

Board Office Use: Legislative File Info.	
File ID Number	14-1627
Introduction Date	8-13-2014
Enactment Number	14-1494
Enactment Date	8-13-14



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
 From Antwan Wilson, Superintendent and Secretary, Board of Education
 By: Vernon Hal, Deputy Superintendent, Business Operations
 Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date

Subject Small Construction Contract - Universe Painting - Edna Brewer Gym Painting Project

Action Requested Approval by the Board of Education of an Small Construction Contract with Universe Painting for Painting Services on behalf of the Edna Brewer Gym Painting Project, in an amount not-to exceed \$45,913.00. The term of this Agreement shall commence on August 13, 2014 and shall conclude no later than September 13, 2014.

Background The gym is in need of painting, it is well worn and haven't have not been painted in a long time.

Local Business Participation Percentage 100.00%

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.

Recommendation

Approval by the Board of Education of an Small Construction Contract with Universe Painting for Painting Services on behalf of the Edna Brewer Gym Painting Project, in an amount not-to exceed \$45,913.00. The term of this Agreement shall commence on August 13, 2014 and shall conclude no later than September 13, 2014.

Fiscal Impact

Deferred Maintenance

Attachments

- Independent Consultant Agreement including scope of work
- Certificate of Insurance
- Payment and Performance Bonds

CONTRACTOR: Universe Painting Inc. TAX I.D. 45-4778881

OAKLAND UNIFIED SCHOOL DISTRICT
AGREEMENT FOR MAINTENANCE AND REPAIR SERVICES
CUPCCAA PROJECT \$175,000 AND UNDER

Edna Brewer Gym Painting Project

THIS CONTRACT is made and entered into this **17th day July, 2013** ("Contract"), by and between **Universe Painting Inc.** ("Contractor") and Oakland Unified School District ("District").

1. The Contractor shall furnish to the District for a total price of **Forty-eight thousand, nine hundred thirteen dollars and no cents (\$48,913.00)** ("Contract Price"), the following services ("Services" or "Work"): **The scope of the project is to paint interior of gym and adjoining rooms immediately adjacent to and accessible from the gym.**
2. Contractor shall possess and maintain in good standing throughout the performance of the Work the State of California Contractor License required to perform the Work. Contractor shall perform the Work at **Edna Brewer Gym Painting Project** ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed within **Fifteen days (15)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **\$0.00** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.
4. The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond(s), the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
5. Payment for the Work shall be made in accordance with the Terms and Conditions.
6. Inspection and acceptance of the Work shall be performed by **Buildings and Grounds** of the Facilities Department of the District.
7. This Contract incorporates by this reference the Terms and Conditions attached hereto. The Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.
8. The Contract Documents include only the following documents, as indicated:

- | | |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input type="checkbox"/> Instructions to Contractors | <input type="checkbox"/> Asbestos & Other Hazardous Materials Certification |
| <input type="checkbox"/> Bid Form and Proposal | <input type="checkbox"/> Lead-Product(s) Certification |
| <input type="checkbox"/> Bid Bond | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements |
| <input type="checkbox"/> Designated Subcontractors List | <input checked="" type="checkbox"/> Performance Bond |
| <input type="checkbox"/> Notice to Proceed | <input type="checkbox"/> Payment Bond |
| <input type="checkbox"/> Terms and Conditions to Contract | <input type="checkbox"/> Work Specifications |
| <input type="checkbox"/> Noncollusion Affidavit | <input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work") Plans |
| <input type="checkbox"/> Prevailing Wage Certification | _____ [Other] |
| <input checked="" type="checkbox"/> Workers' Compensation Certification | _____ [Other] |
| <input checked="" type="checkbox"/> Criminal Background Investigation Certification | |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification | |

9. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.
10. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.
11. If a conflict exists between the terms of this Contract and an incorporated version of the Contractor's Proposal or Quote, this Contract shall control over the Contractor's Proposal. In no case shall a document calling for lower quality material or workmanship control. The decision of the District in the matter shall be final.
12. Information regarding Contractor::

- Type of Business Entity:
- Individual
 - Sole Proprietorship
 - Partnership
 - Limited Partnership
 - Corporation
 - Limited Liability Co
 - Other: _____

Employer Identification and/or Social Security Number
NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

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

Susie Butler-Berkley 7-22-2014

Susie Butler-Berkley, Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

Contractor: Universe Painting Inc.

Date: 7/22, 2014

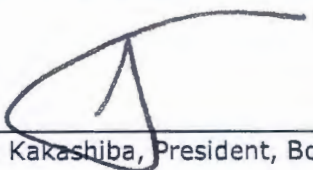
By: HRISTO ANGELOV

Print Name: HRISTO ANGELOV

Its: _____

Date: _____, 2012

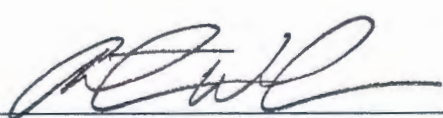
OAKLAND UNIFIED SCHOOL DISTRICT



David Kakashiba, President, Board of Education

8-14-14

Date



Antwan Wilson, Superintendent and Secretary, Board of Education

8-14-14

Date

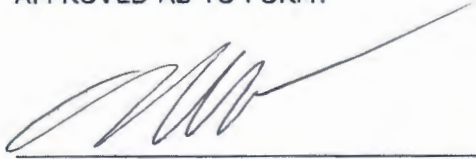


Timothy White, Associate Superintendent, Facilities, Planning and Management

7/30/14

Date

APPROVED AS TO FORM:



Catherine Boskoff, Outside Facilities Counsel

7-21-14

Date

File ID Number: 14-1627
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By: _____

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. In case of conflict between specification and drawings and/or actual site condition, such conflict shall be immediately called to the attention of the designated District representative. Resolution of conflict shall be in writing as approved by a District representative. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
5. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
6. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
7. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District and in no event shall the change or alteration exceed ten percent (10%) of the Contract Price. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any

other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

8. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
9. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
10. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.
11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
12. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
13. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.
14. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship. Supervisor shall be on site at all times.

15. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
16. **ACCESS TO WORK:** District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
17. **PROTECTION OF WORK AND PROPERTY:** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury. District representative shall be advised immediately if such action has been necessary.
18. **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
19. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
20. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
21. **FORCE MAJEUR CLAUSE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
22. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
23. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety percent (90%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or

has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 10% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

24. **PERMITS AND LICENSES:** The Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
25. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
26. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
27. **DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least 3 percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses SFP Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.
28. **NO SMOKING:** The District has a "NO SMOKING" policy at all sites. Contractor is responsible to make sure that no one smokes on school district property.
29. **PAYMENT BOND AND PERFORMANCE BOND:** If the Contract Price equals or exceeds twenty five thousand dollars (\$25,000) the Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
30. **CONTRACTOR'S INSURANCE:** Contractor has in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance: **Commercial General Liability insurance:** \$1,000,000.00 for each occurrence and general aggregate with Products and Completed Operations Coverage;

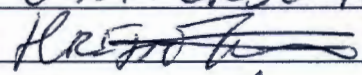
Automobile Liability – Any Auto: combined single limit of \$1,000,000.00 **Excess Liability insurance:** \$2,000,000.00 **Workers Compensation:** Statutory limits. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. The Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. All endorsements shall waive any right to subrogation against any of the named additional insureds. All policies shall be written on an occurrence form. Contractor shall not allow any subcontractor, employee, or agent to commence work on this Contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

31. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
32. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
33. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
34. **DISPUTES:** In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
 - Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
 - The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.

35. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
- **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.
36. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 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 Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
37. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in Alameda County, the county where the District administration office is located.
38. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
39. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
40. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
41. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
42. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by writing upon mutual consent.

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: 7/22/2014
Proper Name of Contractor: Universe Painting Inc.
Signature: 
Print Name: HRISTO ANGELOV
Title: CFO

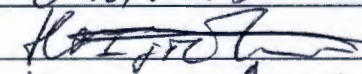
WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 7/22/2014
Proper Name of Contractor: Universe Painting Inc.
Signature: 
Print Name: HRISTO ANGELOV
Title: CFO

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contract with the District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 7/22/2014
Proper Name of Contractor: Universe Painting Inc.
Signature: [Handwritten Signature]
Print Name: HRISTO ANGELOV
Title: CFO

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

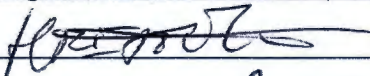
Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: 7/22/2014
Proper Name of : Universe Painting Inc.
Signature: 
Print Name: CHRISTOS ANGELOU
Title: CFO

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.


The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1)**. Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

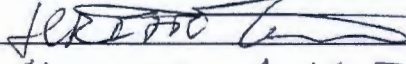
It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: 7/22/2014
Proper Name of Contractor: Universe Painting Inc.
Signature: 
Print Name: HRISTO ANGELOV
Title: CFO

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Project Manager be subject to the requirements mandated by California Government Code Section 8340, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Project. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

Date: 7/22/2014
Proper Name of Contractor: Universe Painting Inc.
Signature: 
Print Name: HRISTO ANGELOV
Title: CFO



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- f. Fully prime bare or newly prepared surfaces.
- g. Spot prime peeling paint, cracked and prepared areas with an appropriate primer.
- h. Scrape, sand and/or wire brush rust on metal surfaces. Treat with rust converting chemical and prime with a rust inhibitive primer.
- i. Caulk and patch cracks, joints, holes, open seams and similar with a high Quality stretchable Elastomeric compound. Match surrounding texture as close as possible. Please note: expansion joints and horizontal seams are not to be sealed.
- j. Apply paint by spraying, back roll to ensure proper penetration and uniform coating.
- k. Cut in and touch up surfaces as needed.
- l. Remove masking film from windows, doors and others. Replace removed items.
- m. Thoroughly clean the working area and haul away all garbage.

4. Number of coats

- a. Interior Walls- spot prime + 2 finish coats.
- b. Interior Ceilings- spot prime + 2 finish coats.

5. Color schedule - Same as existing, 1 color.

6. Duration - approximately 2 weeks.

7. Schedule - 7/21-8/4

8. Proposed Price:

Option		Price	Initial
Interior Painting	Gym and adjoining rooms	\$45,913	
Interior Painting	Locker Room Foyers	\$3,420	
Interior Painting	Girls Locker Room	\$5,320	

Price includes all labor, materials and equipment unless otherwise noted. Includes scaffolding & netting equipment. Any additional work not specified into this contract will be billed based on time and material basis at \$85.00/hr per each laborer. **Industry Leading 5 Year Guarantee Of Quality***.

Client:..... Date:.....

I agree to have the above work done for the proposed price

Deposit: 10%

Paid on:.....

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Paid in full:..... Date:.....

9. Specifications

- Extensive Homeowner notification is provided as part of our basic service offering. Notifications will be posted in highly visible areas (entry doors, garage doors, mailboxes, etc.) to inform homeowners of job progress and work schedules. Included notifications are: Primary notification of work to be performed; Pressure Washing; Prep; Spray; and Trim. Individual notifications for each homeowner are posted for touch ups with punch list and for front door scheduling.
- Job site superintendent is always available via phone and email.
- Job site will be maintained and tidy during work hours and cleaned daily.
- No smoking, inappropriate language or loud music permitted on job site.
- Work to be done using premium quality Sherwin Williams Paint products.

All work being done on the premises will comply with the Environmental Protection Agency requirements for safe handling Lead in previous layers paint on structures built prior 1978. Failure to do so, could effect in fines for both contractor and owner up to \$32,500 per violation. That includes, but is not limited to:

- ***Protect ground from start to finish with poly plastic minimum 10 feet from building. Every day and upon completion, clean and fold plastic to protect dust from spread.***
- ***When sanding, sanders will be attached to HEPA vacuums.***
- ***Workers will wear appropriate equipment during prep and paint process, including coveralls, HEPA respirators, gloves, hats etc.***
- ***Job site will be provided with a restroom and a cleaning facility during work is performed.***
- ***Everyday cleanup of the job site according to the EPA requirements.***
- ***Upon completion thorough cleanup of the job site.***

A complete Home Owner Environmental Kit will be provided to each resident upon acceptance of the offer not sooner than 60 days prior starting work.

Universe Painting is licensed and fully equipped to perform the work specified above. License status and related information, could be checked on: www.epa.gov

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PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. *Exterior painting.*
2. *Surface preparation.*

B. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. If the schedules do not indicate color or finish, the Owner will select from standard colors and finishes available.

C. See attached WOOD area checklists.

D. Table of abbreviations used in this specification:

- 1) *American Society for Testing and Material*
 - a) Shown as ASTM (i.e. ASTM D16 – Standard terminology relating to paint, varnish, lacquer, and related products)
- 2) Occupational Safety and Health Administration
 - a) Shown as OSHA or CAL-OSHA when referring to safety regulations
- 3) Master Painters Institute
 - a) Shown as MPI
- 4) The Society for Protective Coatings
 - a) SSPC: Steel Structures Painting Council
- 5) Air Quality Management District
 - a) AQMD – relating to state and local air quality regulations

E. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.

1. *Prefinished items include the following factory-finished components: None*

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UNIVERSE PAINTING

2. *Concealed surfaces include walls or ceilings in the following generally inaccessible spaces: None*
3. *Finished metal surfaces include the following: None*
4. *Operating parts include moving parts of operating equipment and the following: None*
5. *Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.*
 - a. *Fire hydrants, and all county mandated piping, gas mains, etc...*

1.02 SCHEDULING OF WORK

- A. Coordinate the commencement of work with Owners so as not to cause inconvenience

1.03 QUALITY ASSURANCE

- A. Field Samples: Prepare Field Samples for Owner review and to establish requirements for color and finish texture.
- B. Correct areas, modify method of application/installation, or adjust finish texture as directed to comply with specified requirements.
- C. Accent colors may require two or more coats to achieve color uniformity and may require additional expense to Owner.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Owner will provide on-site material storage area, room, or location.
- B. Storage area must be secured and locked when un-attended
- C. Deliver products in original unopened packaging with legible manufacturer's product identification.
- D. Storage and Protection: Comply with manufacturer's recommendations.
- E. Remove oily rags, waste, etc., every night and take every precaution to prevent fire.
- F. Store in a cool, dry place out of direct sunlight.
- G. Protect from the elements and from damage.
- H. Store at a temperature of not less than 40 degrees F.
- I. Stack materials no more than three high in five-gallon containers.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Paint materials: Top quality primers, paints, and accessory materials.
 1. *SHERWIN WILLIAMS PAINT COMPANY*
- B. Comply with current health, safety, and environmental regulations.

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UNIVERSE PAINTING

- C. Paint mixing and thinning: If necessary, comply with manufacturer's instructions.
 - 1. *Mix and thin materials in specified work and storage areas only.*
 - 2. *Return paint thinners, tools, rags and partially filled containers to storage area at the completion of each day.*

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Closely examine surfaces. Surfaces that are in question or that will affect the execution or quality of work must be brought to the attention of the Owner before painting will begin.
- B. The Owner will inspect preparation before the application of paint finishes.
- C. Rework surfaces not properly prepared to receive paint finishes to the satisfaction of the Owner.

3.02 PREPARATION

- A. Prepare surfaces in compliance with manufacturer's requirements for coatings to be applied.
- B. Surfaces to be painted: All surfaces must be clean and dry, free of foreign matter and contaminants. Use cleaning methods as appropriate or indicated; including pressure washing, scraping, sanding and wire brushing.
 - 1. *Utilize power scrapers, grinders and wire brushes carefully to minimize damage to substrate.*
- C. High-Pressure Water Washing:

All surfaces to be painted shall be gently high-pressure water washed to remove dirt, loose or peeling paint, rust, excess chalk, efflorescence and contaminants that will affect adhesion of the prime or finish coats. The optimum pressure range is about 2000 to 4000 PSI as this performs optimum cleaning with low operator fatigue.

Pressure washing may not remove all contaminants or chalk. A close inspection of chalky surfaces should be made to determine the need of more aggressive preparation by hand tools and priming.

Areas that may introduce water into living areas such as entry doors, vents, and soffits should be avoided.

GENERAL MILDEW REMOVAL: Remove mildew with a solution KLEEN Technologies "BioKleen" as per manufactures instructions.



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The contractor must plan for the proper clean up and disposal of spent coatings removed by this process.

Allow all surfaces to dry thoroughly prior to preparation and painting.

- D. Repair damage to substrate caused by preparation work.
- E. Ensure that hardware is removed or protected before painting, and then replaced or uncovered when painting in that area is complete.

3.03 SURFACE PREPARATION

- A. WOOD SURFACE: Mechanically high-pressure water wash to remove contaminants, dirt, dust, and loose and peeling paint.
 - 1. *Remove loose or peeling paint using SSPC methods, SP-2 Hand Tool Cleaning or SP-3 Power Tool Cleaning to provide a surface for paint application.*
 - 2. *Prime bare and sound wood with recommended primer.*

GENERAL MILDEW REMOVAL: Remove mildew with a solution KLEEN Technologies "BioKleen" as per manufactures instructions.

- B. Mix cleaning solutions stronger as necessary to produce the desired level of cleanliness. Scrub where necessary with a soft bristle brush.
- C. Spot prime bare surfaces with appropriate primer after crack repair, sealants, and other preparation has been completed and surface has dried.

3.04 CRACK REPAIR

- A. Surfaces shall be firm and free of dirt, oil, grease, efflorescence, mildew and loose material. Wire brush or blast unsound masonry to obtain a firm surface. Remove dirt, loose contaminants and chalk by high pressure chemical and water cleaning.
 - 1. *Cracks ranging from 1/64" to 1/32", apply generously, appropriate KEL-SEAL Elastomeric Sealant (Brush Grade) over the entire area in need of renovation. If surface is chalky, apply an appropriate surface conditioner before application of sealant.*
 - 2. *Rout out cracks exceeding 1/32" to 1/4" wide by 1/4" deep. When completed, flush joint out with water and check to see that the surface is sound and free of grinding dust. Once joint is sound, use a bond breaker tape to prevent three-point adhesion.*

3.05 SEALANTS

- A. Fill field cracks and splits with elastomeric patch such as KM #1107 Kel-Seal Smooth Elastomeric Sealant (brushable) on stucco or KM #1126 Kel-Seal Urethane Fortified Acrylic Sealant elastomeric caulking on wood.



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3.06 APPLICATION

- A. Prepare, paint and finish surfaces specified, scheduled, and indicated on checklists.
- B. Apply material evenly; free from sags, runs, crawls, holidays or defects. Mix to proper consistency; brush out smooth, leaving a minimum of brush marks.
 - 1. *Uniformly flow out enamels and varnishes.*
- C. Apply by brush, roller or spray as appropriate for conditions.
 - 1. *When applying paint by spray method, back roll the final coat.*
- D. The number of coats specified is the minimum number acceptable. If full coverage is not achieved with the specified number of coats, apply additional coats as necessary to produce the required finish. Additional coats of paint are subject to a change order.
- E. DO NOT apply paint in rain, fog, mist, when surface temperature is below 50 degrees Fahrenheit or when rain is imminent.

3.07 CLEAN UP

- A. Immediately clean up accidental splatters, spills and misplaced paint, and restore the affected area to its original condition.
- B. At completion of work, remove materials, supplies, debris and rubbish, and leave workspaces and paint storage areas in a clean, acceptable condition.

3.08 EXTERIOR PAINT SCHEDULE

- A. Interior Products:
 - a. *Primer: Sherwin Williams ProBlock Interior Primer*
 - b. *Finish Coats: Sherwin Williams ProMar 200 Interior Paint*

10. Warranty and Conditions

1. **COLOR CHANGES** All paint colors must be chosen by the Owner before any work is done. If a color change is requested after the work begins, Owner will be charged on a time and materials basis plus a standard markup for overhead and profit; a color change may affect the contract price.

2. **HIDDEN CONDITIONS** If, after beginning work, defects or other unforeseen conditions are discovered which could not reasonably have been discovered by Contractor upon first inspection (e.g., invisible defects, hazardous materials, etc.), Owner will be charged on a time and materials basis plus a standard markup for overhead and profit on the additional costs incurred as a result of such conditions.

3. **PUTTYING AND CAULKING** These two operations are very time consuming and therefore costly. When these functions are included into this agreement, the procedures taken by the Contractor are limited to replacement of missing material only—more extensive puttying and caulking will require special notation on the agreement with the additional change included in the given estimate price.

4. **WASH** When necessary, and when checked off on the front of this agreement, portions of the surfaces to be painted will be washed with a detergent, this washing will be required where it is necessary in order to Warranty the work. Unless the detergent box is also checked off, a check in the wash box consists of only a surface pressure wash.

5. **LIMITED WARRANTY** The Contractor's Work is warranted to be free of material defects as to materials used or workmanship performed for a period of two (2) or five (5) years (stated on last page) after Completion, unless expressly excluded below and claims by Owner under the above warranty shall be delivered to Contractor in writing within sixty (60) days of discovery but in all cases not later than two (2) years after the date of Completion of the Project, whichever comes first. This warranty is not effective until Contractor has received payment in full from Owner under this agreement.

5.1 Consumer Products and Personal Property Disclosure. Owner specifically acknowledges that Contractor does not provide any warranty whatsoever with regard to personal property and consumer products as defined in the Magnuson-Moss-Warranty Act (Public Law 93-637) ("Consumer Products"). Owner acknowledges the opportunity, prior to the sale, to examine all current written warranties pertaining to all Consumer Products specified or to be sold pursuant to this Agreement and has therefore examined same to the extent desired and received copies to the extent

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UNIVERSE PAINTING

desired. Notwithstanding the foregoing, Contractor will assign and deliver to Owner all manufacturer and supplier warranty materials applicable to said personal property, Consumer Products, or equipment components at the time of final payment. IT IS UNDERSTOOD AND AGREED THAT THE MANUFACTURER'S WARRANTY SHALL APPLY TO ALL ITEMS INSTALLED IN OR AROUND THE PROJECT WHICH ARE COVERED BY SEPARATE MANUFACTURERS' OR SUPPLIERS' WARRANTIES, WHETHER OR NOT SAID ITEMS ARE CONSUMER PRODUCTS, AND THAT THE CONTRACTOR DOES NOT GIVE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF SUCH ITEMS OR AS TO THEIR FITNESS FOR ANY PURPOSE.

- 5.2 Special Disclaimers: Contractor warranty does not apply when the following conditions are present: Breakdown of any previously applied materials or workmanship, (e.g., intermediate coat peeling); when Owner supplies own paint or chooses to have the job performed with MINIMAL prep work; Extraneous factors arise (e.g., roof leaks moisture damages, substance failure, setting, etc.); Galvanized metal areas (e.g., flashing, rain gutters), horizontal surfaces (e.g., window seals, deck and stairs) and mildew formation are not warranted. When paint fails, peals of cracks on operable parts, like windows, doors, etc.
- 5.3 Warranty Work: Warranty work is limited to repainting of original affected area. Entire walls, fascia boards, eaves, etc. will not be re-coated unless over 60% of such area is failing, CUSTOM COLORS MAY CAUSE DIFFERENCES IN SHADING FROM AFFECTED AREA TO OTHER PARTS OF WALL, ETC.
- 5.4 Work will be done at 30% discounted hourly rate labor at the current hourly rate of the work being done.
- 5.5 Warranty work will be performed as soon as possible, depending on weather conditions, following timely notice of a claim.
- 5.6 No other warranties. THERE ARE NO OTHER TERMS, CONDITIONS, COVENANTS, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED OUT OF COMMON STATUTORY LAW, WITH REGARD TO QUALITY, QUANTITY, FITNESS, HABITABILITY OR OTHERWISE WITH RESPECT TO THIS AGREEMENT OTHER THAN THOSE CONTRACTORS WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION ON CONTRACTOR WARRANTIES.

6. DISPUTE RESOLUTION AND ARBITRATION OF DISPUTES. ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, EXCEPT FOR THOSE CLAIMS OR CONTROVERSIES ACTUALLY FILED IN, OR SUBJECT TO THE JURISDICTION OF THE SMALL CLAIMS COURT, MUST BE SUBMITTED TO BINDING ARBITRATION IN A CALIFORNIA COUNTY IN THE GREATER SAN FRANCISCO BAY AREA WHERE THE WORK WAS PERFORMED, BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS CONSTRUCTION ARBITRATION RULES. THE PARTIES WILL APPOINT A SOLE ARBITRATOR, WHO MUST BE AN ATTORNEY WITH AT LEAST TEN YEARS' EXPERIENCE IN THE CONSTRUCTION INDUSTRY. IF THE PARTIES CANNOT AGREE ON AN ARBITRATOR, AAA WILL SELECT THE ARBITRATOR AT RANDOM FROM A POOL OF ITS ARBITRATORS SATISFYING THE AFOREMENTIONED CRITERIA. THE COST OF THE ARBITRATION WILL BE BORNE EQUALLY BY OWNER AND CONTRACTOR AND EACH PARTY WILL BEAR ITS OWN COSTS AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF THE ARBITRATION. THE ARBITRAL AWARD, WHICH MUST BE IN WRITING AND EXPLAIN THE BASIS FOR THE ARBITRATOR'S DECISION, MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION." _____ Owner Initial

7. HAZARDOUS MATERIALS Owner shall disclose any knowledge of hazardous materials (as defined by law) known or suspected. Should hazardous materials be disclosed or discovered after this agreement is signed, then Contractor may, at its sole option, terminate this agreement and Owner agrees to pay for all labor or materials expended or required for emergency measures, plus overhead and profit.

8. OTHER TERMS AND CONDITIONS

- 8.1 The Contractor shall only be held liable for damages directly due to its negligence to the interior or exterior of the premises on which the paint is applied or damage to any contents therein. The Contractor shall not be held liable for damage to the premises due to any cause beyond the Contractor's control including but not limited to fire, lightning, windstorm, hailstorm, installation of antennas, or other equipment, structural fault or settlement, cracking or other failure of the roof deck, walls or foundation of the building unless caused by or solely attributable to Contractor's gross negligence.
- 8.2 Should it become necessary for the Contractor to remove and/or install any antennas, cooling or heating appliances or other equipment, Owner understands that Contractor does not assume any responsibility for the performance of said equipment, whether or not such performance problems are the result of the negligent acts or omissions of the Contractor or its employees, whether or not any additional charge is made.
- 8.3 Contractor does not assume in its Proposal any responsibility for correction of existing code violations or the repair of any existing defects.
- 8.4 Finance Charge. In the event of Owner's failure to make payment as provided herein (i.e., payment in full is due upon Contractor's completion of the work to be performed hereunder, unless otherwise agreed in writing), the entire unpaid balance, including all applicable taxes, shall become immediately due and payable and shall bear interest at the rate set of one-and-one-half percent (1 1/2%) per month until paid in full, or the maximum legal rate under applicable law, whichever is less.
- 8.5 The Owner hereby releases and agrees to defend and hold Contractor, its owners, officers, agents and employees harmless from any liability resulting from or due to the insufficient strength of the existing structure of Owner's residence/building to bear weight, and from the results of any subsequent structural fault, except to the extent that such structural fault is caused by or is solely attributable to Contractor's gross negligence.
- 8.6 The headings contained in this are for the convenience of the Parties only and shall not be used in the interpretation of any provision hereof.
- 8.7 This agreement constitutes the entire agreement between the Parties, and supersedes all Proposals or prior agreements, oral or written, and all other communications between the Parties relating to the subject matter of this agreement.
- 8.8 Any alteration or deviation from the specifications or any provision of this agreement involving extra costs will be effective only upon the execution of a written agreement signed by both Parties and will become an extra charge over and above the Proposal estimate.
- 8.9 Contractor will not be liable to Owner for non-performance or delays due to strikes, riots, civil insurrection, severe weather conditions and other Acts of God or conditions beyond Contractor's reasonable control. Owner is to carry fire, and other necessary insurance upon the above work.
- 8.10 Contractor reserves the right to withdraw this Proposal at any time prior to Owner's written acceptance, without any liability to Contractor.
- 8.11 Contractor proposes to perform the work in accordance with the specifications submitted and completed in a workmanlike manner according to standard practices.
- 8.12 Contractor is not responsible for any special, consequential, indirect damages or loss of use damages resulting from its performance even if Contractor or its agents have been advised of the possibility of such damages or if a remedy set forth herein is found to have failed of its essential purpose.
- 8.13 Owner is entitled to a completely filled in copy of this agreement, signed by both Owner and the Contractor, before any work may be started.
- 8.14 Governing Law. All questions concerning this Agreement, its construction, and the rights and liabilities of the Parties hereto shall be interpreted and enforced in accordance with the laws of the State of California.
- 8.15 Notice of Cancellation. You may cancel this transaction, without any penalty or obligation, within three business days from the date of the agreement if you cancel, any property traded in, any payment made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the Contractor of your

William McKenzie
Office 866 666 6761
Cell 510 710 4689
Fax 510 788 4331

1029-a 62ND St,
Oakland, CA 94608
CA license #972899
William@UniversePainting.com



UNIVERSE PAINTING

cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the Contractor at your residence, in substantially good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of Contractor regarding return shipment of the goods at the Contractor's expense and risk. If you do make the goods available to the Contractor and the Contractor does not pick them up within 20 business days of the date of your notice of cancellation, you may retain or dispose of the good without any further obligation. If you fail to make the goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

- 8.16 NOTICE TO CUSTOMERS REQUIRED BY LAW. In California, contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826, www.cslb.ca.gov.

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UNIVERSE PAINTING

PAINTING PROPOSAL

Project # 14283

Date: 07/03/2014

Project Name: Edna Brewer Middle School Gymnasium

Project Address: 3748 13th Ave, Oakland, CA

Project Manager: Charles Smith, OUSD

Phone #: 510 535 2721

Email: Charles.smith@ousd.k12.ca.us

Project description: Interior painting of the Edna Brewer Middle School Gymnasium.

1. Scope of work

- 1.1** – Interior Walls- Preparation and painting of interior wall surfaces in gymnasium and adjoining rooms.
- 1.2** – Interior Ceiling- Preparation and painting of interior ceiling panels in gymnasium and adjoining rooms.

2. Preparation – hand and mechanical preparation, including scraping and sanding/grinding.

- a.** Interior Walls- wash all surfaces to be painted; scrape, sand and feather edges of peeling paint; sand stained panels to remove gloss; patch cracks and holes; prime surfaces; follow with paint.
- b.** Interior Ceilings- wash all surfaces to be painted; scrape, sand and feather edges of peeling paint; prime as specified; follow with paint.

3. Procedure

- a.** Protect new flooring and all non-painted surfaces by covering with drop cloths, plastic or similar.
- b.** Fully wash areas to be painted or prepped. Use TSP (Tri-sodium phosphate) or a bio degradable cleaner on Mold/Mildew & Fungus areas.
- c.** Remove lighting fixtures, decorative ornaments and move obstacles away from the working area as necessary.
- d.** Mask and cover windows, doors and other areas not to be painted as necessary to ensure they are not to be painted.
- e.** Scrape and remove all peeling paint. Replace failing material such as caulking and patch. Feather edges of removed paint and patch for a cleaner and more uniform look.

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Fax 510 788 4331

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Oakland, CA 94608
CA license #972899
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FACILITIES PLANNING
AND MANAGEMENT

DOCUMENT 00 61 15
(FORMERLY DOCUMENT 00620)

2014 JUL 24 P 1:11

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, (or "District") and _____
Universe Painting, Inc., ("Principal") have entered into a contract for the furnishing of all materials and labor,
services and transportation, necessary, convenient, and proper to

Edna Brewer Gym _____ (Project Name)
("Project" or "Contract")

which Contract dated July _____, 2014, and all of the Contract Documents attached to or
forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of
the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to
100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through
3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and Western Surety Company _____, ("Surety") are held and
firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Forty five
thousand _____ Dollars (\$45,000 _____), lawful money of the United States, being a
sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to
be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by
these presents.

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

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons,
companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the
Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 22nd day of July, 2004.

Principal

By

Surety

*CA Ack
attached.*

Sandra V. Prevot

By

Sandra V. Prevot

Name of California Agent of Surety

P O Box 1509, Los Altos CA 94023

Address of California Agent of Surety

408-872-1322

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

ACKNOWLEDGMENT

State of California
County of Santa Clara} ss.

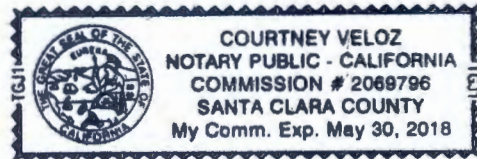
On July 22, 2014 before me, Courtney Veloz, Notary Public, personally appeared Sandra Virginia Prevot

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 [Handwritten Signature]



(seal)

OPTIONAL INFORMATION

Date of Document _____

Thumbprint of Signer

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

- Type of Satisfactory Evidence:
Personally Known with Paper Identification
Paper Identification
Credible Witness(es)

- Capacity of Signer:
Trustee
Power of Attorney
CEO / CFO / COO
President / Vice-President / Secretary / Treasurer
Other: _____



Check here if no thumbprint or fingerprint is available.

Other Information: _____

DOCUMENT 00 61 14
(FORMERLY DOCUMENT 00610)

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Oakland Unified School District, ("District") and _____ Universe Painting, Inc _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Edna Brewer Gym _____ (Project Name)
("Project" or "Contract")

which Contract dated July _____, 20 ~~04~~, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and Western Surety Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of Forty five thousand dollars no cents _____ DOLLARS (\$45,000), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

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

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

333 S. Wabash Ave
Floor 441S
Chicago, IL 60604

Attention: Paul Brufat

Telephone No.: (877) 672 - 6115

Fax No.: (312) 755 - 7276

E-mail Address: claims@cnasurety.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 22nd day of July, 2014.

Principal

By

Surety

Sandra V. Prevot
By

Sandra V. Prevot
Name of California Agent of Surety

P O Box 1509, Los Altos CA 94023
Address of California Agent of Surety

(408) 872-1322
Telephone Number of California Agent of Surety

CA Ack
attached.

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

END OF DOCUMENT

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62102364

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Sandra Virginia Prevot

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Universe Painting Inc.
Obligee: Oakland Unified School District
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. 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."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of November 2nd, 2014, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 21st day of July, 2014.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 21st day of July, in the year 2014, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires August 11, 2016

S. Petrik
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws 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 seal of Western Surety Company this 21st day of July, 2014.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

ACKNOWLEDGMENT

State of California
County of Santa Clara} ss.

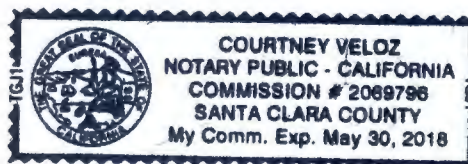
On July 22, 2014 before me, Courtney Veloz, Notary Public, personally appeared Sandra Virginia Prevot

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 [Handwritten Signature]



(seal)

OPTIONAL INFORMATION

Date of Document _____

Thumbprint of Signer

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:

- Personally Known with Paper Identification
Paper Identification
Credible Witness(es)

Capacity of Signer:

- Trustee
Power of Attorney
CEO / CFO / COO
President / Vice-President / Secretary / Treasurer
Other: _____



Check here if no thumbprint or fingerprint is available.

Other Information: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2014

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 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 License # 0G63216 Prevot & Associates Insurance 12280 Saratoga Sunnyvale Road Suite 216 Saratoga, CA 95070	CONTACT NAME: Sandra Prevot PHONE (A/C, No., Ext.): (408) 872-1322 FAX (A/C, No.): (408) 647-2193 E-MAIL: ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Colony Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B : National Union Fire Insurance Company of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER C : Cypress</td> <td></td> </tr> <tr> <td>INSURER D : Rockhill Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Colony Insurance Company		INSURER B : National Union Fire Insurance Company of Pittsburgh, PA	19445	INSURER C : Cypress		INSURER D : Rockhill Insurance Company		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Colony Insurance Company														
INSURER B : National Union Fire Insurance Company of Pittsburgh, PA	19445													
INSURER C : Cypress														
INSURER D : Rockhill Insurance Company														
INSURER E :														
INSURER F :														
INSURED UNIVERSE PAINTING, INC 1029 62ND ST, UNIT A Oakland, CA 94608														

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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"/> PROJECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	103GL0000637-00	08/12/2013	08/12/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 2,500 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EBU015483203	03/12/2014	08/12/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	<input checked="" type="checkbox"/> N/A	3300066856-141	05/02/2014	05/02/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution			ENVP003977-01	06/21/2014	06/21/2015	LIMIT \$1M / \$2M

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

Oakland Unified School District and it's directors, employees, agents and representatives are an additional insured where required by written contract and allowed by law per the attached endorsement form U156P-0130 attached.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sandra V. Prevot</i>
-------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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Policy Number: 103GL0000637-00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Additional Insured):	Location(s) of Covered Operations:
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

Additional Insured Contractual Liability

“Bodily injury” or “property damage” for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Finished Operations at Work

“Bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization.

Negligence of Additional Insured

"Bodily injury" or "property damage" arising directly or indirectly out of the negligence of the additional insured(s).

- C. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended and the following added:

The insurance afforded by this Coverage Part for the additional insured shown in the Schedule is primary insurance and we will not seek contribution from any other insurance available to that additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/17/2014

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 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	Stone Creek Insurance Agency, Inc. 3249 Mt Diablo Ct #211 Lafayette, CA 94549 License #: 0F79311	CONTACT NAME:	Thomas Lynch	
		PHONE (A/C, No, Ext):	(925)297-4202	FAX (A/C, No):
		E-MAIL ADDRESS:	tom@stonecreekinsurance.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Mercury Insurance Company	38342
INSURED	Universe Painting Inc. Asen Angelov & Chris(Hristo) Angelov 1029 62nd St # A Emeryville, CA 94608-2321	INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		
		INSURER G:		

COVERAGES CERTIFICATE NUMBER: 00005791-0 REVISION NUMBER: 20

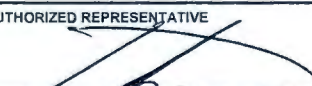
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA040000001929	09/05/2013	09/05/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is considered Additional Insured when required by written contract per attached Blanket AI endorsement.
 Waiver of Subrogation is granted in favor of Certificate holder when required by written contract per attached Blanket Waiver.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District and its directors, employees, agents and representatives c/o Timothy White 955 High St Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (TL\$)
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Mercury Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

BUSINESS AUTO COVERAGE FORM

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

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

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

II. EMPLOYEES AS INSUREDS

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

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

III. AUTOMATIC ADDITIONAL INSURED

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

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

IV. EMPLOYEE HIRED AUTO

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

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

V. SUPPLEMENTARY PAYMENTS

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

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

VI. FELLOW EMPLOYEE COVERAGE:

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee
This exclusion does not apply.

VII. ADDITIONAL TRANSPORTATION EXPENSE

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

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

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

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

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

X. LOAN/LEASE GAP COVERAGE

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

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

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

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

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

XII. TWO OR MORE DEDUCTIBLES

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

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

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

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

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

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

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

XIV. WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

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

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

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

XVI. EMPLOYEE HIRED AUTO

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

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

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

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

XVII. HIRED AUTO - COVERAGE TERRITORY

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

e. Anywhere in the world if:

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

XVIII. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

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

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

SMALL CONSTRUCTION CONTRACT ROUTING FORM

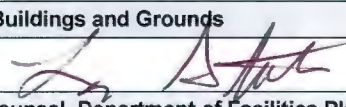
Project Information			
Project Name	Edna Brewer Gym Painting	Site	PR1502
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates 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	Universe Painting	Agency's Contact	William McKenzie		
OUSD Vendor ID #	Z006390	Title	Project Manager		
Street Address	1029 "A" 62 nd Avenue	City	Oakland	State	CA Zip 94608
Telephone	510-710-4689	Policy Expires	8-12-2014		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	PR1502				

Term			
Date Work Will Begin	8-13-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	9-13-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 45,913.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Resource Name	Org Key	Object Code	Amount
1414	Deferred Maintenance	2109092806	6200	\$45,913.00

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			
	Signature 	Date Approved	7-22-14	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature 	Date Approved	7-23-14	
3.	Assistant Superintendent, Facilities Planning and Management			
	Signature 	Date Approved	7/23	
4.	Deputy Superintendent, Business Operations			
	Signature 	Date Approved	7/30/14	
5.	President, Board of Education			
	Signature	Date Approved		