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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent, Board of Education Charles Smith, Director of Buildings & Grounds Department

Board Meeting Date August 14, 2019

Subject Construction Contract Greater Than \$60,000 - Allied Fire Protection - King Estates Complex Site Fire Line Replacement Project

Action Requested Ratification by the Board of Education of the Superintendent’s Board Recess In Excess of 30 Days entering authority, pursuant to delegated construction work contract greater than \$60,000 between the District and Allied Fire Protection, Oakland, CA, and declaration of an emergency justifying the lack of competitive bidding, for emergency services to main water supply line serving the “Fire Sprinkler System,” due to underground leakage, water intrusion into the cafeteria building causing a decrease in water pressure to the fire line, and causing damage to the foundation of the building. Vendor was needed to start work immediately due to the serious nature of the work provided and corresponding unforeseen circumstances, and to ensure safety of District staff and students. See attached scope of work for a more detailed description of services, in conjunction with the King Estates Complex Site Fire Line Replacement Project, more specifically delineated in the scope of services in Exhibit “A,” incorporated herein by reference as though fully set forth, commencing July 1, 2019 and concluding no later than August 12, 2019 in an amount not-to exceed \$110,191.00.

Discussion On June 30, 2019 the District became aware that there was an issue with the fire line at the King Estates Complex site. These services are being provided on an emergency basis, because of the safety concerns of the fire sprinkler system, and due to the underground water leakage causing perilously low water pressure for the fire sprinkler system. On July 1, 2019, the situation suddenly and unexpectedly became a severe concern such that the District could not wait for competitive bidding or Board approval before acting. A summer program was in session, and repairs needed to commence immediately so as to avoid any further safety concerns.

If the District had not entered into the emergency contract and a fire had arisen, there would have been insufficient water pressure to stop or prevent the fire. Due to this critical safety concern, the District did not have the necessary time to competitively bid and receive Board approval for the repair of the fire alarm sprinkler system.

The action take to enter into this emergency contract alleviated the apprehension of any harm that would have occurred should a fire have broken out while the District was waiting for the competitive bidding process and Board approval process to be completed. The action taken to enter into the

contract was therefore necessary to respond to the fire emergency.

LBP (Local Business
Participation Percentage)

50.00%

Recommendation

Ratification by the Board of Education of the Superintendent’s Board Recess In Excess of 30 Days entering authority, pursuant to delegated construction work contract greater than \$60,000 between the District and Allied Fire Protection, Oakland, CA, and declaration of an emergency justifying the lack of competitive bidding, for emergency services to main water supply line serving the “Fire Sprinkler System”, due to underground leakage, water intrusion into the cafeteria building causing-decrease in water pressure to the fire line , and causing damage to the foundation of the building. Vendor was needed to start work immediately due to the serious nature of the work provided and corresponding unforeseen circumstances, and to ensure safety of District staff and students. See attached scope of work for a more detailed description of services, in conjunction with the King Estates Complex Site Fire Line Replacement Project, more specifically delineated in the scope of services in Exhibit “A,” incorporated herein by reference as though fully set forth, commencing July 1, 2019 and concluding no later than August 12, 2019 in an amount not-to exceed \$110,191.00

Fiscal Impact

RRMA -General Funds

Attachments

- Construction Work including scope of work
- Certificate of Insurance
- Contractor Proposal
- Payment and Performance Bonds



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

19-1498

Legislative File ID No. _____

Department: Facilities Planning and Management _____

Vendor Name: Allied Fire Protection _____

Project Name: Facilities Planning and Management **Project No.:** 00918 _____

Contract Term: Intended Start: 7/1/2019 Intended End: 8/12/2019 _____

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$110,191.00 _____

Approved by: Tadashi Nakadegawa _____

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

Because of the unsafe and emergency circumstances surrounding the necessity of the contract, the vendor was selected from OUSD Certified Contractors CUPCCAA list as an applicable vendor who could begin work immediately and provided the lowest estimated quote for the services to be rendered.

Summarize the services this Vendor will be providing.

These services were provided due to an emergency basis. Specifically, the vendor was tasked with repairing the underground water leakage causing the water pressure of the fire sprinkler system to be precariously low. Should a fire have occurred while the District was waiting for the competitive bidding process and Board approval to be ratified, there would have been insufficient water pressure to stop or prevent the fire from spreading. As such, repairs were needed immediately to address the threatening situation.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

The District was in a dangerous position, but still sought multiple quotes in the short time frame that it had to act to remedy the emergency. Of the multiple quotes that the District received, this vendor's quote was the lowest.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3) **Not Applicable - no exception - Project was competitively bid**



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

RESOLUTION NO. 1920-0153

**DECLARING AN EMERGENCY THAT REQUIRES THE
PROCUREMENT OF CONSTRUCTION SERVICES FOR
EMERGENCY ABATEMENT AND REPAIR AT KING ESTATES MIDDLE SCHOOL,
AND RATIFYING A CONTRACT FOR PERFORMANCE OF THE EMERGENCY
REPAIR WORK**

WHEREAS, on or about June 30, 2019, at King Estates Middle School, 8701 Fontaine St, Oakland, California 94605 (the “Site”), there was a serious drop in water pressure of the main water supply line which provides water for the fire sprinkler line; and

WHEREAS, the District quickly sought assistance to determine the extent of the danger presented by the drop in the water pressure and the effects of having low water pressure would have on the fire sprinkler system; and

WHEREAS, the District was informed that due to the serious nature of the decrease in water pressure to the main water supply, that if a fire were to occur there was a strong likelihood that the fire sprinkler system would be unable to prevent or to deter a fire; and

WHEREAS, in order to abate the emergency, and to provide for the safety of students, staff, and visitors at the Site, the District sought repair of the main water supply line which feeds water to the fire sprinkler line and the corresponding damage that resulted from the water supply line (“Repair Work”) because in the event that a fire occurred, students, staff, and visitors would have been at risk of being injured by a fire because the fire sprinkler system would have been unable to deter or prevent the fire; and

WHEREAS, the District estimated the cost of repairs to be at least One Hundred and Ten Thousand, One Hundred and Ninety-One dollars (\$110,191.00); and

WHEREAS, the District is subject to the California Uniform Public Construction Cost Accounting Act (Pub. Contract Code, § 22000, et seq., “CUPCCAA”), which requires formal competitive bidding for construction contracts over \$200,000, and formal or informal competitive bidding for construction contracts over \$60,000; and

WHEREAS, there was insufficient time to competitively bid the contract for the Repair Work, because if a fire had resulted in the time between the contract being competitively bid, and in the interim while the Board was adjourned, the District would have been held liable for the injuries to persons and District property, and potentially individual’s property, that would be affected as a result of the fire; and

WHEREAS, an exception to the applicable competitive bidding requirements exists in cases of emergency when repair and/or replacements are necessary, and the governing board of the District (“Board”) may proceed to immediately replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts (Public Contract Code §22035); and

WHEREAS, an emergency is a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services (Public Contract Code §1102); and

WHEREAS, emergency work under Public Contract Code section 22035 must be done pursuant to the terms of Public Contract Code section 22050; and

WHEREAS, section 22050 requires, in relevant part, that the following steps be taken:

(1) Pursuant to a four-fifths vote of the Board, the District may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts;

(2) Before taking any action pursuant to paragraph (1), the Board shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency;

(3) If the Board orders any action specified above, the Board shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. If the Board meets weekly, it may review the emergency action in accordance with this paragraph every 14 days;

(4) When the Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and

WHEREAS, the Board of Education (“Board”) of the Oakland Unified School District (“District”) is controlling authorizer to enter into contract on behalf of the District; and

WHEREAS, effective administration of a school district is dependent upon assignment of responsibilities to appropriate District employees; and

WHEREAS, on June 27, 2018, the Board amended and adopted the revised Board Policy 3312, “Contracts and Delegation of Authority”; and

WHEREAS, pursuant to Board Policy 3312, and as allowed by Education Code section 17604,

“When the Board is scheduled to be in recess for 30 days or more, the Superintendent may enter into contracts ... on behalf of the District. Such delegated authority shall expire on the date of the first Board meeting following the recess”; and

WHEREAS, Board Policy 3312 further provides, in conformance with Education Code section 17604, “all contracts or amendments entered and executed under the delegated authority, as required by law, shall be submitted to the Board for ratification within 60 calendar days of the contract or purchase date,” and

WHEREAS, Education Code section 17604 requires that the above ratification must “be evidenced by a motion of the board duly passed and adopted”; and

WHEREAS, for the effective and timely management of the District, and for the prompt remediation of the above-described emergency, and pursuant to Board Policy 3312 and Education Code section 17604, the Tim Jausoro signed an agreement between the District and Allied Fire Protection on July 7, 2019, for repair of main water supply line and corresponding damage regarding in the amount of one hundred and ten thousand, one hundred and ninety-one dollars (\$110,191) to be paid by the District (the “Contract”; see Attachment A to this resolution); and at the time that Allied Fire Protection signed the Contract the Board was in recess for at least 30 days.

NOW, THEREFORE, BE IT RESOLVED, the Governing Board of the Oakland Unified School District hereby finds, determines, declares, orders, and resolves as follows:

1. That the above recitals are true and correct;
2. That there was an emergency at the Site as defined by applicable statute(s) (“Emergency”);
3. That, as described above, in order to mitigate and minimize as quickly as possible the potential health and safety impact on students, the Repair Work had to commence immediately and therefore would not have permitted the delays which would have resulted from a competitive bidding process, and that this action was necessary to respond to the Emergency;
4. That the Superintendent properly exercised her authority to a contract during a Board recess of 30 days or more when she signed the Contract.
5. The Board of Education hereby ratifies and approves the Contract pursuant to Board Policy 3312 and Education Code section 17604.
6. That District staff shall report on the status of this Emergency to the Board at its next regularly scheduled meeting and at all subsequent regularly scheduled Board meetings until it terminates the Emergency action.



Passed by the following vote:

PREFERENTIAL AYES: None

PREFERENTIAL NOES: None

YEA: Jumoke Hinton Hodge, Gary Yee, Roseann Torres, Shanthi Gonzales, James Harris,
Vice President Jody London and President Aimee Eng

NOES: None

ABSENT: Student Directors Denilson Garibo and Mica Smith-Dahl

ABSTAINED: None

RECUSED: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Board Meeting of the Governing Board of the Oakland Unified School District held on **August 14, 2019**.

Kyla Johnson-Trammell, Secretary,
Board of Education

CONSTRUCTION WORK –
(Greater Than \$60,000)

CONTRACT NUMBER 19123

THIS CONTRACT is made and entered into and upon Board of Education approval as indicated below ("Contract"), by and between **Allied Fire Protection** (Contractor") and Oakland Unified School District ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Contract Price & Services.** The Contractor shall furnish to the District for a total price of **ONE HUNDRED TEN THOUSAND, ONE HUNDRED NINETY-ONE DOLLARS NO/100 (\$110,191.00)** ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

Scope of work to include to provide emergency services to main water supply line serving the "Fire Sprinkler System", due to underground leakage, water intrusion into the cafeteria building causing contamination to fire line, and causing damage to the foundation of the building. Vendor to work off hours; due to unforeseen conditions, sampling, treatment on disposal of contaminated soil. See attached scope of work for a more detailed description of services.

2. **Site.** Contractor shall perform the Work at **King Estates Complex Site** ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
3. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
4. **Contract Time & Liquidated Damages.** Work shall be completed within **Forty-two (42)** consecutive calendar days ("Contract Time") **commencing July 1, 2019 and concluding no later than August 12, 2019**, from the date specified in the District's Notice to Proceed following Board of Education approval. 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 **one hundred Dollars (\$100.00)** 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.
5. **Bonds, Certificates, Endorsements.** Contractor shall not commence the Work under this Contract until Contractor has submitted and 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.
6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by the District and/or the individual(s) retained by the District in accordance with Title 24 of the California Code of Regulations to monitor and inspect the Project ("Project Inspector"), and/or the District's retained architect(s) for the Project, and/or District's construction /

project managers for the Project. The architect for the Project is **N/A** ("Architect") and the project manager on the Project is **Mark Griggs** ("Project Manager").

7. **Terms and Conditions.** This Contract incorporates by this reference the Terms and Conditions attached hereto. The Contractor, by executing this Contract, agrees to comply with the Terms and Conditions.

8. **Contract Documents.** The Contract Documents include the following documents, as legally required:

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

9. **Warranty.** 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.

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



Tadashi Nakadegawa
Acting, Executive Director Facilities Planning & Management

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT

8/15/19

Aimee Eng
 Aimee Eng, President, Board of Education Date

[Signature] 7/18/19
 Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education Date

[Signature]
 Charles Smith, Director of Buildings & Grounds Department Date

APPROVED AS TO FORM:

[Signature] 6/26/19
 OUSD Facilities Legal Counsel Date

CONTRACTOR

[Signature] 7/2/19
Date

Information regarding Contractor:

Contractor: ALLIED FIRE PROTECTION

License No.: 251700

Address: 555 HUGH ST.
OAKLAND CA 94601

Telephone: 510 533-5316

Facsimile: 510 533-0917

E-Mail: t.jansore@alliedfire.com

941665896 :

Employer Identification and/or
Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Type of Business Entity:

Individual

Sole Proprietorship

Partnership

Limited Partnership

Corporation, State: CA.

Limited Liability Company

Other: _____

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. 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, 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. ~~**LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE (L/SL/SLRBE) PROGRAM:** Contractor shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Contract. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.~~
5. **SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify the name, the location of the place of business, the California contractor license number, and kind of work of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. 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 subcontracts 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.
6. **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.
7. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving on school

grounds, particularly when children are present.

8. **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 by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any 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 any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's 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.
9. **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's approval and 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.
10. **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 regarding 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. 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.
11. **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.

12. **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.

13. **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.
14. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.
15. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,
16. **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.
17. **ACCESS TO WORK:** District representatives at all times shall have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
18. **PROTECTION OF WORK AND PROPERTY:** 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.
19. **ASSIGNMENT OF CONTRACT:** 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.
20. **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.
21. **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.
22. **FORCE MAJEURE CLAUSE:** 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 Contractor.
23. **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.

24. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety percent (90%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain ten percent (10%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.
25. **PERMITS AND LICENSES:** 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.
26. **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 own 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.
27. **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 the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of such person, 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).

28. **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 three 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 School Facilities Program 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.
29. **PAYMENT BOND AND PERFORMANCE BOND (For contracts over \$25,000):** Contractor shall not commence the Work until it has provided to the District a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
30. **CONTRACTOR'S INSURANCE:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance: **Commercial General Liability insurance:** \$1,000,000 for each occurrence and general aggregate with Products and Completed Operations Coverage; **Automobile Liability – Any Auto:** combined single limit of \$1,000,000; **Excess Liability insurance:** \$2,000,000; **Workers Compensation:** Statutory limits; and **Employers' Liability:** \$1,000,000. 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. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.
31. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
32. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
33. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in

writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

34. **DISPUTES:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the Contractor shall submit a claim to the District within seven (7) days of the completion of the Work. Handling of the claim shall be pursuant to Public Contract Code sections 9204 and, if applicable, 20104.2.
35. **LABOR CODE REQUIREMENTS:** Provided that the Contract Price is more than \$1,000, and the Work is a "public works" under the Labor Code, the Parties agree as follows:
- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
 - District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.
 - Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.
 - Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.
 - Contractor shall comply with all applicable provisions of the 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.
 - Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 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.
36. **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.
37. **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.
38. **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 a in the county in which the District's administration office is located.

39. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
40. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
41. **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.
42. **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.
43. **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 a writing evidencing the Parties' mutual consent.

EXHIBIT "A" ("SCOPE OF WORK")

[INCLUDE/ATTACH A DETAILED SCOPE OF WORK

Scope of work provide emergency services due to underground water leakage causing contamination to fire line and causing the foundation of the building to rot away, this situation has suddenly and unexpectedly gotten worse that the District cannot wait a few weeks, immediate repairs are needed. See attached scope of work for a more detailed description of services

See attached.

ALLIED FIRE PROTECTION

555 HIGH ST., OAKLAND, CA 94601 • PHONE (510) 533-5516
FAX (510) 533-0913

BID SCOPE LETTER

John. esposito
ousd.org

Project KING ESTATES COMPLEX Date 5/29/19
8251 FONTAINE Contractor OAKLAND UNIFIED
OAKLAND CA JOHN ESPOSITO

Section (s) & Trade(s) FIRE UNDERGROUND Fax No: 277-6530

Plans & Specs Furnish & Install F.O.B. Jobsite Install Only Tax Included

Minority Status: MBE/WEBE/DBE/SBE - Certified w/:

Addenda: 1 2 3 4 5 6 7 8 9 10

Union: Yes No Prevailing Wage: Yes No

Bondable: Yes No Bond Rate: _____

Includes:	Amount
<u>APPROX. 439 FT OF NEW</u>	\$ _____
<u>4" UNDERGROUND PIPE w/</u>	\$ _____
<u>2 ACIFLOW PREVENTION & FITTINGS</u>	\$ _____
TOTAL \$	<u>109,100</u>

Clarifications: _____

Exclusions: OFF HOURS WORK; UNFORESEEN
CONDITIONS; SAMPLING, TREATMENT OR
DISPOSAL OF CONTAMINATED SOIL;
BOND P.P.E. (WE ARE BONDABLE)

Submitted By: JOHN ESCOBAR

State Lic. C-16 251700



ALLIED FIRE PROTECTION

555 HIGH ST., OAKLAND, CA 94601

PHONE (510) 533-5516 / FAX (510) 533-0913

Attachment to contract #19123 between Allied Fire Protection and the Oakland Unified School District.

We will install the pipe and backflow preventer, but we may not get an inspection before August 12, 2019, due to the time it takes the Oakland Fire Department to review and approve our drawing. In this case we will put the fire line in service, but the trench will be open waiting for an inspection. We will install steel trench plates over walking surfaces and drive ways. The trench will be covered after the inspection.


Tim Jausoro,

A handwritten signature in blue ink, appearing to read 'Tim Jausoro', with a large, stylized flourish at the end.

ALLIED FIRE PROTECTION.

PREVAILING WAGE CERTIFICATION

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

Date: 7/2/19
Proper Name of Contractor: ALLIED FIRE PROTECTION
Signature: 
Print Name: DM MAUSON
Title: ESTIMATOR/PM


WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: 7/2/19
Proper Name of Contractor: ALLIED FIRE PROTECTION
Signature: 
Print Name: TIM JOHNSON
Title: ESTIMATOR/PM

(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.)

NON-COLLUSION AFFIDAVIT
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the ESTIMATOR [PRINT YOUR TITLE]
of ALLIED FIRE PROTECTION [PRINT FIRM NAME],
the party making the foregoing Contract.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: 7/2/19

Proper Name of Bidder: ALLIED FIRE PROTECTION

Signature: 

Print Name: TIM JACKSON

Title: ESTIMATOR

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 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):

_____ 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: RM SAUSON

Title: ESTIMATOR

_____ 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: 7/2/19

Proper Name of Contractor: ALLIED FIRE PROTECTION

Signature: [Signature]

Print Name:

Tom JAWSON

Title:

ESTIMATOR

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Oakland Unified School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.


I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act

of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: 7/2/19

Proper Name of Contractor: ALLIED FIRE PROTECTION

Signature: 

Print Name: TOM JACKSON

Title: 7/2/19

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

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


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

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

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

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

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

Date: 7/2/19
Proper Name of Contractor: ALLIED FIRE PROTECTION
Signature: 
Print Name: TM JOHNSON
Title: ESAMATOR



LEAD-PRODUCT(S) CERTIFICATION

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

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

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


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

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

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

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

AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: 7/2/19
Proper Name of Contractor: ALLIED FIRE PROTECTION
Signature: 
Print Name: TOM DAWSON
Title: HAESMATEK

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither **Allied Fire Protection** nor its principals are presently debarred, suspended, proposed for debarment, declared Ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Contractor or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Contractor on the 2nd day of JULY 2019 for the purposes of submission of this Agreement.

By: _____
Signature

_____ Tom Dawson
Typed or Printed Name

_____ ESTIMATOR
Title

PERFORMANCE BOND

PERFORMANCE BOND (100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

King Estates Complex Site - Contract No. 19123 (Project Name)
("Project" or "Contract")

which Contract dated _____, 2019, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and International Fidelity Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

One hundred ten thousand one hundred ninety one and no/100----- DOLLARS

(\$ 110,191.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor

remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

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

2999 Oak Road, Suite 820

Walnut Creek, CA 94597

Attention: Lori Bosshart

Telephone No.: (925) 256 - 8760

Fax No.: (925) 256 - 1080

E-mail Address: lbosshart@ific.com

IN WITNESS WHEREOF, two (2) identical counterparts of this Instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 3rd day of July, 2019.

Principal

Allied Fire Protection, Inc.

(Name of Principal)

(Signature of Person with Authority)

(Print Name)

Surety

International Fidelity Insurance Company

(Name of Surety)

Lisa M. Lucas
(Signature of Person with Authority)

Lisa M. Lucas, Attorney-in-fact
(Print Name)

Edgewood Partners Insurance Center
(Name of California Agent of Surety)

3000 Executive Pkwy #325, San Ramon, CA 94583
(Address of California Agent of Surety)

(925) 244-7700
(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California

Department of Insurance must authorize the Surety to be an admitted surety insurer.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)
On July 3, 2019 before me, Tanya Chinchilla, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Lisa M. Lucas
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Bond No. 0764699

PAYMENT BOND

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

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

King Estates Complex Site - Contract #19123 (Project Name)
("Project" or "Contract")

which Contract dated _____, 2019, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 *et seq.* of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and International Fidelity Insurance Company, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

One hundred ten thousand one hundred ninety one and no/100----- DOLLARS

(\$ 110,191.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 3rd day of July, 2019.

Principal


Allied Fire Protection, Inc.
(Name of Principal)

(Signature of Person with Authority)

(Print Name)

Surety

International Fidelity Insurance Company
(Name of Surety)


(Signature of Person with Authority)

Lisa M. Lucas, Attorney-in-fact
(Print Name)

Edgewood Partners Insurance Center
(Name of California Agent of Surety)

3000 Executive Pkwy #325, San Ramon, Ca 94583
(Address of California Agent of Surety)

(925) 244-7700
(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)
On July 3, 2019 before me, Tanya Chinchilla, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Lisa M. Lucas
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

D. RICHARD STINSON, LISA M. LUCAS, TANYA CHINCHILLA, NICHOLAS TAN

San Ramon, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 18, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 3rd day of July, 2019.

MARIA BRANCO, Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

International Fidelity Insurance Company

of Newark, New Jersey, organized under the laws of New Jersey, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 9th day of February, 1996, I have hereunto set my hand and caused my official seal to be affixed this 9th day of February, 1996.

Fee \$2833.00

Chuck Quackenbush
Insurance Commissioner

Rec. No.

Filed 8/15/85

By

Victoria S. Sibury
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 7th day of January, 2009.

Steve Palmer
Insurance Commissioner

Pauline D'Andrea
Pauline D'Andrea



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2018

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 have ADDITIONAL INSURED provisions or 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 CA LIC 0B29370 Edgewood Partners Insurance Centers (EPIC) [San Ramon - Branch ID 14394] P. O. Box 5003 San Ramon, CA 94583	1-925-244-7700	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): 925-244-7700 E-MAIL ADDRESS: EPICcerts@epicbrokers.com	FAX (A/C, No): 925-901-0671
INSURED Allied Fire Protection 555 High Street Oakland, CA 94601		INSURER(S) AFFORDING COVERAGE	
		INSURER A: KINSALE INS CO	NAIC # 38920
		INSURER B: WEST AMER INS CO	44393
		INSURER C: STARR IND & LIAB CO	38318
		INSURER D: INSURANCE CO OF THE WEST	27847
		INSURER E: INDIAN HARBOR INS CO	36940
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 53954905

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab Incl. <input checked="" type="checkbox"/> Ded: \$10K/\$15Kunins GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			01000064866	07/01/18	07/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$500 COMP <input checked="" type="checkbox"/> \$1K COLL			BAW56147152	07/01/18	07/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			1000584532181	07/01/18	07/01/19	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WPL503775501	10/01/18	10/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Prof & Poll Incl. Mold			PEC004779002	07/01/18	07/01/19	\$10,000,000 LMT 50,000DED

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

Contract #03055 / RE: Various Fire Repairs Project /
 ADDITIONAL INSURED: Oakland Unified School District

CERTIFICATE HOLDER**CANCELLATION**

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

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To:	Whom it may concern
From:	Edgewood Partners Insurance Centers (EPIC)
Named Insured:	Allied Fire Protection
Policy Number(s):	01000064866, BAW56147152, 1000584532181, WPL503775501, PEC004779002 6014222015
RE:	Notice of Cancellation

Should the above described policy(ies) be cancelled before the expiration date thereof, we will mail 30 days written notice to the Certificate Holder referenced on the attached Certificate of Insurance; except, 10 days notice for non-payment of premium.

Sincerely,

Sandra Honda

Sr. Account Manager
(925) 244-7700

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

<i>Attached To and Forming Part of Policy</i> 0100006486-6	<i>Effective Date of Endorsement</i> 07/01/2018 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Allied Fire Protection
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
Blanket, as required by written contract.	Blanket, as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

<i>Attached To and Forming Part of Policy</i> 0100006486-6	<i>Effective Date of Endorsement</i> 07/01/2018 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Allied Fire Protection
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

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, as required by written contract.	Blanket as required by written contract. EXCLUDES ALL NEW RESIDENTIAL CONSTRUCTION "Your work" does not include "new residential construction", which means any building or structure not previously occupied, and designed or intended for occupancy in whole or in part as a residence by any person or persons. "New residential construction" does not include apartments or apartment buildings or assisted living facilities.
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".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - RESIDENTIAL CONDOMINIUMS, TOWNHOMES,
TIMESHARES OR TRACT HOUSING**

<i>Attached To and Forming Part of Policy</i> 0100006486-6	<i>Effective Date of Endorsement</i> 07/01/2018 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Allied Fire Protection
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following exclusion is added to this policy:

This insurance does not apply to "bodily injury" or "property damage" included within the "products completed operations hazard" arising out of, resulting from, caused by, contributed to, or in any way related to work on any:

1. Residential condominium, town home or single house in a project or development in which more than twenty (20) individual residential condominium units, town homes or single houses have been built by you or on your behalf, or, are in any stage of development, planning or construction by you or on your behalf; or
2. Location which has been or becomes converted by you or on your behalf into residential condominiums or town homes of more than twenty (20) individual condominium units or town homes, regardless of whether or not any insured knew or had involvement in the conversion or the conversion is prior to, during or subsequent to any insured's work at the location; or
3. Timeshare development.

This exclusion shall not apply to maintenance, service, repairs, additions or remodeling:

- a. for an owner of an individual condominium unit, town home or single house described in paragraphs 1., 2., or 3. above; or
- b. to those areas of a completed and occupied development or project that are under the control of a residential owner's association.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

f

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100006486-6	<i>Effective Date of Endorsement</i> 07/01/2018 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Allied Fire Protection
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
ENVIRONMENTAL CONTRACTING AND PROFESSIONAL SERVICES LIABILITY COVERAGE**

The insurance provided to Additional Insureds shall be primary and non-contributory with respect to any other valid and collectible insurance available to the Additional Insured, provided that the written contract specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY LIMITATION - AMENDED AGGREGATE PER PROJECT OR LOCATION

<i>Attached To and Forming Part of Policy</i> 0100006486-6	<i>Effective Date of Endorsement</i> 07/01/2018 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Allied Fire Protection
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

SCHEDULE	
General Aggregate applies to EACH LOCATION in the amount of:	
Total ALL LOCATIONS Aggregate Limit:	
General Aggregate applies to EACH PROJECT in the amount of:	\$2,000,000
Total ALL PROJECTS Aggregate Limit:	\$5,000,000

SECTION III – LIMITS OF INSURANCE – 2, is amended by the addition of the following:

- d. The General Aggregate Limit applies separately to each "project" of the Named Insured or to each "location" of the Named Insured as indicated in the Schedule above.

Notwithstanding the application of the General Aggregate Limit to each "project" or each "location" of the Named Insured, under no circumstances will we pay more than the **TOTAL ALL LOCATIONS AGGREGATE LIMIT** or the **TOTAL ALL PROJECTS AGGREGATE LIMIT** shown in the Schedule above for all claims arising out of all "locations" or all "projects" as applicable under this policy.

The following are added to the DEFINITIONS section of this policy:

"Project" means all work done by you or on your behalf, away from premises owned or rented to you, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, work orders, purchase orders, change orders or work done at multiple locations under one contract are not separate "projects" within the meaning of this coverage.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

†

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US-BLANKET

<i>Attached To and Forming Part of Policy</i> 0100006486-6	<i>Effective Date of Endorsement</i> 07/01/2018 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Allied Fire Protection
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

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

SECTION IV – CONDITIONS, 8. Transfer of Rights of Recovery against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against persons or organizations because of payments we make for injury or damage arising out of “your work” done under a written contract with that person or organization wherein you have agreed to provide this waiver.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

The additional premium for this endorsement shall be 3% of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization

Job Description

ANY PERSON / ORG
WHEN REQUIRED BY
WRITTEN CONTRACT

ALL CA OPERATIONS

Policy Number: WPL 5037755-01

Insured: Allied Fire Protection

Endorsement Effective: 10/1/18

Coverage Provided by: Ins Co of the West

Issue Date: 10/1/2018



Department of Facilities Planning and Management

ROUTING FORM

Project Information

Project Name	Facilities Planning and Management	Site	010
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Basic Directions

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

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

Contractor Information

Contractor Name	Allied Fire Protection	Agency's Contact	Tim Jausoro tjausoro@alliedfire.com
OUSD Vendor ID #	000367	Vendor Title:	President
Address	555 High Street Oakland, CA 94601	Telephone	5105330913
		Policy Expires:	
Contractor History	Previously been an OUSD contractor?	<input checked="" type="checkbox"/> Yes	Worked as an OUSD employee? <input type="checkbox"/> Yes
OUSD Project #	00918		

Term

Date Work Will Begin	7/1/2019	Date Work Will End By (not more than 5 years from start date)	8/12/2019
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Compensation

Total Contract Amount		Total Contract Not To Exceed	\$110,191.00
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	Amount
8150	RRMA 01	010-8150-0-0000-8110-5670-988-9880-9000-0503-99999	5670	\$110,191.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Buildings & Grounds	Signature	<i>Charles Smith</i>	Date Approved	
2.	General Counsel, Department of Facilities Planning and Management	Signature	<i>C. Smith (as to term only)</i>	Date Approved	6/26/19
3.	Deputy Chief, Facilities Planning and Management	Signature	<i>Tim W...</i>	Date Approved	7/2/19
4.	Senior Business Officer, Board of Education	Signature		Date Approved	
5.	President, Board of Education	Signature		Date Approved	