

| | |
|---|-------------------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 12-0986 |
| Committee | Facilities |
| Introduction Date | 4-25-2012 |
| Enactment Number | 12-1078 |
| Enactment Date | 4-25-12 <i>aj</i> |



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date April 25, 2012

Subject Agreement for Small Construction Services - Premium Roofing - Crocker Highlands Elementary School Modernization Project

Action Requested Approval by the Board of Education of an Agreement for Small Construction Services with Premium Roofing for Roofing Services on behalf of the District at Crocker Highlands Elementary School Modernization Project, in an amount not to exceed \$27,825.00. The term of this Agreement commence March 28, 2012 and conclude no later than May 11, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Over the years there have been may obstructions caught in the deck scuppers, this has caused flooding and damage to the deck and the ceiling below. Adding a scupper and replacing the deck is the only way to stop the leaks and damage.

Local Business Participation Percentage 100.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

Approval by the Board of Education of an Agreement for Small Construction Services with Premium Roofing for Roofing Services on behalf of the District at Crocker Highlands Elementary School Modernization Project, in an amount not to exceed \$27,825.00. The term of this Agreement commence March 28, 2012 and conclude no later than May 11, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure A

Attachments

- Independent Contractors Agreement including scope of work

CONTRACTOR: Premium Roofing

TAX I.D. NUMBER 16-1704527

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

**Crocker Highlands Modernization Project
Project Number: 02060**

THIS CONTRACT is made and entered into this 9th day of March, 2012 ("Contract"), by and between **Premium Roofing** ("Contractor") and Oakland Unified School District ("District").

1. The Contractor shall furnish to the District for a total price of **Twenty-seven thousand, eight hundred twenty-five dollars and no cents (\$27,825.00)** ("Contract Price"), the following services ("Services" or "Work"):

The scope of the project is to repair existing roof deck, remove the existing decking and plywood and replace with new. This will include the supplies need for the replacement and adding a scupper and downspout.

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 **Crocker Highlands Elementary School Moderization** ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed with **[SPELL OUT COMPLETION DAYS] (60 Days)** 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 **Building and Grounds** of the Facilities Department of the District.

AK

FACILITIES PLANNING
AND MANAGEMENT
2012 MAR 16

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 checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification |
| <input type="checkbox"/> Bid Form and Proposal | <input checked="" 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 checked="" 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: _____

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.

AK

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

AK

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

AK

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 **Sixty (60)** 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 May 11, 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"): **Five hundred dollars (\$500.00)** 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

AK

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

4/26/12

Date

Edgar Rakestraw, Jr.

Edgar Rakestraw, Jr., Secretary, Board of Education

4/26/12

Date

TEW

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

Date

CONTRACTOR

PREMIUM ROOFING & WATERPROOFING

March 12, 2012

Date

By: *ALAN KREAGER*

Its: *Alan Kreager*

APPROVED AS TO FORM:

[Signature]

Catherine Boskoff, Facilities Counsel

4.11.12

Date

File ID Number: *12-0936*
Introduction Date: *4-25-12*
Enactment Number: *12-1078*
Enactment Date: *4-25-12*
By: *[Signature]*

AK

ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of ALAMEDA } SS.

On 12th MARCH 2012, before me, MURSHAD BOBBY KHAN, Notary Public,
DATE

personally appeared ALAN C. KREAGER, 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.



NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

NONCOLLUSION AFFIDAVIT

TITLE OR TYPE OF DOCUMENT

1 ONE PAGE

NUMBER OF PAGES

12th MARCH 2012

DATE OF DOCUMENT

OTHER

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT OF SIGNER



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: MARCH 12, 2012
Proper Name of Contractor: PREMIUM ROOFING & WATERPROOFING, INC
Signature: *Alan Kreager*
Print Name: ALAN KREAGER
Title: SECRETARY TREASURER

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: MARCH 12, 2012
Proper Name of Contractor: PREMIUM ROOFING & WATERPROOFING, INC
Signature: *Alan Kreager*
Print Name: ALAN KREAGER
Title: SECRETARY TREASURER

(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.)

AK

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

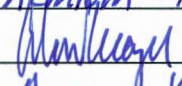
Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and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

Name: JESUS AMBRIZ CERVANTES

Title: PRESIDENT

_____ 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: MARCH 12, 2012
Proper Name of Contractor: PREMIUM ROOFING & WATERPROOFING, INC.
Signature: 
Print Name: ALAN KREAGER
Title: SECRETARY TREASURER

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.

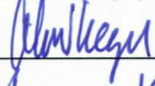
Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

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: MARCH 12, 2012
Proper Name of: PREMIUM ROOFING & WATERPROOFING, INC.
Signature: 
Print Name: ALAN KREAGER
Title: SECRETARY TREASURER

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.

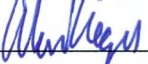
The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior 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.

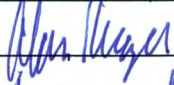
It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to 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: MARCH 12, 2012
Proper Name of Contractor: PREMIUM ROOFING & WATERPROOFING, INC.
Signature: 
Print Name: ALAN KREAGER
Title: SECRETARY TREASURER

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: MARCH 12, 2012
Proper Name of Contractor: PREMIUM ROOFING & WATERPROOFING, INC.
Signature: 
Print Name: ALAN KREAGER
Title: SECRETARY TREASURER

PREMIUM ROOFING & WATERPROOFING
919 52ND AVE
OAKLAND, CA 94601

IRREVOCABLE DIRECTIVE OF DRAW PROCEEDS

To: Oakland Unified School District (Oakland, CA)
Re: Crocker Highlands Walking Deck Repair

As an express condition precedent to issuance of payment and/or performance bonds for your Project, **Upper Hudson National Insurance Company** ("Surety") as Contract Surety for **Premium Roofing & Waterproofing** ("Contractor") requires us to employ Cinium Risk Management, LLC, a funds administration company, as funds administrator ("Funds Administrator") to control disbursement of payments made by you for work performed by us on your Project ("Contract Funds") pursuant to our contract (the "Contract"). Cinium Risk Management, LLC is a wholly-owned subsidiary of Cinium Financial Services Corporation. The Funds Administration Agreement between Contractor and Funds Administrator requires that payments of all Contract Funds, including but not limited to change orders, modifications, amendments, retainage, interest or claim proceeds, if any, be made payable to Funds Administrator to be deposited into its Funds Administration Account and disbursed in accordance with the terms of the Funds Administration Agreement. This directive is not intended as an assignment of the Contract or of our performance obligations thereunder and Funds Administrator shall not be deemed to be a party to the Contract.

Please consider this our irrevocable directive to you (as Bond Obligee) to make any and all payments of Contract Funds payable solely in the name of Cinium Risk Management, LLC and addressed to:

| | |
|---|--|
| <p>For funds sent via <u>U.S. Postal Regular Mail:</u></p> <p>Cinium Risk Management, LLC M&T Bank Lockbox PO Box 8000 Dept. #717 Buffalo, NY 14267</p> | <p>For funds sent via <u>Overnight/Express Mail Courier:</u></p> <p>Cinium Risk Management, LLC M&T Bank Lockbox 8000717 626 Commerce Drive Amherst, NY 14228</p> |
| <p>For funds sent via <u>Wire Transfer:</u></p> <p>Bank: M&T Bank 4446 State Route 42, Monticello, NY 12701 (845) 794-6798</p> <p>ABA: 022 000 046</p> <p>Account: Cinium Risk Management, LLC Funds Administration Account</p> <p>Account #: 9849213906</p> <p>Reference: Premium Roofing & Waterproofing; Crocker Highlands Walking Deck Repair</p> | |

All payments made as directed above shall be deemed to be payments to Contractor, the same as if made directly to Contractor.

By the signature of the Contractor, the Contractor represents to Bond Oblige: (1) nothing in this directive amends or alters any of the Contractor's obligations under the Contract, and Contractor covenants to perform the Contract in accordance with its terms: and (2) the Contractor hereby releases, defends and indemnifies the Bond Oblige from and against any and all damages, costs, liabilities and claims arising from or in connection with this directive or the Bond Oblige's payments to the Funds Administrator.

By countersignature below, you certify your agreement to comply with this directive of draw proceeds. Our directive and this certification by you is irrevocable and can only be changed by the written directive of Contractor accompanied by the written and properly notarized consent of the Surety (not Surety Agent).

Premium Roofing & Waterproofing
919 52nd Ave
Oakland, CA 94601
(510)774-7083
(510)225-2624 Fax
alkreager@yahoo.com

By: [Signature]
Printed Name: ALAN KREAGER
Title: Secretary Treasurer

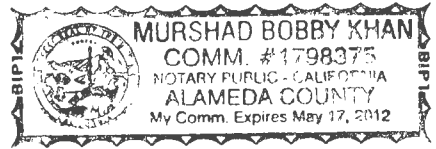
Oakland Unified School District (Oakland, CA)
By: [Signature]
Printed Name: Rock Borton
Title: PROJECT MANAGER
Address: 955 High St.
OAKLAND, CA 94601
Phone: 510.333.2262
Fax: 510.535.7040
Email: Rock.Borton@OUSD. ~~State~~ K12.US.CA

CONTRACTOR ACKNOWLEDGEMENT:

State of California }
County of Alameda } ss:

On the 29th day of March, 2012, before me, the undersigned, ^{NOTARILY PUBLIC} MURSHAD BOBBY KHAN, personally appeared ALAN C. KREAGER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual 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

[Signature]
Notary Public



AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Premium Roofing & Waterproofing
919 52nd Avenue
Oakland, CA 94601

SURETY:

(Name, legal status and principal place of business)

Upper Hudson National Insurance Company
195 Lake Louise Marie Road
PO Box 8005
Rock Hill, NY 12775-8005
Bond No. 102159-00

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Oakland Unified School District
955 High Street
Oakland, CA 94601

CONSTRUCTION CONTRACT

Date:

Amount: \$ 27,825.00

Description:

(Name and location)

Crocker Highlands Walking Deck Repair
525 Midwest Road
Oakland, CA 94601

BOND

Date:

(Not earlier than Construction Contract Date)

March 30, 2012

Amount: \$ 27,825.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)

Signature:

Name and

Title:

Donald Appel,
Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Init.

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Additions and Deletions Report for AIA® Document A312™ – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:54:49 on 03/30/2012.

PAGE 1

Premium Roofing & Waterproofing
919 52nd Avenue
Oakland, CA 94601

Upper Hudson National Insurance
Company
195 Lake Louise Marie Road
PO Box 8005
Rock Hill, NY 12775-8005
Bond No. 102159-00

...

Oakland Unified School District
955 High Street
Oakland, CA 94601

...

Amount: \$ 27,825.00

...

Crocker Highlands Walking Deck Repair
525 Midwest Road
Oakland, CA 94601

...

Date:

(Not earlier than Construction Contract Date)

March 30, 2012

Amount: \$ 27,825.00

Modifications to this Bond: None See Section 16

...

Name and
Title:

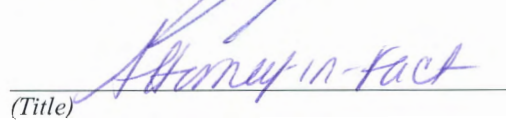
Name and Title: Donald Appel,
Attorney-in-Fact

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Donald Appel, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:54:49 on 03/30/2012 under Order No. 8957498984_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


(Title)


(Dated)

 **AIA**® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Premium Roofing & Waterproofing
919 52nd Avenue
Oakland, CA 94601

SURETY:

(Name, legal status and principal place of business)

Upper Hudson National Insurance
Company
195 Lake Louise Marie Road
PO Box 8005
Rock Hill, NY 12775-8005
Bond No. 102159-00

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Oakland Unified School District
955 High Street
Oakland, CA 94601

CONSTRUCTION CONTRACT

Date:

Amount: \$ 27,825.00

Description:

(Name and location)

Crocker Highlands Walking Deck Repair
525 Midcrest Road
Oakland, CA 94610

BOND

Date:

(Not earlier than Construction Contract Date)

March 30, 2012

Amount: \$ 27,825.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

Donald Appel,
Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address: _____

Additions and Deletions Report for AIA[®] Document A312[™] – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:47:16 on 03/30/2012.

PAGE 1

Premium Roofing & Waterproofing
919 52nd Avenue
Oakland, CA 94601

Upper Hudson National Insurance
Company
195 Lake Louise Marie Road
PO Box 8005
Rock Hill, NY 12775-8005
Bond No. 102159-00

...

Oakland Unified School District
955 High Street
Oakland, CA 94601

...

Amount: \$ 27,825.00

...

Crocker Highlands Walking Deck Repair
525 Midcrest Road
Oakland, CA 94610

...

Date:

(Not earlier than Construction Contract Date)

March 30, 2012

Amount: \$ 27,825.00

Modifications to this Bond: None See Section 18

...

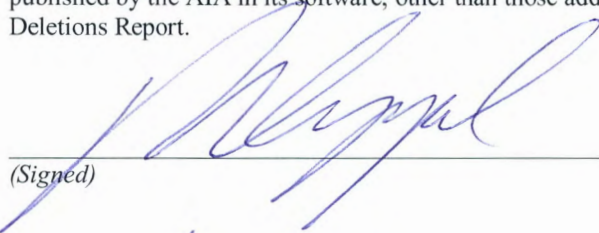
Name and
Title:

Name and
Title: Donald Appel,
Attorney-in-Fact

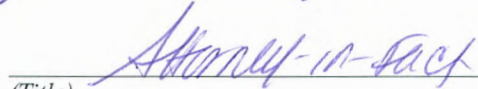
Certification of Document's Authenticity

AIA® Document D401™ – 2003

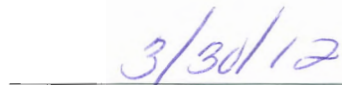
I, Donald Appel, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:47:16 on 03/30/2012 under Order No. 8957498984_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Payment Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)

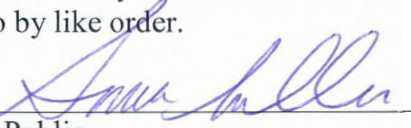


(Dated)

SURETY ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss:
COUNT OF SULLIVAN)

On the 30th day of March, 2012, before me, the undersigned, a Notary Public in and for said state, personally appeared Donald Appel, personally known to me, who being by me duly sworn, did depose and say that he resides in Thompsonville, NY; that he is the Attorney-in-Fact of the Upper Hudson National Insurance Company; the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.



Notary Public



UPPER HUDSON NATIONAL INSURANCE COMPANY

Power of Attorney

Know All Men by These Presents:

That Upper Hudson National Insurance Company, a New York Domiciled Insurance Company, having its home office located in the City of Monticello, State of New York, does make, constitute, and appoint:

AUTHORIZED INDIVIDUALS:

Donald Appel
Attorney-in-Fact

In the City of Rock Hill, State of New York, with limited authority, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred, to sign, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, both admitted and non-admitted, letters of credit, undertakings, and contents of suretyship, provided that no bond or contract of suretyship executed under this authority shall exceed in penalty the amount the sum of:

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$500,000-----
FIVE HUNDRED THOUSAND DOLLARS

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

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of June 30, 2012, but until such time shall be irrevocable and in full force and effect.

Upper Hudson National Insurance Company further certifies that the following is a true and accurate copy of the Section in the Corporate By-Laws that pertain to bond undertakings:

Article IX-Policies and Underwriting Undertakings:

All policies and underwriting undertakings shall be valid when signed by the President, a Vice President, an Attorney-in-Fact or any other authorized official or agent of the Company, and where required by law, such policies and undertakings may be attested and sealed with a seal of the company.

The President or Vice President or any person designated by either of them may appoint and authorize Attorneys-in-Fact, officials and agents of the Company to accomplish the purposes set forth in this Article.

IN WITNESS WHEREOF, we have caused these presents to be executed by its President, Robert Wong, this 30th day of March, 2012.



UPPER HUDSON NATIONAL INSURANCE COMPANY

President
Robert Wong

NOTICE: the background shading of this document is BLUE, if it is not, this is not a Certified Copy-Call 1-845-791-6700

Please Direct All Correspondence To:

Upper Hudson National Insurance Company
195 Lake Louise Marie Road / PO Box 8005
Rock Hill, NY 12775-8005
Tel: 845-791-6700

02482
Bond #: 102159-00
Oakland Unified School District (Oakland, CA)

WARNING: THE RED "PROTECTED" LOGO BELOW CONTAINS HEAT SENSITIVE SECURITY INK WHICH SHOULD TEMPORARILY DISAPPEAR WHEN RUBBED.

PROTECTED

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/12

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 | PAUL SIRKIN INSURANCE 275 SHORELINE DRIVE, #130 REDWOOD CITY CA 94065 LIC#:0534318 sneidel@sirkinins.com | CONTACT NAME: SHARON M. NEIDEL PHONE (A/C, No. E): 800-369-6464 E-MAIL ADDRESS: PRODUCER CUSTOMER ID#: | FAX (A/C, No.): FAX #888-739-3600 |
| | INSURED | INSURER A : ALTERRA EXCESS & SURPLUS INSURANCE CO INSURER B : INSURER C : INSURER D : INSURER E : | |


COVERAGES CERTIFICATE NUMBER REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------------------------------|--------------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | <input checked="" type="checkbox"/> | <input type="checkbox"/> | MAX2GL0001880 | 05/03/2011 | 05/03/2012 | EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 MED EXP (Any one person) excl PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS-COMP/OP AGG 2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | <input type="checkbox"/> | <input type="checkbox"/> | | | | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | <input type="checkbox"/> UMBRELLA LIA <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION | <input type="checkbox"/> | <input type="checkbox"/> | | | | EACH OCCURRENCE AGGREGATE |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE EA EMPLOYEE E.L. DISEASE POLICY LIMIT |

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

RE: Crocker Highlands Elementary School
 The following are named additional insured per attached form CG 2033 0704 & CG 2037 0704
 Oakland Unified School District and its directors, officers, employees, agents and representatives

| | |
|---|---|
| CERTIFICATE HOLDER | CANCELLATION |
| Oakland Unified School District Division of Facilities, Planning & Management 955 High St Oakland CA 94601 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--|--|
| Blanket where required by written contract with the Named Insured | For Commercial Projects Only |
| Information required to complete this Schedule. If not shown above, will be shown in the Declarations. | |

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



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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-10-2012

GROUP: 000571
POLICY NUMBER: 0004370-2011
CERTIFICATE ID: 128
CERTIFICATE EXPIRES: 10-01-2012
10-01-2011/10-01-2012

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH ST
OAKLAND CA 94601-4404

NB

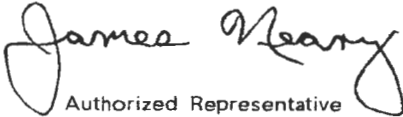
JOB: CROCKER HIGHLANDS
525 MIDCREST ROAD
OAKLAND
CA 94610


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

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

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

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


Authorized Representative


President and CEO

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

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2012-04-10 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: OAKLAND UNIFIED SCHOOL DISTRICT

ENDORSEMENT #1600 - ALAN KREAGER SEC TRAS - EXCLUDED.

ENDORSEMENT #1600 - JESSE AMBRIZ PRES - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2009 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

PREMIUM ROOFING & WATERPROOFING, INC. NB
919 52ND AVE
OAKLAND CA 94601

AGREEMENT FOR SMALL CONSTRUCTION ROUTING FORM

| Project Information | | | |
|--|---|------|-------------------|
| Project Name | Crocker Highlands Modernization | Site | Crocker Highlands |
| 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 | Premium Roofing | Agency's Contact | Al Kreager |
| OUSD Vendor ID # | V060574 | Title | Project Manager |
| Street Address | 919-52 nd Avenue | City | Oakland State CA Zip 94601 |
| Telephone | 510-774-7083 | Policy Expires | 5-3-2012 |
| 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 # | 02060 | | |

| Term | | | |
|----------------------|-----------|--|-----------|
| Date Work Will Begin | 3-28-2012 | Date Work Will End By (not more than 5 years from start date) | 5-11-2012 |

| Compensation | | | |
|-------------------------------|----|------------------------------|-------------|
| Total Contract Amount | \$ | Total Contract Not To Exceed | \$27,825.00 |
| 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 |
| 9299, 9399, 9499 | Measure A | 1119303812 | 6274 | \$27,825.00 |

| 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 | | | | | |
| | Signature |  | Date Approved | 4-11-12 | | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | | | |
| | Signature |  | Date Approved | | | |
| 3. | Associate Superintendent, Facilities Planning and Management | | | | | |
| | Signature | | Date Approved | | | |
| 4. | President, Board of Education | | | | | |
| | Signature | | Date Approved | | | |