


Board Office Use: <b>Legislative File Info.</b>	
File ID Number	14-1637
Introduction Date	8-13-2014
Enactment Number	14-1498
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** August 13, 2014

**Subject** Pre-Construction Contract - Cahill/Focon Joint Venture - Whittier Elementary School Expansion - New Construction Project

**Action Requested** Approval by the Board of Education of an Agreement for Pre-Construction Services with Cahill/Focon JV for Pre-Construction Services on behalf of the District at the Whittier Elementary School Expansion - New Construction Project, in an amount not-to exceed \$156,915.00. The term of this Agreement shall commence on August 14, 2014 and shall conclude no later than June 1, 2015.

**Background** Whittier expansion project.

**Local Business Participation Percentage** 50.00%

**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 Agreement for Pre-Construction Services with Cahill/Focon JV for Pre-Construction Services on behalf of the District at the Whittier Elementary School Expansion - New Construction Project, in an amount not-to exceed \$156,915.00. The term of this Agreement shall commence on August 14, 2014 and shall conclude no later than June 1, 2015.

**Fiscal Impact**

Measure J, Fund 21

**Attachments**

- Agreement for Pre-Construction Services including scope of work
- Certificate of Insurance

**AGREEMENT FOR PRELIMINARY SERVICES  
FOR THE  
WHITTIER ELEMENTARY SCHOOL EXPANSION PROJECT**

This Agreement is made and entered into this **23rd day of July, 2014** between the Oakland Unified School District hereinafter referred to as "District" and **Cahill/Focon Joint Venture**, hereinafter referred to as "Developer," for the purposes of providing preliminary consulting services to facilitate and manage the seismic retrofit of the Oakland Technical High School, (collectively, the "Project").

**WHEREAS**, the Project is located at Whittier Elementary School, 6328 E. 17<sup>th</sup> Street, Oakland, CA 94621("Site"); and

**WHEREAS**, District has retained Gelfand Partners("Architect") to prepare plans and specifications for the Project and District has obtained approval of the Plans and different aspects of the Project from the California Division of State Architect ("DSA") as required by applicable laws; and

**WHEREAS**, DEVELOPER desires to provide certain consulting services to the District with respect to reviewing the Plans and Specifications for the Project, prepare cost estimates, prepare construction schedules, obtain proposals from Sub-contractors, qualified S/SL/SLRBE business, and other related services in preparation for the Project's development; and

**WHEREAS**, DEVELOPER represents that it is properly licensed and have the expertise and experience to obtain pricing from sub-contractors, develop construction schedules, identify and order long lead items, coordinate construction activities with the Architect, review and execute lease documents and perform the other development services set forth in this Agreement; and

**WHEREAS**, District and DEVELOPER are interested in entering into lease agreements which include construction provisions and related exhibits for the development of the Project pursuant to Education Code section 17406 (collectively, the "Lease Agreements") after DEVELOPER's performance of its duties as set forth in this Agreement; and

**WHEREAS**, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

**NOW, THEREFORE**, the parties hereto agree as follows:

**ARTICLE I. -- SCOPE OF DEVELOPER SERVICES**

- A. Scope.** DEVELOPER, as the District's development consultant and authorized representative as contemplated by Business and Professions Code 7040 agrees to perform

the following services including the specific pre-construction deliverables as described in Exhibit B:

1. Review of Plans and Specifications.
  - a. DEVELOPER shall work in cooperation with the District, the District's Architect and such other entities as District shall designate, to review and comment on the Plans and Specifications for the Project (the "Plans and Specifications"). The Architect shall remain responsible for completing and stamping the final design documents. Notwithstanding the above, District acknowledges that DEVELOPER is not the Architect for the Project and that DEVELOPER responsibilities and duties under this subsection shall not include the design of the Project which is the responsibility of the Architect.
  - b. DEVELOPER shall assist the District by providing detailed evaluation of the Project, including the Plans and Specifications, the proposed construction budget, schedule requirements, and the District's project budget.
  - c. DEVELOPER shall attend regular meetings during Project between the Architect, the District, and any other applicable consultants of the District as required.
  - d. DEVELOPER shall perform one (1) analysis of the Plans and Specifications and provide District with recommendations regarding long lead purchases.
  - e. Subsequent to receipt of bids, DEVELOPER will provide a Guaranteed Project Cost (GPC) for the construction of the Project which will become the basis for the Lease Agreements.
  - f. DEVELOPER will work jointly with District and District's attorney to prepare the Lease Agreements for approval by the District.

- B. Warranty.** DEVELOPER agrees and represents that it is qualified to properly provide the services set forth in this Agreement in a manner which is consistent with the generally accepted standards of DEVELOPER's profession. DEVELOPER further represents and agrees that it will perform said services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines, including, but not limited to, State Allocation Board guidelines for school construction and labor compliance programs.
- C. Schedule.** Services outlined above will commence on the date the District executes the Agreement August 14, 2014, and conclude on or about June 1, 2015. It is anticipated that construction will on or about June 1, 2015. A more detailed schedule will be provided in the construction provisions. Any extension shall be subject to the reasonable approval in writing by the parties.
- D. Limited Authority.** The duties, responsibilities and limitations of authority of DEVELOPER shall not be restricted, modified or extended without written agreement between the District and DEVELOPER.
- E. Construction.** Upon agreement on the GPC the District expects to authorize entering into the formal lease agreements (the "Lease Agreements") to provide for the development of the Project; therefore, DEVELOPER shall perform the services herein in a timely manner,

consistent with the commencement dates stated herein. The formal Lease Agreements shall govern the construction and delivery of the Project.

## **ARTICLE II. -- DISTRICT'S RESPONSIBILITIES**

The District has and shall continue to provide to DEVELOPER information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria. District will prepare of all legal documents, including the formal Lease Agreements in accordance with Education Code section 17406.

## **ARTICLE III. -- TERMINATION**

- A. Termination by DEVELOPER.** This Agreement may be terminated by DEVELOPER upon fourteen (14) days written notice to District in the event of an uncured substantial failure of performance by District, unless the District has acted to commence cure efforts in any case where a reasonable cure cannot be concluded within the 14 day notice period.
- B. Termination by District.** This Agreement may be terminated at any time without cause by District upon fourteen (14) days written notice to DEVELOPER. In the event of such a termination by District, the District shall pay DEVELOPER for all undisputed services performed and expenses incurred, per this Agreement, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by DEVELOPER pursuant to this Agreement, and expense reports up until the date of notice of termination plus any sums due DEVELOPER for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process that would best serve the District if a completed product was presented.
- C. Ownership of Records.** It is mutually agreed that all materials prepared by DEVELOPER under this Agreement shall become the property of the District and DEVELOPER shall have no property right therein whatsoever. DEVELOPER hereby assigns to District any copyrights associated with the materials prepared pursuant to the Agreement. Immediately upon termination and upon written request, the District shall be entitled to, and DEVELOPER shall deliver to the District, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the District in performing the Agreement which is not DEVELOPER privileged information, (the "Termination Material") as defined by law, or DEVELOPER's personnel information.

## **ARTICLE IV. -- COMPENSATION TO DEVELOPER**

In consideration of DEVELOPER performance of services hereunder, District agrees to:

Reimburse DEVELOPER in the amount not to exceed \$156,915.00 for the performance of services contemplated by this Agreement. DEVELOPER shall be paid monthly for the actual fees and allowed costs and expenses for all time and materials required and expended for work requested and specified by the District as completed. Said amount shall be paid within thirty (30) days upon submittal to (and verification by) the District of a monthly billing statement showing completion of the tasks for that month on a line item basis. In the event DEVELOPER and DISTRICT enter into the lease/leaseback agreements for the development of the Project, this compensation for services rendered will be included as part of the Guaranteed Maximum Price to be paid to DEVELOPER by DISTRICT.

DEVELOPER shall be responsible for any and all costs and expenses incurred by DEVELOPER, including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project, Plans and Specification, review and preparation of necessary documentation relating to the development of the Project, all travel related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of DEVELOPER staff and employees working on the Project, overhead, and any other reasonable expenses incurred by DEVELOPER in performance of the services contemplated by this Agreement.

#### **ARTICLE V.--LEASEBACK DOCUMENTS**

District and DEVELOPER anticipate entering into formal Lease Agreements which will govern the lease, construction and delivery of the Project subsequent to DSA approval of the Plans and Specifications and DEVELOPER delivery of a GPC for the Project which is acceptable to the District. Parties anticipate entering into said documents on or about June 1, 2015.

#### **ARTICLE VI. -- MISCELLANEOUS**

- A. Indemnity.** DEVELOPER shall indemnify, defend and hold harmless District, its administrators, Board and employees from all claims, liabilities, lawsuits, costs, losses, expenses, damages or judgments arising from any negligent or intentional acts or omissions of DEVELOPER, its agents, employees and consultants relating to DEVELOPER performance of its obligations under this Agreement. DEVELOPER shall also defend, indemnify and hold harmless the District from any claim for employment benefits, worker's compensation or other benefits, by any agent or employee of DEVELOPER. In addition to the foregoing, DEVELOPER and DISTRICT shall indemnify, defend and hold harmless the other from all claims, demands, liabilities and actions arising out of claims for payment of fees, costs or expenses incurred by the DISTRICT or DEVELOPER with third parties in connection with their respective activities under this Agreement.
- B. Insurance.** DEVELOPER shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.
1. Prior to execution of this agreement and prior to commencement of any work, DEVELOPER shall furnish the District with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Subject to acceptance by the District, DEVELOPER insurer will provide certificates of insurance copies of all required insurance policies, including endorsements affecting the coverage required by this Section. DEVELOPER agrees to furnish one copy of each required certificate to the District, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the District shall not relieve or decrease any liability of DEVELOPER.

2. In addition to any other remedy the District may have, if DEVELOPER fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due under this Contract.
3. Each insurance policy's coverage required by this Contract shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.
4. Any deductibles must be declared to, and approved by, the District.
5. The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by DEVELOPER are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by DEVELOPER under the Contract.
6. DEVELOPER and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by DEVELOPER and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of DEVELOPER or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Contract.
7. Worker's Compensation and Employer's Liability Insurance.
  - a. Worker's Compensation - Insurance to protect DEVELOPER, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. DEVELOPER shall execute a certificate in compliance with Labor Code Section 1861, on the form attached to this Agreement as Exhibit A.
  - b. Claims Against District - If an injury occurs to any employee of DEVELOPER for which the employee or his/her dependents, in the event of his death, may be entitled to compensation from the District under the provisions of said Act, for which compensation is claimed from the District, and if such injury is a compensable injury under said Acts, there will be retained out of the sums due DEVELOPER under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the District is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to DEVELOPER.

8. Comprehensive General and Automobile Liability Insurance.

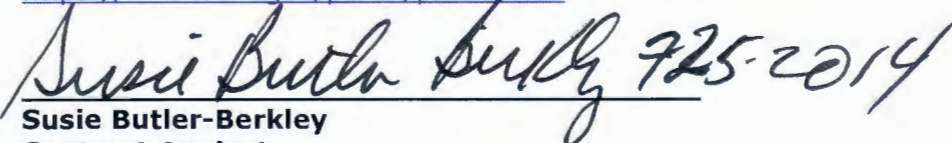
- a. The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.
- b. The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:
  - (i) Provision or endorsement naming the District and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of DEVELOPER; premises owned, occupied or used by DEVELOPER; or automobiles owned, leased, hired or borrowed by DEVELOPER. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.
  - (ii) Provision or endorsement stating that for any claims related to this Project, DEVELOPER insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers to the extent the District is an additional insured. Any insurance or self insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of DEVELOPER's insurance and shall not contribute with it.
  - (iii) Provision or endorsement stating that DEVELOPER's failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.
  - (iv) Provision or endorsement stating that DEVELOPER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (v) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by DEVELOPER under the Contract, including, without limitation, that set forth in Article VI, Section A, Indemnity.

**C. Independent Contractor.** DEVELOPER, in the performance of this Agreement, is and shall be an independent Contractor. DEVELOPER understands and agrees that DEVELOPER and all of DEVELOPER's employees, agents, consultants, and subconsultants shall not be considered officers, employees or agents of the District.



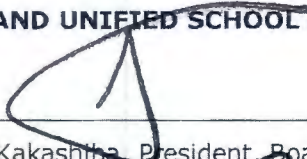
- D. No Third Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party (that is not a party to this agreement) against either the District or DEVELOPER.
- E. Binding on Successors.** The District and DEVELOPER, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. DEVELOPER shall not assign this Agreement.
- F. Governing Law.** This Agreement shall be governed by the laws of the State of California.
- G. Modifications.** This Agreement may be amended or modified only by an agreement in writing signed by both the District and DEVELOPER.

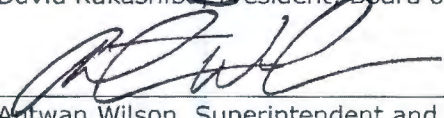
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered 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>

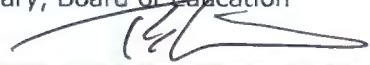
  
**Susie Butler-Berkley**  
**Contract Analyst**

ACCEPTED AND AGREED on the date indicated below:

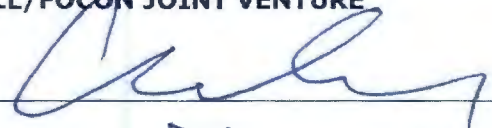
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Date: 8-14-14  
David Kakashiba, President, Board of Education

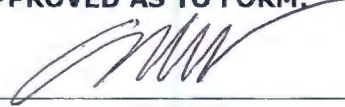
  
\_\_\_\_\_  
Date: 8-14-14  
Antwan Wilson, Superintendent and Secretary, Board of Education

  
\_\_\_\_\_  
Date: 7/30/14  
Timothy E. White, Associate Superintendent

**CAHILL/FOCON JOINT VENTURE**

  
\_\_\_\_\_  
Date: 7/25/14  
By: Chuck Falley Its: President - Managing Partner

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Date: 7-29-14  
Cate Boskoff, Facilities Counsel

File ID Number: 14-1637  
Introduction Date: 8-13-14  
Enactment Number: 14-1498  
Enactment Date: 8-13-14  
Bv:

**Exhibit A**

**Workers' Compensation Certificate**

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700**

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.



By: Chuck Falley  
Title: President - Managing Partner

**Exhibit B**  
**Scope of Work**  
**Project Deliverables**

DEVELOPER - Precon Deliverables

- Construction Schedule: DEVELOPER will develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by project criteria.
  - Responsibility Matrix: DEVELOPER will develop a responsibility matrix for the key team members (District/Architect/IOR) which will identify the roles and responsibilities of each entity for the Project as mutually agreed upon by all parties.
  - Constructability Review: DEVELOPER will conduct one technical review of the Plans and Specifications. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field. A report of findings will be distributed to the District and Architect. DEVELOPER will conduct a meeting with the Architect to determine if our comments are included in the final bid set of documents. DEVELOPER will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
  - Procurement Phase: DEVELOPER will conduct a pre-qualification of subcontractors and market the Project to the local contracting community. DEVELOPER will write detailed scopes of work for each bid package and put the Project out to bid.
  - Development of GPC: DEVELOPER will receive, open, and evaluate the bids for completeness, responsiveness, and price. DEVELOPER will negotiate with the most responsive bidders and provide the district with a report summarizing choices. Upon acceptance of all bids DEVELOPER shall develop and submit the GPC to the District for approval.
-



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2014

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).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 1255 Battery Street, Suite 450 San Francisco CA 94111	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURED</b> Cahill Contractors, Inc 425 California Street San Francisco, CA 94104	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Arch Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
<b>NAIC #</b> 11150		

**COVERAGES**

CERTIFICATE NUMBER: 739419776

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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	Y	71PKG8918110	1/1/2014	1/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$\$50,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS Comp. Ded.\$1	Y	71PKG8918110	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	71WCI8918010	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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

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

RE: Whittier Elementary School Expansion Project - 6328 E. 17th Street , Oakland, CA 94621.

ADDITIONAL INSURED(S): Oakland Unified School District and each of its officers, employees, and agents.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
 Attn: Timothy White  
 955 High Street  
 Oakland CA 94601 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following.

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement is effective on the inception date of the policy unless another date is indicated below.

SECTION II – LIABILITY COVERAGE, 1. WHO IS AN INSURED is amended to include as an "insured" the person(s) or organization(s) named in the Schedule below, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy. You are authorized to act for the additional insured named in the Schedule in all matters pertaining to this insurance.

**SCHEDULE**

**Name and Address of Additional Insured:**

ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED IN  
A WRITTEN CONTRACT, THAT SUCH PERSON OR  
ORGANIZATION IS AN ADDITIONAL INSURED ON THIS  
POLICY.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 71PKG8918110

Named Insured: Cahill Contractors, Inc.; Cahill Construction Services, Inc.

Endorsement Effective Date: 01/01/2014 local Standard Time at the First Named Insured's address.

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

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured: Cahill Contractors, Inc.; Cahill Construction Services, Inc.**

**Endorsement Effective Date: 01/01/2014**

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION THAT REQUESTS A WAIVER FROM THE NAMED INSURED VIA A WRITTEN CONTRACT PRIOR TO THE ACCIDENT OR LOSS.

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

**The Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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

## ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Designation Of Premises (Part Leased To You):</b>  <b>Any premises where required by written contract</b>
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>  <b>Any person or organization where required by written contract</b>
<b>Additional Premium: \$</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Cahill Contractors, Inc.;  
Cahill Construction Services, Inc.  
Policy Number: 71PKG8918110

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

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

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

ANY STATE OR POLITICAL SUBDIVISION REQUIRING THAT THEY BE NAMED AS AN  
ADDITIONAL INSURED ON YOUR POLICY SOLEY BECAUSE IT HAS ISSUED A  
PERMIT WITH RESPECT TO OPERATIONS PERFORMED BY YOU OR ON YOUR BEHALF.

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**

**Any person or organization where waiver of our right to recover is required by written contract provided such contract was executed prior to the loss**

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

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

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

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

**ADDITIONAL INSURED – LESSOR OF LEASED  
EQUIPMENT – AUTOMATIC STATUS WHEN  
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

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

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All parties where agreed to by a written contract.	All LOCATION(S) OF COVERED OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All parties where agreed to by a written contract.	All LOCATION(S) OF COVERED OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



POLICY NUMBER: 71WCI8918010

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be **N/A** % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

<b>PERSON OR ORGANIZATION</b>	<b>JOB DESCRIPTION</b>
<p>ANY PERSON OR ORGANIZATION            WHERE WAIVER OF OUR RIGHT TO            RECOVER IS REQUIRED BY WRITTEN            CONTRACT WITH SUCH PERSON OR            ORGANIZATION PROVIDED SUCH            CONTRACT WAS EXECUTED PRIOR TO            DATE OF LOSS.</p>	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2014 Policy No. 71WCI8918010

Endorsement No.

Insured CAHILL CONTRACTORS, INC.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By \_\_\_\_\_



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY		NAMED INSURED
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

#### Additional Information

The Producer will endeavor to mail 30 days written notice to the Certificate holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.



## ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER			
CARRIER	NAIC CODE		
EFFECTIVE DATE:			

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** \_\_\_\_\_

**Additional Information**

When required by a written contract:

**GENERAL LIABILITY**

Additional Insured Owners Lessees or Contractors Scheduled Person or Organization and Primary & Contributory - Form # CG 2010 04 13

Additional Insured- Owners Lessees or Contractors -Completed Operations & Primary & Contributory- Form # CG 20 37 04 13

Additional Insured - Lessor of Leased Equipment - Automatic Status - Form # CG 20 34 04 13

Additional Insured - State or Governmental Agency or Subdivision - Permits - Form # CG 20 12 04 13

Waiver of Transfer of Rights of Recovery Against Others to Us - Form # CG 24 04 05 09

Coverage is Primary/Non-Contributory if required by written contract per form CG 20 01 04 13

**AUTO LIABILITY**

Additional Insured -Form # 00 CA0070000906

Waiver of Transfer of Rights of Recovery Against Others to US (Waiver of Subro.)- Form# CA 04440310

**WORKERS COMPENSATION**

Waiver of Our Right to Recover from Others Endorsement - California - Form # WC04 03 06

Covered State: CA

**EXCESS LIABILITY:** Follows Primary form subject to policy terms, conditions and exclusions

\*Severability of Interest/Separation of Insured per policy form

## Agreement for PRE-CONSTRUCTION ROUTING FORM

Project Information			
Project Name	Whittier ES Expansion – New Construction	Site	163
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	Cahill/Focon Joint Venture	Agency's Contact	Michael Seals / Charles Palley
OUSD Vendor ID #	V060849	Title	Project Manager
Street Address	1111 Broadway Street, Suite 2310	City	Oakland State CA Zip 94607
Telephone	510-250-8500	Policy Expires	1-1-2015
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 #	13126		

Term			
Date Work Will Begin	8-14-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	6-1-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$156,915.00
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 #	Funding Source	Org Key	Object Code	Amount
9350	Measure J, Fund 21	1639905820	6252	\$156,915.00

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, Facilities Planning and Management			
	Signature	Date Approved	7/26/14	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	7-29-14	
3.	Associate Superintendent, Facilities Planning and Management			
	Signature	Date Approved	7/30/14	
4.	Deputy Superintendent, Board of Education			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		