| Board Office Use: Legislative File Info. |             |  |
|--|-------------|--|
| File ID Number                           | 14-2349     |  |
| Introduction Date                        | 12-10-2014  |  |
| Enactment Number                         | 14-1980     |  |
| Enactment Date                           | 12-10-14 01 |  |



## Memo

То

Board of Education

From

Antwan Wilson, Superintendent and Secretary, Board of Education

By: Mia Settles-Tidwell, Chief Operations Officer

Timothy White, Deputy Chief, Facilities Planning and

Management

**Board Meeting Date** 

December 10, 2014

Subject

Small Construction Contract - Subtronic Corporation - Various Portable Removal

Project

**Action Requested** 

Approval by the Board of Education of an Small Construction Contract with Subtronic Corporation for Utilities Location Services on behalf of the District at the Various Portable Removal Project, in an amount not-to exceed \$5,500.00. The term of this Agreement shall commence on December 10, 2014 and shall conclude no later than December 10, 2016.

Background

Necessary to locate utilities before construction.

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 Subtronic Corporation for Utilities Location Services on behalf of the District at the Various Portable Removal Project, in an amount not-to exceed \$5,500.00. The term of this Agreement shall commence on December 10, 2014 and shall conclude no later than December 10, 2016.

Fiscal Impact

Measure J

Attachments

- Small Construction Contract including scope of work
- Certificate of Insurance

## CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS

For

PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCCAA"))

or

X REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES <u>UNDER</u> \$45,000 AWARDED PURSUANT TO CUPCCAA

#### **CONTRACT NUMBER: 13147**

**THIS CONTRACT** is made and entered into this <u>13th day of October, 2014</u> ("Contract"), by and between <u>Subtronic Corporation</u> ("Contractor") and Oakland Unified School District ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

The Contractor shall furnish to the District for a total price of <u>Five thousand</u>, <u>five hundred dollars</u> (\$5,500.00) ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

The scope of the project is to provide the location of utilities via electromagnetic field induction and ground penetrating radar.

- Contractor shall perform the Work at <u>Various Portable Removal Project</u> ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
- 3. Work shall be completed within <u>Six hundred seventy days</u> (670) 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 <u>Five hundred dollars</u> (\$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. 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.
- 5. Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
- 6. Inspection and acceptance of the Work shall be performed by <u>Mary Ledezma</u> of the <u>Facilities</u> Department of the District.

8. The Contract Documents include only the following documents, as indicated: Instructions to Bidders X Asbestos & Other Hazardous Materials Certification \_\_\_\_ Bid Form and Proposal X Lead-Product(s) Certification \_\_\_ Bid Bond X Insurance Certificates and Designated Subcontractors List Endorsements X Notice to Proceed X Debarment Certification X Terms and Conditions to Contract Performance Bond X Non-collusion Affidavit Payment Bond X Prevailing Wage Certification X Exhibit "A" ("Scope of Work") X Workers' Compensation Certification X Plans X Criminal Background Investigation X Work Specifications Certification [Other] X Drug-Free Workplace Certification [Other] 9. The architect for the Project is N/A ("Architect") and the project manager on the Project is Mary Ledezma ("Project Manager"). 10. 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. 11. 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

7. 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.

Susie Butler-Berkley Contract Analyst

## ACCEPTED AND AGREED on the date indicated below:

| OAKLAND UNIFIED SCHOOL DISTRICT  |
|--|
|  |
| 12/0/14  |
| David Kakishiba, President, Board of Education Date  |
| 12/11/14   |
| Antwan Wilson, Superintendent & Secretary, Board of Education Date   |
| 11/10/14   |
| Timothy White, Deputy Chief Facilities Planning and Management Date  |
| APPROVED AS TO FORM:   |
| OUSD Facilities Legal Counsel  Date  |
| CONTRACTOR   |
| SUBTRONIC CORP. J. Complex PRESIDENT 10.23-14  |
| File ID Number: 14-2349 Introduction Date: 12-10-14 Enactment Number: 14-1980 Enactment Date: 12-10-14 By: 03- |

| Information             | regarding Contractor:                 |  |
|-------------------------|---------------------------------------|--|
| Contractor:             | Subtronuc Corporation                 | 17-0020672   |
| License No.:            | 940232                                | Employer Identification and/or Social Security Number  |
| Address:                | 5031 Blum Rd #Z<br>Martinery, 0994553 | NOTE: Title 26, Code of Federal<br>Regulations, sections 6041 and  |
| Telephone:              | 975-228-8991                          | 6209 require non-corporate recipients of \$600.00 or more to   |
| Facsimile:              | 975-778-8737                          | furnish their taxpayer identification number to the payer. The   |
| E-Mail:                 | Subtronica Subtronic.                 | regulations also provide that a<br>penalty may be imposed for failure  |
| Partner Limited Corpora | ual<br>oprietorship                   | 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. |

#### **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 PROGRAM (L/SL/SLRBE). Contractor shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirements in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District's website at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, Bids and Request 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 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.
- 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 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).
- 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:** 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: \$4,000,000; 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 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:** 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 over Three Hundred Seventy-Five Thousand Dollars (\$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.
- The demand for arbitration of any claim of over Three Hundred Seventy-five Thousand Dollars (\$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: 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. Contractor specifically acknowledges and understands that if the District and/or its designee operates a labor compliance program on this Project, that Contractor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program. In addition, 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.
- 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.

### 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:                      | October 16,2014       |
|----------------------------|-----------------------|
| Proper Name of Contractor: | Subtronic Corporation |
| Signature:                 | J. Hazlar.            |
| Print Name:                | J.C. Takylor          |
| Title:                     | C.E.O 0               |

### **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:                      | October 16, 2014       |
|----------------------------|------------------------|
| Proper Name of Contractor: | Subtrignue Corporation |
| Signature:                 | - 9 Toylar             |
| Print Name:                | J.C. Talylor           |
| Title:                     | 0.3.0                  |

(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 has taken at leas 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: WILLIAM WALHOVD   |
| Title: PROTECT MANAGER.   |
| 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.   |
| Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are <a href="not">not</a> listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).  |
| 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: <u>CCtober</u> 16,2014  |
|   |

| Proper Name of Contractor:<br>Signature:<br>Print Name:<br>Title:                     | Subt<br>S.C.<br>C.E.                  | ropic Corporation Vaylor   |                                  |
|---|---------------------------------------|--|----------------------------------|
| CERTIFICATION REGAR   | NDING DEB<br>VOLUN                    | SARMENT, SUSPENSION, INELIGITARY EXCLUSION   | BILITY AND                       |
| declared ineligible, or volur<br>Federal department or age                            | ils are presentarily exclunicy. I fur | nat neitherently debarred, suspended, proposed ded from participation in this trather agree that I will include this sactions, solicitations, proposals, | nsaction by any s clause without |
| Where the Contractor or any attach an explanation hereto                              | lower parti                           | icipant is unable to certify to this st  | atement, it shall                |
| IN WITNESS WHEREOF, thi<br>above named Contractor on<br>the purposes of submission of | the                                   | nt has been duly executed by the day of OCTOBER ement.   | Principal of the 2014 for        |
|   | ву:                                   | Signature  TC TAYLOR  Typed or Printed Name  PRESIDENT  Title  |                                  |

### DRUG-FREE WORKPLACE CERTIFICATION

| PROJECT/CONTRACT NO.:                            | between Oakland Unified School |
|--|--------------------------------|
| District (the "District" or the "Owner") and Suc | stronuc (organation            |
| (the "Contractor" or the "Bidder") (the "Con     |                                |

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:                      | October 16,2014       |
|----------------------------|-----------------------|
| Proper Name of Contractor: | Subtronic Corporation |
| Signature:                 | 20 Tander             |
| Print Name:                | Se Taylor             |
| Title:                     | 0.8.0                 |

END OF DOCUMENT

### 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 abovementioned 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:                        | October 16,2014       |
|------------------------------|-----------------------|
| Proper Name of Contractor: _ | Subtronic Corporation |
| Signature:                   | - Clarker             |
| Print Name:                  | J.l. Tayfor           |
| Γitle: _                     | C.E.O &               |

### 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:                        | October 16,2014       |  |  |
|------------------------------|-----------------------|--|--|
| Proper Name of Contractor: _ | Subtronic Corporation |  |  |
| Signature:                   | Jaylor.               |  |  |
| Print Name:                  | J.C. Taylor           |  |  |
| Title:                       | ('8.0')               |  |  |

## EXHIBIT "A" ("SCOPE OF WORK")

[ATTACH A DETAILED SCOPE OF WORK]

## **EXHIBIT A**

# Subtronic Corporation

## Estimate

Phone: 925-228-8771 Fax: 925-228-8737 5031 Blum Road #2 Martinez, CA 94553

Estimate # 17293

Date of Estimate

10/3/2014

| RII | 1 | TO: |
|-----|---|-----|

Oakland School District, Facilities Build Division of Facilities, Planning &

Managm

Signature

955 High Street Oakland, CA 94601 Office: 510-879-8388

|     | _   |    | _   |    |
|-----|-----|----|-----|----|
| FST | IN/ | AT | E . | TO |

P.O. #:

| SURVEYOR | JOB DATE | DAY | TIME | TERMS |  |
|----------|----------|-----|------|-------|--|
| MC       |          |     |      |       |  |

| DESCRIPTION   | QTY | COST | TOTAL |
|---|-----|------|-------|
| PROJECT LOCATION: Webster Academy (81st St / Birch) and Fruitvale Elementary (3200 Boston Ave) Oakland, CA  |     |      |       |
| AREA OF SURVEY: The area of survey is defined by information received 10/2/14 regarding the location of underground utilities in the following areas as depicted on the provided maps and to the nearest point of disconnect: |     |      |       |
| Webster Academy: 315' x 70' area  |     |      |       |
| Fruitvale Elementary: 90' x 250' area<br>90' x 60' area   |     |      |       |
| SCOPE OF SURVEY: We will endeavor to locate underground utilities in the areas indicated, but for technical reasons cannot guarantee to do so, some short lengths of abandoned utilities may not be located.                  |     |      |       |
| METHODOLOGY: Location of utilities will be by electromagnetic field induction. Ground Penetrating Radar   |     |      |       |

This quotation is subject to our Specification and Standard Conditions of Contract.

CA License # 940232

TOTAL

Date

# Subtronic Corporation Phone: 925-228-8771

# Estimate

Phone: 925-228-8771
Fax: 925-228-8737
5031 Blum Road #2
Martinez, C4 94553

Signature

Estimate # 17293

Date of Estimate

10/3/2014

| Martinez, Ch   | 1 74333   |   |   | D 0 "   |       |       |
|--|---|---|---|---------|-------|-------|
| BILL TO:   |   |   |   | P.O. #: |       |       |
|  | A 94601   |   | ESTIMATE  | то:     |       |       |
| SURVEYOR   | JOB DATE  | DAY   | TIME  |         | TERMS |       |
| MC   |   |   |   |         |       |       |
|  | DESCRIP   | TION  |   | QTY     | COST  | TOTAL |
| admission for the utilities.  2. We assume to available.  3. We assume to prior to excavation 4. We assume to be marked on some the marked on some to the water. Non Sewer and drain | access will be grant<br>ne purpose of trace<br>that any existing the<br>Underground Ser | eking and iden utility drawings vice Alert will lar areas of excrival.  e. electric, tele with tracer wird are areas of excrival. | tifying the swill be made be notified cavation will ephone, gas to visible. |         |       |       |

TOTAL

Date

# Subtronic Corporation Phone: 925-228-8771

# Estimate

Phone: 925-228-8771 Fax: 925-228-8737 5031 Rlum Road #2

5031 Blum Road #2 Martinez, CA 94553 Estimate #

17293

Date of Estimate

10/3/2014

|              | • • |   |   | - |  |
|--------------|-----|---|---|---|--|
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| $\mathbf{D}$ | _   | _ |   |   |  |

Oakland School District, Facilities Build Division of Facilities, Planning & Managm 955 High Street

Oakland, CA 94601 Office: 510-879-8388

| FS | TIM | 111 | rE | TO |  |
|----|-----|-----|----|----|--|

P.O. #:

| SURVEYOR | JOB DATE | DAY | TIME | TERMS |  |
|----------|----------|-----|------|-------|--|
| MC       |          |     |      |       |  |

| DESCRIPTION  | QTY | COST     | TOTAL    |
|--|-----|----------|----------|
| PRESENTATION: Utilities will be painted on the ground. These marks will be surveyed and plotted onto a drawing, by layers, in AutoCAD format. Unless two site control points and their coordinate values are provided, the utilities will be plotted on an arbitrary coordinate system referencing a minimum of two prominent building corners or other features. This will enable insertion into other drawings by the client. The final drawing will be delivered to the client via the Internet as an attachment to e-mail in AutoCAD and as a .pdf file. |     |          |          |
| COMPENSATION: For work performed as described above including equipment, personnel and travel costs for the sum of:  |     |          |          |
| Utility location, per day including travel to and from Martinez. (Webster) (Prevailing wage / Group 3 Const. Laborer)  | 1   | 1,400.00 | 1,400.00 |
| Collect coordinate values of utility locations using total station. (Webster) (Prevailing wage / Group 3 Const. Laborer)   | 0.5 | 1,400.00 | 700.00   |
| Create drawing (AutoCAD), hourly (Webster)   | 2   | 100.00   | 200.00   |
| Utility location, per day including travel to and from Martinez. (Fruitvale) (Prevailing wage / Group 3 Const. Laborer)  | 1   | 1,400.00 | 1,400.00 |
|  |     |          |          |

| Signatur | e  |                             |
|----------|--|-----------------------------|
| -        | This quotation is subject to our Specification and Stand | dard Conditions of Contract |
|          | CA License # 940232                                      |                             |

Date

TOTAL

# Subtronic Corporation

## Estimate

Phone: 925-228-8771 Fax: 925-228-8737 5031 Blum Road #2

Estimate #

17293

Martinez, CA 94553

Date of Estimate

10/3/2014

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Oakland School District, Facilities Build Division of Facilities, Planning &

Managm

Signature

955 High Street Oakland, CA 94601 Office: 510-879-8388

|     |     | _   | _ | _  | - |
|-----|-----|-----|---|----|---|
| FST | DA. | A T | _ | TO |   |

P.O. #:

| SURVEYOR | JOB DATE | DAY | TIME | TERMS |  |
|----------|----------|-----|------|-------|--|
| MC       |          |     |      |       |  |

| DESCRIPTION   | QTY | COST     | TOTAL    |
|---|-----|----------|----------|
| Collect coordinate values of utility locations using total station. (Fruitvale) (Prevailing wage / Group 3 Const.   | 1   | 1,400.00 | 1,400.00 |
| Create drawing (AutoCAD), hourly (Fruitvale)  | 4   | 100.00   | 400.00   |
| his estimate is good for 60 days.   |     |          |          |
| Assurance Coverage: General Liability: \$1,000,000 per occurrence is 2,000,000 aggregate Excess/Umbrella Liability: \$5,000,000 Vorker's Comp: \$1,000,000 Employer's Liability Professional Liability: \$1,000,000 per claim is 2,000,000 annl aggr. Automobile: \$1,000,000 Combined Single Limit |     |          |          |

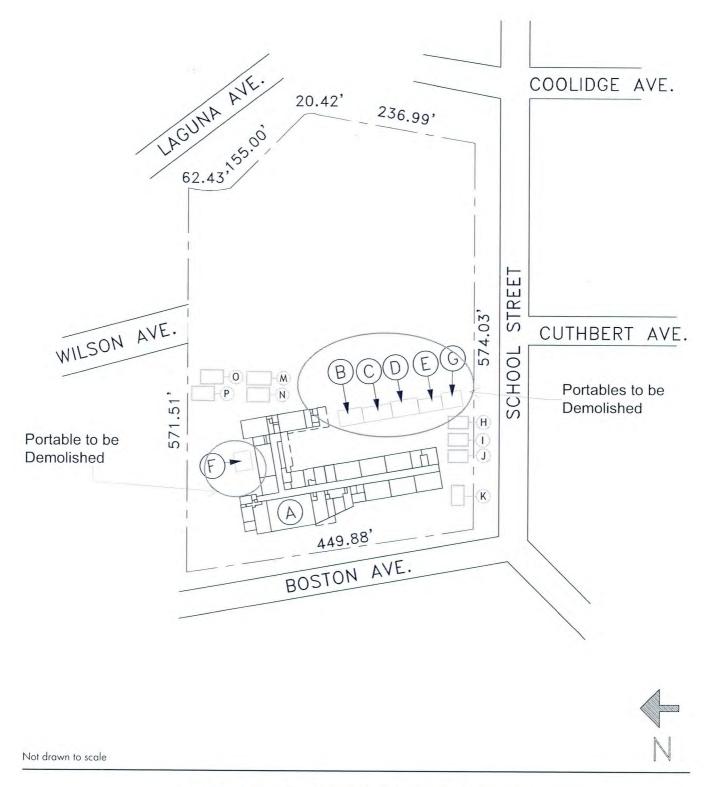
TOTAL

\$5,500.00

Date

## **PLANS**

[ATTACH ALL PLANS DISTRICT POSSESSES THAT CONTRACTOR CAN USE TO PERFORM ITS WORK]

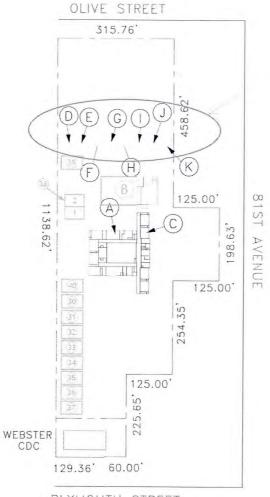


117 - Fruitvale Elementary School - Site Plan

3200 Boston Avenue - Oakland, CA 94602-2899

THINK

CAYLAND LYGIF EC



8 - Portables to be Demolished (D,E,F,G,H,I,J,K)



PLYMOUTH STREET

Not drawn to scale

62 - Webster Academy Elementary School - Site Plan 8000 Birch Street - Ookland, CA 94621-2313

201



SUBTROORP

ACORD.

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CONTACT Dealey, Renton & Associates PHONE (A/C, No, Ext): 510 465-3090 E-MAIL FAX (A/C, No): 510 452-2193 P. O. Box 12675 ADDRESS: Oakland, CA 94604-2675 INSURER(S) AFFORDING COVERAGE NAIC # 510 465-3090 INSURER A: American Automobile Ins. Co. 21849 INSURED INSURER B: State Compensation Ins. Fund of 35076 **Subtronic Corporation** INSURER C: XL Specialty Insurance Co. 37885 5031 Blum Road, Suite 2 INSURER D : Martinez, CA 94553-5342 INSURER E INSURER F **COVERAGES** CERTIFICATE NUMBER:

COVERAGES

CERTIFICATE 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.

| NSR<br>TR |   | ADDL SUE<br>INSR WV | D POLICY NUMBER                                      | POLICY EFF<br>(MM/DD/YYYY) | (MM/DD/YYYY) | LIMITS  |             |
|-----------|---|---------------------|--|----------------------------|--------------|---|-------------|
| Α         | GENERAL LIABILITY                             |                     | MZG80955664<br>GENERAL LIAB                          | 04/19/2014                 | 04/19/2015   | EACH OCCURRENCE                               | \$1,000,000 |
|           | X COMMERCIAL GENERAL LIABILITY                |                     |  |                            |              | DAMAGE TO RENTED PREMISES (Ea occurrence)     | \$100,000   |
|           | CLAIMS-MADE X OCCUR                           |                     | EXCLUDES CLAIMS                                      |                            |              | MED EXP (Any one person)                      | \$10,000    |
|           |   | _                   | ARISING OUT OF<br>THE PERFORMANCE<br>OF PROFESSIONAL |                            |              | PERSONAL & ADV INJURY                         | \$1,000,000 |
|           |   |                     |  |                            |              | GENERAL AGGREGATE                             | \$2,000,000 |
|           | GEN'L AGGREGATE LIMIT APPLIES PER:            |                     |  |                            |              | PRODUCTS - COMP/OP AGG                        | \$2,000,000 |
| _         | POLICY X PRO-                                 |                     | SERVICES.  |                            | LTATE OC     |   | \$          |
| A         | AUTOMOBILE LIABILITY                          |                     | MZG80955664  | 04/19/2014                 | 04/19/2015   | COMBINED SINGLE LIMIT (Ea accident)           | \$1,000,000 |
|           | X ANY AUTO ALL OWNED SCHEDULED                |                     |  |                            |              | BODILY INJURY (Per person)                    | \$          |
|           | AUTOS AUTOS                                   |                     |  |                            |              | BODILY INJURY (Per accident)                  | \$          |
|           | X HIRED AUTOS X AUTOS                         |                     |  |                            |              | PROPERTY DAMAGE<br>(Per accident)             | \$          |
|           |   |                     |  |                            |              |   | \$          |
| Α         | X UMBRELLA LIAB X OCCUR                       |                     | CGX57907081  | 04/19/2014                 | 04/19/2015   | EACH OCCURRENCE                               | \$5,000,000 |
|           | EXCESS LIAB CLAIMS-MA                         | DE                  | 2017210  |                            |              | AGGREGATE                                     | \$5,000,000 |
|           | DED RETENTION \$                              |                     |  |                            |              |   | S           |
| В         | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N                   |  | 11/28/2013                 | 11/28/2014   | X WC STATU-<br>TORY LIMITS OTH-<br>ER         |             |
|           | OFFICER/MEMBER EXCLUDED?                      | 11/2000             |  |                            |              | E.L. EACH ACCIDENT                            | \$1,000,000 |
|           | (Mandatory in NH)  If yes, describe under     |                     |  |                            |              | E.L. DISEASE - EA EMPLOYEE                    | \$1,000,000 |
| _         | DÉSCRIPTION OF OPERATIONS below               |                     |  |                            |              | E.L. DISEASE - POLICY LIMIT                   | \$1,000,000 |
| С         | C Professional<br>Liability                   |                     | DPR9713808   | 04/19/2014                 | 04/19/2015   | \$1,000,000 per claim<br>\$2,000,000 annl agg |             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: Utility Location Services for the Various Portable Removal Project

Oakland Unified School District and its directors, officers, employees, agents and representatives are named as Additional Insureds to General Liability per policy form wording. Insurance is Primary and Non contributory.

| CERTIFICATE HOLDER  | CANCELLATION   |
|---|--|
| Oakland Unified School District<br>955 High Street<br>Oakland, CA 94601 | 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  |
| =1-   | Elise Fisher   |

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# Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization - CG 20 10 04 13

Policy Amendment(s) Commercial General Liability

Insured: Subtronic Corporation

Policy Number: MZG80955664

Producer: Dealey, Renton & Associates

Effective Date: 04/19/2014

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

Oakland Unified School District 955 High Street Oakland, CA 94601

RE: Utility Location Services for the Various Portable Removal Project Oakland Unified School District and its directors, officers, employees, agents and representatives

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

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

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

### However:

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

- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy

- That portion of your work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

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

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

whichever is less.

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

# Additional Insured - Owners, Lessees or Contractors - Completed Operations - CG 20 37 04 13

Policy Amendment(s) Commercial General Liability

Insured: Subtronic Corporation

Policy Number: MZG80955664

Producer: Dealey, Renton & Associates

Effective Date: 04/19/2014

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Products/Completed Operations Liability Coverage Part

Schedule

Name Of Additional Insured Person(s) Or Organization(s)

Oakland Unified School District 955 High Street Oakland, CA 94601 **Location And Description Of Completed Operations** 

RE: Utility Location Services for the Various Portable Removal Project Oakland Unified School District and its directors, officers, employees, agents and representatives

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

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

#### However:

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

required by the contract or agreement to provide for such additional insured.

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

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

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

whichever is less.

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

This Form must be attached to Change Endorsement when issued after the policy is written. One of the Fireman's Fund Insurance Companies as named in the policy



# SMALL CONSTRUCTION CONTRACT ROUTING FORM

|                                      |   | The state of the s |                     |                              |           |          |  |
|--------------------------------------|---|--|---------------------|------------------------------|-----------|----------|--|
|                                      |   | <b>Project Information</b>   |                     |                              |           |          |  |
| roject Name                          | Various Portable Removal Pr   | roject   | ite 918             |                              |           |          |  |
| ,                                    | vallede i ettable i tellieval i i   | Basic Directions   | 910                 |                              |           |          |  |
| Services                             | s cannot be provided until the c  |  | nd a Purchase Or    | rder has h                   | oon issue | d        |  |
|                                      | roof of general liability insurance,  |  |                     |                              |           | ۸.       |  |
| hecklist UV                          | Vorkers compensation insurance of   | certification, unless vendor is  | a sole provider     | iliaci is ove                | 000,61¢1  |          |  |
|                                      |   | 20-80-200 not solve to 20-20-20-20-20-20-20-20-20-20-20-20-20-2  |                     |                              |           |          |  |
|                                      |   | Contractor Information   |                     |                              |           |          |  |
| ontractor Name                       | Subtronic Corporation   | Agency's Conta   | ct Jonathan Tay     | vlor                         |           |          |  |
| USD Vendor ID#                       |   | Title  | Project Manager     |                              |           |          |  |
| reet Address                         | 5031 Blum Rd #2   | City   | Martinez            | State C                      | CA Zip    | 94553    |  |
| elephone                             | 925-228-8771  | Policy Expires   | 4-19-2015           |                              |           |          |  |
| ontractor History                    | Previously been an OUSD of  | contractor? X Yes  No  | Worked as an C      | OUSD empl                    | loyee? 🗌  | Yes X N  |  |
| JSD Project #                        | 13147   |  |                     |                              |           |          |  |
|                                      |   | Term   |                     |                              |           |          |  |
|                                      |   | Term   |                     |                              |           |          |  |
| Date Work Will                       | Begin 12-10-2014  | Date Work Will E   |                     | 40.4                         | 0.0040    |          |  |
|                                      | 12-10-2014  | (not more than 5 year  | rs from start date) | 12-1                         | 0-2016    |          |  |
|                                      |   | Compensation   |                     |                              |           |          |  |
|                                      |   |  |                     |                              |           |          |  |
| Total Contract Amount \$             |   | Total Contract Not To Exceed \$5,500.00  |                     |                              |           |          |  |
| Pay Rate Per Hour (If Hourly) \$     |   | If Amendment, Changed Amount \$  |                     |                              |           |          |  |
| Other Expenses                       | 3   | Requisition Num  | per                 |                              |           |          |  |
| If you are plan                      | nning to multi-fund a contract using LE   | Budget Information   | and Fadaral Office  | h-f                          | -1-1:     |          |  |
| Resource #                           | Funding Source  | Org Key  |                     | <u>berore</u> com<br>ct Code |           |          |  |
| 9350                                 | Measure J   |  |                     |                              |           | Amount   |  |
| 3000                                 | lvieasure 5   | 9189905892   | 6                   | 252                          | \$5,500.  | 5,500.00 |  |
| rvices cannot be powledge services v | rovided before the contract is fully app<br>vere not provided before a PO was iss                     | sued.  | ssued. Signing this |                              | 1         |          |  |
| Di                                   | ities Planning and Management   | Phone  | 510-535-7038        | Fax                          | 510-      | 535-7082 |  |
| Signature                            | and management  |  |                     | 1                            | A 1/1     |          |  |
| PART TAKE                            |   |  | Date Approved       | 10,                          | 20/16     |          |  |
|                                      | General Counsel, Department of Facilities Planning and Management  Signature  Date Approved  10.25.14 |  |                     |                              |           |          |  |
|                                      | Signature   |  |                     | 10.                          | 29.1      | 9        |  |
| Deputy Chief,                        | Facilities Planning and Managemer   | nt   |                     | 1                            |           |          |  |
| Signature                            |   |  | Date Approved       | 11/11                        | 0/14      |          |  |
| Chief Operation                      | ons Officer, Board of Education   |  |                     |                              | 1/-1      |          |  |
| Signature                            | 1/  |  | Date Approved       | 11/1                         | DIKE      |          |  |
| President. Box                       | ard of Education  |  |                     |                              | -17       |          |  |
|                                      |   |  | i i                 |                              |           |          |  |
| Signature                            |   |  | Date Approved       |                              |           |          |  |