

Board Office Use: Legislative File Info.	
File ID Number	14- 2099
Introduction Date	10-22-2014
Enactment Number	14-1791
Enactment Date	10-22-14



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

## Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
By: Mia Settles-Tidwell, Chief Operations Officer **MST**  
Timothy White, Deputy Chief, Facilities Planning and Management **TW**

**Board Meeting Date** October 22, 2014

**Subject** Small Construction Contract - Gallagher and Burk, Inc., - 955 High Street Paving Project

**Action Requested** Approval by the Board of Education of an Small Construction Contract with Gallagher and Burk, Inc. for Paving Services on behalf of the District at the 955 High Street Paving Project, in an amount not-to exceed \$90,000.00. The term of this Agreement shall commence on October 22, 2014 and shall conclude no later than March 20, 2015.

**Background** In order to avoid having all the warehouse vehicles relocated to alternate District parking areas requiring seven days, twenty-four (24) hour security this phased work will avoid this action and cost.

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

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

**Recommendation**

Approval by the Board of Education of an Small Construction Contract with Gallagher and Burk, Inc. for Paving Services on behalf of the District at the 955 High Street Paving Project, in an amount not-to exceed \$90,000.00. The term of this Agreement shall commence on October 22, 2014 and shall conclude no later than March 20, 2015.

**Fiscal Impact**

Measure J

**Attachments**

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

CONTRACTOR: Gallagher & Burk, Inc.

TAX I.D. NUMBER 94-1249084

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR MAINTENANCE AND REPAIR SERVICES**  
CUPCCAA PROJECT \$175,000 AND UNDER  
955 High Street Paving Project

**THIS CONTRACT** is made and entered into this 15th day of September, 2014 ("Contract"), by and between Gallagher & Burk, Inc. ("Contractor") and Oakland Unified School District ("District").

1. The Contractor shall furnish to the District for a total price of Ninety thousand dollars and no cents Dollars (\$90,000.00) ("Contract Price"), the following services ("Services" or "Work"):

**The scope of the project is to layout, excavate, install new underground storm water lines and catch basins, test and roughly back fill. Excavate material to be stock piled on site and will be removed during new summers new asphalt replacement phase. This partial work is being coordinated with the different users at the warehouse yard to keep their activities operational.**

2. Contractor shall possess and maintain in good standing throughout the performance of the Work the State of California Contractor License required to perform the Work. Contractor shall perform the Work at 955 High Street Parking Lot ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed with **One hundred twenty days (120) [NUMBER OF DAYS]** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of FIVE HUNDRED Dollars (\$ 500.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.
4. The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond(s), the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
5. Payment for the Work shall be made in accordance with the Terms and Conditions.
6. Inspection and acceptance of the Work shall be performed by **John Esposito, Project Manager** of the Facilities Department of the District.
7. This Contract incorporates by this reference the Terms and Conditions attached hereto.

The Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

8. The Contract Documents include only the following documents, as indicated:

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

9. The Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.

10. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

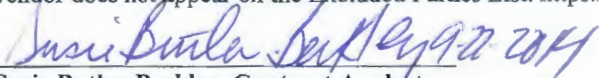
11. If a conflict exists between the terms of this Contract and an incorporated version of the Contractor's Proposal or Quote, this Contract shall control over the Contractor's Proposal. In no case shall a document calling for lower quality material or workmanship control. The decision of the District in the matter shall be final.

12. Information regarding Contractor::

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

94-1249084
Employer Identification and/or Social Security Number
<b>NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.</b>

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

  
Susie Butler-Berkley, Contract Analyst

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: 10/22, 2014

Dated: 9/17/, 2014

**OAKLAND UNIFIED SCHOOL DISTRICT**

Gallagher and Burk Inc. **CONTRACTOR**

By: 

By: 

Print Name: David Kakashiba

Print Name: David DeSilva

Print Title: President, Board of Education

Print Title: President

By: 

Print Name: Antwan Wilson, Superintendent

Print Title: Secretary, Board of Education

By: 

Print Name: Timothy E. White

Print Title: Deputy Chief  
Facilities, Planning and Management

**Approved as to Form:**

By: 

Print Name: Catherine Boskoff

Print Title: Special Facilities Counsel

**NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.**

END OF DOCUMENT

File ID Number: 14-2099  
Introduction Date: 10-27-14  
Enactment Number: 14-1791  
Enactment Date: 10-22-14  
Bv:

## TERMS AND CONDITIONS TO CONTRACT

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

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

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

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



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

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

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

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

35. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
- **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.
36. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
37. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in Monterey County, the county where the District administration office is located.
38. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
39. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
40. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
41. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
42. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by writing upon mutual consent.

# GALLAGHER & BURK, INC.

PAVING & GRADING CONTRACTORS LICENSE NO. 141140A

344 HIGH STREET • P.O. BOX 7227 • OAKLAND, CALIFORNIA 94601  
(510) 261-0466 • FAX (510) 261-0478



September 5, 2014

**EXHIBIT A**

Via E-mail: john.esposito@ousd.k12.ca.us

Oakland Unified School District  
955 High Street  
Oakland, CA 94601

Attention: John Esposito, Senior Project Manager

Reference: 900 High Street, Oakland, CA  
Estimate No. 1407005R

Dear John,

Gallagher & Burk, Inc. is pleased to submit for your consideration and review this proposal for work at the above referenced project:

1. Furnish and install underground storm drain system, excluding trench drain and concrete culvert

Lump Sum \$ 80,000.00

2. Furnish and install concrete pad at rear of project, including new bollards

Lump Sum \$ 55,000.00

3. Remove railroad track, including back fill with onsite soil to existing grades

Lump Sum \$ 35,000.00

TOTAL \$ 170,000.00

Included in this quote is the cost of furnishing temporary steel trench plates for vehicle access over the railroad track removal and the storm drain installation. Also included in this proposal is the cost of construction staking.

Excluded from this quote is the cost to cover and maintain the stockpile of contaminated soil and the cost for any required erosion control facilities. These costs would have to be handled as extra work on a time and material basis.

We look forward to working with you on this project. If you have any questions, please call.  
Very truly yours,

GALLAGHER & BURK, INC.

Alan McKean  
Senior Estimator

# Comack Plumbing

FACILITIES PLANNING  
AND MANAGEMENT  
Phone (510) 834-9544  
Fax (510) 834-0240

JOHN COTTRELL - Owner  
License # 322-399

825 8th Ave.  
Oakland, CA 94606

2014 AUG 29 A 11: 56

August 28, 2014

EXHIBIT A

TO: Oakland Unified School District  
955 High Street  
Oakland, CA 94601

Attention: John Esposito

Re: 900 High Street  
Oakland, CA

## Install Drainage System In Parking Area

Lay out and saw cut black top -----	5,065.00
Strip off black top -----	1,081.00
Move black top to area of rails -----	400.00
Move spoils to area of rails -----	475.00
Trenching & Loading -----	15,045.00
Install special pipe at gate area -----	13,251.00
Supply and install area drains -----	31,017.00
Supply and install piping -----	62,556.00
Backfill and compact -----	3,235.00
Cut-back in place -----	1,785.00
Freight for area drains -----	978.00
Freight for special drain pipe at gate -----	900.00
Air compressor and labor -----	2,033.00
Hammer, hoses, point, and chisel -----	505.00
Misc. equipment and fittings -----	1,250.00
Trench plates -----	1,032.00
Backfill sand -----	1,848.00
Coring through wall -----	675.00
Sublet (Hill 875.00, Knox 15,045) 15,920 X 5% -----	796.00
Labor & Material 10% -----	<u>12,801.00</u>
Total Cost	\$156,728.00

Exclusions:

No concrete swale

No striping

No wheel stops

No surveying (gradesstakes)

No pump

No electrical

No concrete

No drain inlet protection

No permit

No spoils, or black top removal from site

Once contract is issued, Comack will need three (3) weeks to get material to site

John Cottrell

COMACK PLUMBING



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Alameda }

On 9/17/14 before me, Shannon Scott Reid, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared David DeSilva  
Name(s) of Signer(s)

personally known to me

(or 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.

WITNESS my hand and official seal.

SS Reid  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Non Collusion Affidavit

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

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

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

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

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

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

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

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

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

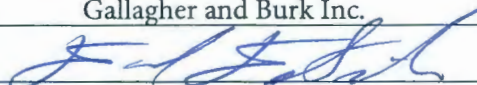
**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

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



**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: 9/17/14  
Proper Name of Contractor: Gallagher and Burk Inc.  
Signature:   
Print Name: David DeSilva  
Title: President

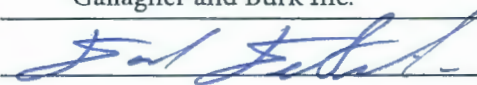
**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

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

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

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

Date: 9/17/14  
Proper Name of Contractor: Gallagher and Burk Inc.  
Signature:   
Print Name: David DeSilva  
Title: President

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

**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

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

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

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Date: 9/17/14

Proper Name of Contractor: Gallagher and Burk Inc.

Signature: 

Print Name: David DeSilva

Title: President



**ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION**

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

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

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


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

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

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

Date: 9/17/14

Proper Name of : Gallagher and Burk Inc.

Signature: 

Print Name: David DeSilva

Title: President

## **LEAD-PRODUCT(S) CERTIFICATION**

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

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

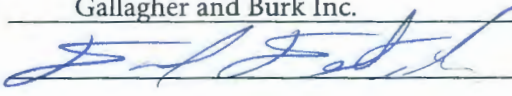
The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior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

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

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

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

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

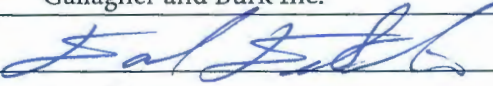
Date: 9/17/14  
Proper Name of Contractor: Gallagher and Burk Inc.  
Signature:   
Print Name: David DeSilva  
Title: President

**DRUG/SMOKE-FREE WORKPLACE CERTIFICATION**

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

Date: \_\_\_\_\_ 9/17/14 \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_ Gallagher and Burk Inc. \_\_\_\_\_

Signature: \_\_\_\_\_  \_\_\_\_\_

Print Name: \_\_\_\_\_ David DeSilva \_\_\_\_\_

Title: \_\_\_\_\_ President \_\_\_\_\_



Bond No. 106014977  
Premium: \$405.00

**DOCUMENT 00 61 14**  
**(FORMERLY DOCUMENT 00610)**

**PERFORMANCE BOND**  
**(100% of Contract Price)**

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the Oakland Unified School District, ("District") and \_\_\_\_\_  
Gallagher & Burk, 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:

955 High Street Parking Lot Paving Project \_\_\_\_\_ (Project Name)  
("Project" or "Contract")

which Contract dated September 15, 2014, and all of the Contract Documents attached to or  
forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, 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 Travelers Casualty and Surety Company of America ("Surety") are held and  
firmly bound unto the Board of the District in the penal sum of Ninety Thousand and 00/100  
\_\_\_\_\_ DOLLARS (\$ 90,000.00), 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 or the specifications accompanying the same  
shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of  
time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

**OAKLAND UNIFIED SCHOOL DISTRICT**

**PERFORMANCE BOND**  
**DOCUMENT 00 61 14-1**

**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:**

Travelers Casualty and Surety Company of America

100 California St., #300, San Francisco, CA 94111

Attention: Joseph Doherty

Telephone No.: ( 415 ) 723 - 1429

Fax No.: ( 866 ) 227 - 7125

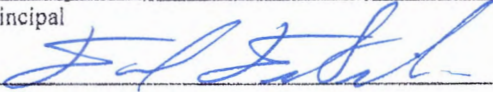
E-mail Address: JBDOHERT@travelers.com

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 16th day of September, 2014.

Gallagher & Burk, Inc.

344 High Street, Oakland, CA 94601

Principal

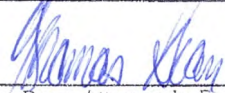


By

Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

Surety



By Thomas Bean, Attorney-In-Fact

Joseph Doherty

Name of California Agent of Surety

100 California Street, #300, San Francisco, CA 94111

Address of California Agent of Surety

(415) 723-1429

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Alameda

On 9/17/14 before me, Shannon Scott Reid, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared David DeSilva  
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 [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Performance Bond

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

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

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

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

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



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

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

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



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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227925

Certificate No. 005889396

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille Maitland, George O. Brewster, Colette R. Chisholm, Virginia M. Lovett, Vincent A. Walsh, Lee Ferrucci, Desiree Cardlin, and Nelly Renchiwich

of the City of Uniondale, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of April, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 29th day of April, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

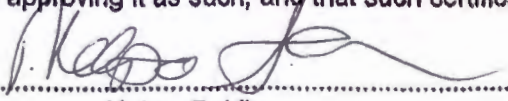


[Signature]
Marie C. Tetreault, Notary Public

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF ..... New York }  
COUNTY OF ..... Nassau } ss

On this September 16, 2014, before me personally came Thomas Bean  
to me known, who, being by me duly sworn, did depose and say; that he/she resides in  
Suffolk County, State of ...New York..., that he/she is the Attorney-in-Fact of the  
Travelers Casualty and Surety Company of America the corporation described in which executed the  
above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is  
such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed  
his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of  
Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New  
York, issued to .....Travelers Casualty and Surety Company of America (Surety) his/her certificate of  
qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New  
York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate  
has not been revoked.

  
.....  
Notary Public

NY acknowledgement

MELISSA SARACINO  
Notary Public, State of New York  
No. 01SA6155895  
Qualified in Nassau County  
Commission Expires November 20, 2014

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2013

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 67,799,624	UNEARNED PREMIUMS	\$ 808,717,671
BONDS	3,452,214,898	LOSSES	809,863,176
INVESTMENT INCOME DUE AND ACCRUED	47,758,502	LOSS ADJUSTMENT EXPENSES	460,670,453
OTHER INVESTED ASSETS	285,099,610	COMMISSIONS	31,781,136
PREMIUM BALANCES	190,836,462	TAXES, LICENSES AND FEES	12,482,322
NET DEFERRED TAX ASSET	61,575,098	OTHER EXPENSES	38,437,893
REINSURANCE RECOVERABLE	11,361,414	FUNDS HELD UNDER REINSURANCE TREATIES	94,401,464
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	4,910,772	CURRENT FEDERAL AND FOREIGN INCOME TAXES	18,387,407
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	30,772,481	REMITTANCES AND ITEMS NOT ALLOCATED	13,577,503
STATE SURCHARGES RECEIVABLE	258,771	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	23,615,357
OTHER ASSETS	14,872,822	RETROACTIVE REINSURANCE RESERVE ASSUMED	1,511,674
		POLICYHOLDER DIVIDENDS	6,462,513
		PROVISION FOR REINSURANCE	3,970,484
		ADVANCE PREMIUM	1,078,609
		PAYABLE FOR SECURITIES LENDING	4,910,772
		DERIVATIVES	112,003
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(64,954,254)
		ESCHEAT LIABILITY	471,948
		OTHER ACCRUED EXPENSES AND LIABILITIES	242,236
		TOTAL LIABILITIES	\$ 2,265,740,367
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,441,436,327
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,881,720,088
TOTAL ASSETS	\$ 4,147,460,454	TOTAL LIABILITIES & SURPLUS	\$ 4,147,460,454

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

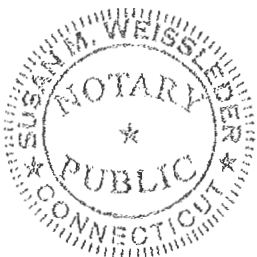
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2013.

*Michael J. Doody*  
 SECOND VICE PRESIDENT

NOTARY PUBLIC

SUSAN M. WEISSLEDER  
 Notary Public  
 My Commission Expires November 30, 2017

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 19TH DAY OF MARCH, 2014



Bond No. 106014977

Premium included in premium for Performance Bond

**DOCUMENT 00 61 15**  
**(FORMERLY DOCUMENT 00620)**

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

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the Oakland Unified School District, (or "District") and \_\_\_\_\_  
Gallagher & Burk, Inc. \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor,  
services and transportation, necessary, convenient, and proper to

955 High Street Parking Lot Paving Project \_\_\_\_\_ (Project Name)  
("Project" or "Contract")

which Contract dated September 15, 2014, and all of the Contract Documents attached to or  
forming a part of the Contract, are hereby referred to and made a part hereof, and

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

**NOW, THEREFORE**, the Principal and Travelers Casualty and Surety Company of America ("Surety") are held and  
firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of \_\_\_\_\_  
Ninety Thousand and 00/100 Dollars (\$90,000.00), 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.

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

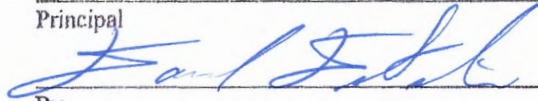
**PAYMENT BOND**  
**DOCUMENT 00 61 15 -1**



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 16th day of September, 2014.

Gallagher & Burk, Inc.  
344 High Street, Oakland, CA 94601

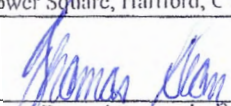
Principal

  
\_\_\_\_\_

By

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183

Surety

  
By Thomas Bean, Attorney-In-Fact

Joseph Doherty

Name of California Agent of Surety

100 California St., #300, San Francisco, CA 94111

Address of California Agent of Surety

415 723-1429

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Alameda

On 9/17/14 before me, Shannon Scott Reid, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared David DeSilva  
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 [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Payment Bond

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

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

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

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

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



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

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

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



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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227925

Certificate No. 005889397

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille Maitland, George O. Brewster, Colette R. Chisholm, Virginia M. Lovett, Vincent A. Walsh, Lee Ferrucci, Desiree Cardlin, and Nelly Renchiwich

of the City of Uniondale, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of April, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 29th day of April, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

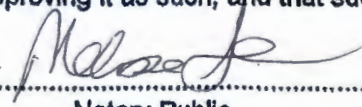
ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF .....New York..... }  
COUNTY OF .....Nassau..... } SS

On this September 16, 2014, before me personally came Thomas Bean

to me known, who, being by me duly sworn, did depose and say; that he/she resides in Suffolk County, State of ...New York..., that he/she is the Attorney-in-Fact of the Travelers Casualty and Surety Company of America the corporation described in which executed the

above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to .....Travelers Casualty and Surety Company of America (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

  
.....  
Notary Public

NY acknowledgement

MELISSA SARACINO  
Notary Public, State of New York  
No. 01SA6155895  
Qualified in Nassau County  
Commission Expires November 20, 2014

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2013

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 67,799,624	UNEARNED PREMIUMS	\$ 808,717,671
BONDS	3,452,214,898	LOSSES	809,863,176
INVESTMENT INCOME DUE AND ACCRUED	47,758,502	LOSS ADJUSTMENT EXPENSES	460,870,453
OTHER INVESTED ASSETS	285,099,610	COMMISSIONS	31,781,136
PREMIUM BALANCES	190,836,462	TAXES, LICENSES AND FEES	12,482,322
NET DEFERRED TAX ASSET	61,575,098	OTHER EXPENSES	38,437,893
REINSURANCE RECOVERABLE	11,381,414	FUNDS HELD UNDER REINSURANCE TREATIES	94,401,464
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	4,910,772	CURRENT FEDERAL AND FOREIGN INCOME TAXES	18,387,407
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	30,772,481	REMITTANCES AND ITEMS NOT ALLOCATED	13,577,503
STATE SURCHARGES RECEIVABLE	258,771	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	23,816,357
OTHER ASSETS	14,872,822	RETROACTIVE REINSURANCE RESERVE ASSUMED	1,511,674
		POLICYHOLDER DIVIDENDS	6,462,513
		PROVISION FOR REINSURANCE	3,970,484
		ADVANCE PREMIUM	1,078,809
		PAYABLE FOR SECURITIES LENDING	4,910,772
		DERIVATIVES	112,003
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(64,954,264)
		ESCHEAT LIABILITY	471,948
		OTHER ACCRUED EXPENSES AND LIABILITIES	242,236
		<b>TOTAL LIABILITIES</b>	<b>\$ 2,265,740,367</b>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,441,438,327
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 1,881,720,088</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,147,460,454</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,147,460,454</b>

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2013.

*Michael J. Doody*  
 SECOND VICE PRESIDENT

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 19TH DAY OF MARCH, 2014

SUSAN M. WEISSELEDER  
 Notary Public  
 My Commission Expires November 30, 2017





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Additional Insured Person(s) Or Organization	Location(s) of Covered Operations
Oakland Unified School District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s)	RE: G&B Job No. 414-118, 955 High Street Paving Project, Project No. 13135, Resolution No. 1415-0010  As required by written contract but only with respect to liability arising out of Named Insured's operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

**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.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Oakland Unified School District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s)	RE: G&B Job No. 414-118, 955 High Street Paving Project, Project No. 13135, Resolution No. 1415-0010  As required by written contract but only with respect to liability arising out of Named Insured's operations.
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".





**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM April 1, 2014 forms a part of Policy No. WC 049342423

Issued to Gallagher & Burk, Inc.

By National Union Fire Insurance Company of Pittsburgh, PA

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2 % of the total estimated workers compensation premium for this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 04/01/2014 forms a part of Policy No. GL 5388235

issued to: Gallagher & Burk, Inc.  
by: National Union Fire Ins. Co. of Pittsburgh, PA

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## SMALL CONSTRUCTION CONTRACT ROUTING FORM

Project Information			
<b>Project Name</b>	955 High Street Paving Project	<b>Site</b>	918
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
<b>Attachment Checklist</b>	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	Gallagher and Burk, Inc.	Agency's Contact	Alan McKean
OUSD Vendor ID #	V002082	Title	Contractor
Street Address	344 High Street	City	Oakland State CA Zip 94601
Telephone	510-261-0466	Policy Expires	4-1-2015
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
OUSD Project #	13135		

Term			
Date Work Will Begin	10-22-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	3-20-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$90,000.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	9189905890	6274	\$90,000.00

Approval and Routing (in order of approval steps)				
<small>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.</small>				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities			
	Signature			
2.	General Counsel, Department of Facilities Planning and Management			
	Signature			
	Deputy Chief, Facilities Planning and Management			
3.	Signature			
	Chief Operations Officer, Business Operations			
4.	Signature			
	President, Board of Education			
5.	Signature			