

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	13-0134
Committee	Facilities
Introduction Date	1-23-13
Enactment Number	13-0247
Enactment Date	1-23-13



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

**To** Board of Education

**From** Tony Smith, Ph.D., Superintendent  
Timothy White, Associate Superintendent, Facilities Planning and Management

**Board Meeting Date** January 23, 2013

**Subject** Amendment No. 2, Small Construction Contract - Redgwick Construction - Claremont Landscaping Project

**Action Requested** Approval by the Board of Education of Amendment No. 1, Small Construction Contract with Redgwick Construction for Construction Services on behalf of the District at Claremont Landscaping Project, in an amount not-to exceed \$1,652.00 increasing previous contract amount from \$31,105.00 to a not to exceed amount of \$32,757.00 and revising the end date from June 27, 2012 through October 31, 2012 to January 15, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** The area by the back portables was not covered in the original proposal and the site and the Brekkes add striping for the play areas.

**Local Business Participation Percentage** 0.00% (Sole Source)

**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 Amendment No. 1, Small Construction Contract with Redgwick Construction for Construction Services on behalf of the District at Claremont Landscaping Project, in an amount not-to exceed \$1,652.00 increasing previous contract amount from \$31,105.00 to a not to exceed amount of \$32,757.00 and revising the end date from June 27, 2012 through October 31, 2012 to January 15, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

Measure A

**Attachments**

- Small Construction Contract including scope of work



## AMENDMENT NO. 2 TO SMALL CONSTRUCTION CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Redgwick Construction. OUSD entered into an Agreement with CONTRACTOR for services on June 27, 2012, and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The scope of work has <u>changed</u>.</b>
<b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>		
The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide payment for the additional striping because of site requests for changes.</u>		
2. <b>Terms</b> (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The term of the contract has <u>changed</u>.</b>
<b>If term is changed:</b> The contract term is extended by an additional <b>Three months</b> , and the amended expiration date is <b>January 15, 2013</b> .		
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The contract price has <u>changed</u>.</b>
<b>If the compensation is changed:</b> The contract price is amended by		
<input checked="" type="checkbox"/> <b>Increase of \$1,652.00 to original contract amount</b>		
<input type="checkbox"/> Decrease of \$ _____ to original contract amount		
and the new contract total is <b>Thirty-two thousand, seven hundred fifty-seven dollars and no cents (\$32,757.00)</b>		

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement.  This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	12-12-2012	The scope of the project is to provide additional slurry and changes to the striping by the site and the Brekkes.	\$1,841.00

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

David Kakishiba, President, Board of Education

Edgar Rakestraw, Jr., Secretary  
Board of Education

Timothy White, Associate Superintendent  
Facilities, Planning and Management

1/24/13  
Date

1/24/13  
Date

\_\_\_\_\_  
Date

CONTRACTOR

Contractor Signature

Print Name, Title

File ID Number: 13-0134

Introduction Date: 1-23-13

Enactment Number: 130247

Enactment Date: 1-23-13

By: H

12/5/2012  
Date

BOB RAHRBI PRESIDENT



**EXHIBIT "A" Scope of Work****Contractor Name:****Billing Rate:** One thousand, six hundred fifty-two dollars and no cents (\$1,652.00)**1. Description of Services to be Provided**

Due to changes to the site requests for changes to the numbering and to the striping by the site.

**2. Specific Outcomes:**

Update the paving at the Claremont Landscaping project.

**3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input checked="" type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at [www.epls.gov/epls/search.do](http://www.epls.gov/epls/search.do).

*Susie Butler-Berkley 12-6-2017*  
 Susie Butler-Berkley  
 Contract Analyst



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/14/2012

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 LIC #0726293 1-415-391-1500  
Gallagher Construction Services/  
Arthur J. Gallagher & Co. Insurance Brokers of CA Inc.  
1 Market St., Spear Tower #200

CONTACT NAME:  
PHONE:  
(A/C No, Ext): FAX (A/C, No):  
E-MAIL:  
ADDRESS:

San Francisco, CA 94105  
elizabeth.daba@ajg.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ASSOCIATED INDUSTRIES INS CO INC	23140
INSURER B:	NETHERLANDS INS CO THE	24171
INSURER C:	NAVIGATORS INS CO	42307
INSURER D:	GRANITE STATE INS CO	23809
INSURER E:		
INSURER F:		

INSURED  
Redgwick Construction Co.  
  
8150 Enterprise Drive  
Newark, CA 94560

**COVERAGES**

CERTIFICATE NUMBER: 27112470

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> "X" "C" "U" Incl.  GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	AES1020292	12/31/11	12/31/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGO \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded: <input checked="" type="checkbox"/> Coll Ded:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	BA8825832	12/31/11	12/31/12	COMBINED SINGLE LIMT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$		LA11KXC558187TV	12/31/11	12/31/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	065255491 (ADR)	12/31/11	12/31/12	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER 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 181, Additional Remarks Schedule, if more space is required)  
RCC Job #4466 / Client Project #07088  
RE: Claremont Middle School Landscaping Services  
ADDITIONAL INSURED(S): Oakland Unified School District and its directors, officers, employees, agents and representatives

**CERTIFICATE HOLDER**

RCC Job #4466 / Client Project #07088  
Oakland Unified School District  
Attn: Susie Butler-Deskley  
955 High Street  
Oakland, CA 94601  
USA

**CANCELLATION**

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

EXHIBIT A

CO # 2



# 07088

Redgwick Construction Company

To: OUSD  
Attention: Rock Burton  
Date: 8/24/12  
Subject: Additional Striping Work Request to make Changes

Please see the below cost from Lineation Markings due to changes in the striping and the additional overtime for crews to perform:

Redgwick:

- Field Report Lineation Markings - ~~\$1,593.80~~ 1,543
- Redgwick 5% Markup = \$79.64 77
- Bond 2% = \$33.47 32

Total = ~~\$1,706.98~~ - CO # 3  
4,652-

Please review and process the corresponding change order for the additional work. Keep for your records and let us know if you have any questions.

Thank you.  
Redgwick Construction Company



## AMENDMENT TO SMALL CONSTRUCTION CONTRACT ROUTING FORM

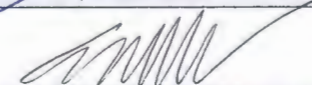
Project Information			
Project Name	Claremont Landscaping	Site	Claremont Middle School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including 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	Redgwick Construction	Agency's Contact	Travis Miller		
OUSD Vendor ID #	V054212	Title	Project Manager		
Street Address	8150 Enterprise Drive	City	Newark	State	CA Zip
Telephone	510-792-1727	Policy Expires	12-31-2012		
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes x No		
OUSD Project #	07088				

Term			
Date Work Will Begin	6-27-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	1-15-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$32,105.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 1,652.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
0000	Measure A	2019303891	6271	\$1,652.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
1.	Division Head	Charles Love	Phone	510-535-7081 Fax 510-535-7082
	Capital Program Contract & Accounting Manager			
2.	Signature			Date Approved 12-5-12
	General Counsel, Department of Facilities Planning and Management			
3.	Signature			Date Approved 12.12.12
	Associate Superintendent, Facilities Planning and Management			
4.	Signature			Date Approved
	President, Board of Education			
4.	Signature			Date Approved

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	12-3086
Committee	Facilities
Introduction Date	12-12-12
Enactment Number	12-3001
Enactment Date	12-12-12



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools. Thriving Students

## Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent  
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date December 12, 2012

Subject Amendment No. 1, Small Construction Contract - Redgwick Construction - Claremont Landscaping Project

**Action Requested** Approval by the Board of Education of Amendment No. 1, Small Construction Contract with Redgwick Construction for Construction Services on behalf of the District at Claremont Landscaping Project, in an amount not-to exceed \$1,841.00 increasing previous contract amount from \$29,264.00 to a not to exceed amount of \$31,105.00 and revising the end date from June 27, 2012 through July 20, 2012 to October 31, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** The area by the back portables was not covered in the original proposal and the site and the Brekkes add striping for the play areas.

**Local Business Participation Percentage** 0.00% (Sole Source)

**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 Amendment No. 1, Small Construction Contract with Redgwick Construction for Construction Services on behalf of the District at Claremont Landscaping Project, in an amount not-to exceed \$1,841.00 increasing previous contract amount from \$29,264.00 to a not to exceed amount of \$31,105.00 and revising the end date from June 27, 2012 through July 20, 2012 to October 31, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

Measure A

**Attachments**

- Small Construction Contract including scope of work



### AMENDMENT NO. 1 TO SMALL CONSTRUCTION CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Redgwick Construction. OUSD entered into an Agreement with CONTRACTOR for services on June 27, 2012, and the parties agree to amend that Agreement as follows:

<p>1. <b>Services:</b>      <input type="checkbox"/> The scope of work is <u>unchanged</u>.                      <input checked="" type="checkbox"/> The scope of work has <u>changed</u>.</p> <p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional slurry and changes to the striping by the site and the Brekkes.</u></p>
<p>2. <b>Terms (duration):</b>    <input type="checkbox"/> The term of the contract is <u>unchanged</u>.                      <input checked="" type="checkbox"/> The term of the contract has <u>changed</u>.</p> <p><b>If term is changed:</b> The contract term is extended by an additional <b>Three months</b>, and the amended expiration date is <b>October 31, 2012</b>.</p>
<p>3. <b>Compensation:</b>    <input type="checkbox"/> The contract price is <u>unchanged</u>.                      <input checked="" type="checkbox"/> The contract price has <u>changed</u>.</p> <p><b>If the compensation is changed:</b> The contract price is amended by</p> <p>   <input checked="" type="checkbox"/> Increase of <b>\$1,841.00 to original contract amount</b></p> <p>   <input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <b>Thirty-one thousand, one hundred five dollars and no cents (\$31,105.00)</b></p>

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement.     This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London, President, Board of Education      Date: 12/13/12

Edgar Rakestraw, Jr., Secretary  
 Board of Education      Date: 12/13/12

Timothy White, Associate Superintendent  
 Facilities, Planning and Management      Date: 12/13/12

CONTRACTOR

Contractor Signature      Date: 10/19/2012

Print Name, Title      **Bob Rahebi**  
**President**

File ID Number: 12-3086  
 Introduction Date: 12-12-12  
 Enactment Number: 12-3201  
 Enactment Date: 12-12-12  
 By:

**EXHIBIT "A" Scope of Work**

**Contractor Name:**

**Billing Rate:** One thousand, eight hundred forty-one dollars and no cents (\$1,841.00)

**1. Description of Services to be Provided**

Because of added area for slurry and changes to the striping by the site and the Brekkes.

**2. Specific Outcomes:**

Update the paving at the Claremont Landscaping project.

**3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input checked="" type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at [www.epls.gov/epls/search.do](http://www.epls.gov/epls/search.do).

*Susie Butler-Berkley 10/11/2012*  
 \_\_\_\_\_  
 Susie Butler-Berkley  
 Contract Analyst



Exhibit A

AMENDMENT #7  
CO # 2



*Redgwick Construction Company*

To: OUSD  
Attention: Rock Borton  
Date: 8/20/12  
Subject: Additional Striping Work and Small Square Footage Slurry Increase

Please see the below cost quote for the Claremont Striping Changes and increase in square foot area of seal coat:

*Redgwick:*

- *Striping Work 1 Foreman and 3 Labors Additional Layout Time = \$900*
- *2000 SF @ .32 = \$640*
- *Mark up 15% = \$261*
- *Bond 2% = \$40*

**Total = \$1,841.00**

Please review and process the corresponding change order for the additional work. Keep for your records and let us know if you have any questions.

Thank you,  
Redgwick Construction Company

CO # 1



*Redgwick Construction Company*

To: OUSD  
Attention: Rock Borton  
Date: 8/20/12  
Subject: Additional Striping Work and Small Square Footage Slurry Increase

Please see the below cost quote for the Claremont Striping Changes and increase in square foot area of seal coat:

*Redgwick:*

- *Striping Work 1 Foreman and 3 Labors Additional Layout Time = \$900*
- *2000 SF @ .32 = \$640*
- *Mark up 15% = \$261*
- *Bond 2% = \$40*

**Total = \$1,841.00**

Please review and process the corresponding change order for the additional work. Keep for your records and let us know if you have any questions.

Thank you,  
Redgwick Construction Company

CO#2



*Redgwick Construction Company*

To: OUSD  
Attention: Rock Borton  
Date: 8/24/12  
Subject: Additional Striping Work Request to make Changes

Please see the below cost from Lineation Markings due to changes in the striping and the additional overtime for crews to perform:

*Redgwick:*

- *Field Report Lineation Markings = \$1593.82*
- *Redgwick 5% Markup = \$79.69*
- *Bond 2% = \$33.47*

**Total = \$1,706.98**

Please review and process the corresponding change order for the additional work. Keep for your records and let us know if you have any questions.

Thank you,  
Redgwick Construction Company



## AMENDMENT TO SMALL CONSTRUCTION CONTRACT ROUTING FORM

Project Information			
Project Name	Claremont Landscaping	Site	Claremont Middle School
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	Redgwick Construction	Agency's Contact	Travis Miller
OUSD Vendor ID #	V054212	Title	Project Manager
Street Address	8150 Enterprise Drive	City	Newark
Telephone	510-792-1727	State	CA
		Zip	
		Policy Expires	12-31-2012
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 #	07088		

Term			
Date Work Will Begin	6-27-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	10-31-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$31,105.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 1,841.00
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
9303	Measure A	2019303891	6271	\$1,841.00

Approval and Routing (in order of approval steps)						
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.						
1.	Division Head	Charles Love	Phone	510-879-8389	Fax	510-879-3673
	Capital Program Contract & Accounting Manager					
	Signature			Date Approved	10-12-12	
2.	General Counsel, Department of Facilities Planning and Management					
	Signature			Date Approved	10-29-12	
3.	Associate Superintendent, Facilities Planning and Management					
	Signature			Date Approved		
4.	President, Board of Education					
	Signature			Date Approved		

Board Office Use: Legislative File Info.	
File ID Number	12-1792
Committee	Facilities
Introduction Date	6-27-2012
Enactment Number	12-1835
Enactment Date	6/27/12



OAKLAND UNIFIED  
SCHOOL DISTRICT

## Memo

**To** Board of Education

**From** Tony Smith, Ed.D., Superintendent  
Timothy White, Associate Superintendent, Facilities Planning and Management

**Board Meeting Date** June 27, 2012

**Subject** Small Construction Contract - Redgwick Construction - Claremont Middle School Landscaping Project

**Action Requested** Approval by the Board of Education of an Small Construction Contract with Redgwick Construction for Landscaping Services on behalf of the District at Claremont Middle School Landscaping Project, in an amount not-to exceed \$29,264.00. The term of this Agreement shall commence on June 27, 2012 and shall conclude no later than July 20, 2012.

**Background** Because of existing conditions, the site and the parent committee requested that the playground areas be slurry coated and restripped. We tried to bid this out to local contractors, but no one responded.

**Local Business Participation Percentage** 0.00%

**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 Redgwick Construction for Landscaping Services on behalf of the District at Claremont Middle School Landscaping Project, in an amount not-to exceed \$29,264.00. The term of this Agreement shall commence on June 27, 2012 and shall conclude no later than July 20, 2012.

**Fiscal Impact**

Fund 35

**Attachments**

- Independent Consultant Agreement including scope of work



CONTRACTOR: Redgwick Construction

TAX I.D. NUMBER 94-1129415

13 P: 46  
CITIES PLAN 1

**OAKLAND UNIFIED SCHOOL DISTRICT  
AGREEMENT FOR CONSTRUCTION SERVICES  
PROJECTS \$45,001.00 to \$175,000.00**

**CLAREMONT MIDDLE SCHOOL LANDSCAPING PROJECT**

**THIS CONTRACT** is made and entered into this    day of **April 20, 2012** ("Contract"), by and between **Redgwick Construction** ("Contractor") and Oakland Unified School District ("District").

1. The Contractor shall furnish to the District for a total price of **Twenty-nine thousand, two hundred sixty-four Dollars (\$29,264.00)** ("Contract Price"), the following services ("Services" or "Work"):

**The scope of the project is to provide a slurry coat over all the playground areas. After the slurry, they will restrip per a revised stripping plan. This plan was revised per the site and the parent committee. We cannot slurry during cold and rainy weather, we will have to wait for the weather to warm up to proceed.**

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 **Claremont Middle School** ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed with **Thirty days (30)** 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 FIVE HUNDRED Dollars (\$ 500.00) 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 Rocky Bolton 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 checked="" type="checkbox"/> Payment Bond                            |
| <input checked="" 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")           |
| <input checked="" type="checkbox"/> Prevailing Wage Certification                   | <input type="checkbox"/> Plans  |
| <input checked="" type="checkbox"/> Workers' Compensation Certification             | _____ [Other]   |
| <input checked="" type="checkbox"/> Criminal Background Investigation Certification | _____ [Other]   |
| <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: \_\_\_\_\_

94-1129415

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.

ACCEPTED AND AGREED on the date indicated below:

**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-five percent (95%) 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 5% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.
- 24) **TIME FOR COMPLETION:** It is hereby understood and agreed that the work under this contract shall be completed within Thirty days consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float. **All work must be completed by June 30, 2012**
- 25) **COMPLETION-EXTENSION OF TIME:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
- 26) **LIQUIDATED DAMAGES:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of



and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"): **\$0.00** dollars per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed.

- 27) **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.
- 28) **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.
- 29) **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).
- 30) **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.
- 31) **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.
- 32) **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.
- 33) **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.

- 34) **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.
- 35) **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.
- 36) **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.
- 37) **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.
- i) Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
  - ii) 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.
- 38) **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.

- 39) **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.
- 40) **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.
- 41) **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.
- 42) **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.
- 43) **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.
- 44) **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.
- 45) **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.



OAKLAND UNIFIED SCHOOL DISTRICT

Jody London  
Jody London, President, Board of Education

6/28/12  
Date

Edgar Rakestraw, Jr.  
Edgar Rakestraw, Jr., Secretary, Board of Education

6/28/12  
Date

Timothy E. White  
Timothy E. White, Associate Superintendent of  
Facilities, Planning and Management

6/28/12  
Date

File ID Number: 12-1792  
Introduction Date: 6/27/12  
Enactment Number: 12-1835  
Enactment Date: 6/27/12  
By: [Signature]

**Redgwick Construction**  
[Signature]

6/6/12  
Date

By: BOB RAHEBI Its: PRESIDENT

APPROVED AS TO FORM:

[Signature]  
Catherine Boskoff, Facilities Counsel

6/14/12  
Date

**NONCOLLUSION AFFIDAVIT**  
**Public Contract Code Section 7106**

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF ALAMEDA                )

BOB RAHEBI of the party making the foregoing bid or contract, that the bid or contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid or contract is genuine and not collusive or sham; that the bidder or contractor has not directly or indirectly induced or solicited any other bidder or contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or contractor or anyone else to put in a sham bid or contract, or that anyone shall refrain from bidding or issuing a proposal; that the bidder or contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price or contract price or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid or contract are true; and further, that the bidder or contractor has not, directly or indirectly, submitted his or her bid price or contract price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid or contract.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this Noncollusion Affidavit is true and correct.

Date: 6/6/12  
Proper Name of Bidder: REDGWICK CONSTRUCTION COMPANY  
Signature: [Handwritten Signature]  
Print Name: BOB RAHEBI  
Title: PRESIDENT

**(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)**

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ALAMEDA

On JUNE 11, 2012 before me, PETER ANAND, NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared BOB RAHERS

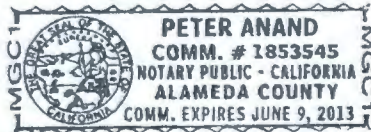
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument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

Peter Anand  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

\_\_\_\_\_  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ◊ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ◊ Indicate title or type of attached document, number of pages and date.
    - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document.



**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: 6/6/12  
Proper Name of Contractor: REDGWICK CONSTRUCTION COMPANY  
Signature: [Signature]  
Print Name: BOB RAHESI  
Title: PRESIDENT

---

**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: 6/6/12  
Proper Name of Contractor: REDGWICK CONSTRUCTION COMPANY  
Signature: [Signature]  
Print Name: BOB RAHESI  
Title: PRESIDENT

(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: \_\_\_\_\_

X 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 contact 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: 6/6/12  
Proper Name of Contractor: REDQUICK CONSTRUCTION COMPANY  
Signature: [Signature]  
Print Name: BOB RAHEBI  
Title: PRESIDENT

**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: 6/6/12  
Proper Name of: REDGWICK CONSTRUCTION COMPANY  
Signature:   
Print Name: BOB RAHABI  
Title: PRESIDENT



## **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: 6/6/12  
Proper Name of Contractor: REDGWICK CONSTRUCTION COMPANY  
Signature:   
Print Name: BOB RAHABI  
Title: PRESIDENT

**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: 6/6/12  
Proper Name of Contractor: REDGWICK CONSTRUCTION COMPANY  
Signature:   
Print Name: BOB RAHER  
Title: PRESIDENT



CONTRACT BOND - CALIFORNIA  
PAYMENT BOND

Bond No. 070-014-193  
Premium included in charge  
for performance bond

KNOW ALL BY THESE PRESENTS, That we, Redgwick Construction Co.

and the Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of Ohio and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto Oakland Unified School District

, as Obligee,  
in the sum of Twenty Nine Thousand Two Hundred Sixty Four and no/100ths Dollars (\$ 29,264.00\*\*\*\*\*),

for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, That WHEREAS, the above-bounden Principal has entered into a contract, dated 20th day of April, 2012, with the Obligee to do and perform the following work, to-wit:

Claremont Middle School Landscaping Project

NOW, THEREFORE, if the above-bounden Principal or his/her subcontractors fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the Principal or his/her subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, Surety will pay for the same, in an amount not exceeding the amount specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies or corporations entitled to file claims under Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Signed, sealed and dated this 6th day of June, 2012

Redgwick Construction Co. Principal

No premium is charged for this bond. It is executed in connection with a bond for the performance of the contract.



The Ohio Casualty Insurance Company

By Janet C. Rojo Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Francisco

On June 6, 2012 before me, Betty L. Tolentino, Notary Public  
Date Here: Insert Name and Title of the Officer  
personally appeared Janet C. Rojo  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Betty L. Tolentino  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

5150182

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. \_\_\_\_\_

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **RICHARD ADAIR, JANET C ROJO, SUSAN HECKER, BETTY L TOLentino, M. MOODY, MAUREEN O'CONNELL, J. M ALBADA, BRIAN F COOPER, ROBERT WRIXON, VIRGINIA L BLACK, KEVIN RE, MARICELA SANTOS**.....

all of the city of SAN FRANCISCO, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto; this 13th day of February, 2012.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By:   
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 13th day of February, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By:   
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

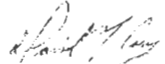
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary or other officer of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of June, 2012.

By:   
David M. Carey, Assistant Secretary

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

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



CONTRACT BOND - CALIFORNIA  
FAITHFUL PERFORMANCE -  
PUBLIC WORK

Bond No. 070-014-193

Initial premium charged for this bond is  
\$732.00 subject to  
adjustment upon completion of contract  
at applicable rate on final contract price.

KNOW ALL BY THESE PRESENTS, That Redgwick Construction Co.  
of 8150 Enterprise Drive, Newark, CA 94560 as Principal,  
and the Ohio Casualty Insurance Company, a corporation organized and existing  
under the laws of the State of Ohio and authorized to transact surety business in the State of California, as  
Surety, are held and firmly bound unto Oakland Unified School District

in the sum of Twenty Nine Thousand Two Hundred Sixty Four and no/100ths  
Dollars (\$ 29,264.00\*\*\*\*\* ),

for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, That WHEREAS, the above-bounded Principal has entered into a  
Contract, dated April 20, 2012, with the Oakland Unified School District

to do and perform the following work, to-wit:

Claremont Middle School Landscaping Project

NOW, THEREFORE, if the above-bounded Principal shall faithfully perform all the provisions of said Contract, then this obligation shall  
be void; otherwise to remain in full force and effect.

PROVIDED FURTHER THAT, Any suit under this bond must be instituted before the expiration of two (2) years from the date of  
substantial completion of the work to be performed under the Contract.

Signed and sealed this 6th day of June, 2012.

Redgwick Construction Co.

Principal

The Ohio Casualty Insurance Company

By Janet C. Rojo

Janet C. Rojo, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of San Francisco }

On June 6, 2012 before me, Betty L. Tolentino, Notary Public  
Date Here: Insert Name and Title of the Officer

personally appeared Janet C. Rojo  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Betty L. Tolentino  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

5150181

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. \_\_\_\_\_

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless Insurance Company

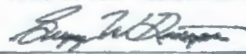
**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **RICHARD ADAIR, JANET C ROJO, SUSAN HECKER, BETTY L TOLENTINO, M. MOODY, MAUREEN O'CONNELL, J. M ALBADA, BRIAN F COOPER, ROBERT WRIXON, VIRGINIA L BLACK, KEVIN RE, MARICELA SANTOS** \_\_\_\_\_

all of the city of SAN FRANCISCO, state of CALIFORNIA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February, 2012.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By:   
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 13th day of February, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By:   
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.


**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary or other officer of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of June, 2012.

By:   
David M. Carey, Assistant Secretary

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

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



SPRINK  
WORK  
AGREEMENT. REEST.



510.792.1727

TRAVIS@REDGWICK.COM

Date: 12/13/2011

Attention: Calvin Ransom

### Proposal

I want to thank you for giving us the opportunity to provide you with a proposal for this project. Our proposal is based on Seal Coating Approx. 65,200 square feet of asphalt surface at Claremont Middle School, 5750 College Ave, Oakland, CA. These inclusions and exclusions in our bid are to be incorporated into subcontract agreement when awarded. If you have questions regarding this bid please give us a call at your convenience.

#### INCLUSIONS:

- Provide 1 mobilizations
- Seal Coat Only Approximately 65,200 square feet (2 coats) of existing asphalt pavement.

Price per square foot \$0.32. Approx. Area 65,200 SF Total bid Price = \$20,864.00

Add Alternate Striping= \$7,500.00

*Note: Must award entire total bid price.*

TOMC - \$28,364 -  
ADD - BONDS 900 -  
\$29,264

#### Clarifications:

1. Based on normal working shift Monday through Saturday 7:00 am to 5:00 pm
2. Based on one mobilization. Additional mob at \$2,500 each.
3. Other contractor's spoils will be off hauled at \$500 per semi end load.
4. All building, walls, footings, slabs, and other structural demolition in excluded.
5. Redgwick Construction is signatory with Laborer's Union and Operators Union.

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6. Redgwick will not clear working area of obstructions. All areas must be cleared by agency of cars, containers and all other items that will impede with the removal and placement of the asphalt areas.
7. Work area limits shall be marked out by the agency.
8. No demo, construction of pavement, concrete, building or any other project items are included. Seal coat work ONLY.
9. No work will be done within the building areas.

**EXCLUSIONS:**

1. Engineering, design, as built drawings, layout, survey & staking.
2. Soil testing, permits, bonds and fees.
3. All structural demolition.
4. Exclude fabric or geo-fabric materials.
5. Lime treatment of any kind.
6. Shoring and lagging work, bracing, retaining wall or structural excavation and backfill.
7. Subexcavation.
8. Joint trench work.
9. Underground work installation (storm drains, electrical, water, gas).
10. Compaction test, SWPPP Plans video of storm and sewer, erosion control measures.
11. Fencing, landscaping, irrigation, top soil work.
12. Underground work, patch paving for underground contractor
13. Concrete work.
14. Brick paver installation.
15. Demolition, removal and offhaul of unforeseen below grade obstructions.
16. Saw-Cutting
17. Removal and handling of hazardous materials. Special suites, hazmat certification
18. Demolition, removal or construction of construction fences and gates.
19. Soil Sterilant & termite control measures.
20. No excavation for footing.
21. Gas, underground utilities, electrical work.
22. Pavement striping, markings and signage and monuments removal and placement.
23. Bumpers, wheel stops, bollards, bike racks and street barricades.
24. Construction water.
25. Hydro seeding, silt fence, site entrance rock and erosion control measures.
26. Meters by others.
27. Overtime work.
28. Any items not included in our inclusions are considered excluded.
29. This proposal must become a part of our contract.

**This proposal is good only for thirty days from the dated issued.**

Sincerely,  
Redgwick Construction Company

*Travis Miller*

Travis Miller

## SMALL CONSTRUCTION CONTRACT ROUTING FORM


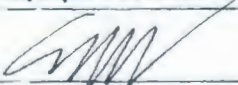

Project Information			
Project Name	Claremont Middle School Landscaping	Site	Claremont Middle School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, 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	Redgwick Construction	Agency's Contact	Travis Miller
OUSD Vendor ID #	V054212	Title	Project Manager
Street Address	8150 Enterprise Drive	City	Newark State CA Zip 94560
Telephone	510-792-1727	Policy Expires	2-31-2012
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 #	07088		

Term			
Date Work Will Begin	6-27-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	7-20-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$29,264.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
3535	Fund 35	2019003891	6271	\$29,264.00

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	Charles Love	Phone	510-535-7081	Fax 510-535-7082
1.	Capital Program Contract & Accounting Manager				
	Signature		Date Approved	6-14-12	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	6-15-12	
3.	Associate Superintendent, Facilities Planning and Management				
	Signature		Date Approved		
	President, Board of Education				
4.	Signature		Date Approved		