

# LEGISLATIVE FILE

File ID No. 16-2534  
Introduction Date 12-14-2016  
Enactment No. 16-1924  
Enactment Date 12-14-16  
By \_\_\_\_\_



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools. Thriving Students.

## OAKLAND UNIFIED SCHOOL DISTRICT

Office of the Board of Education

December 14, 2016

To: Board of Education

From: Antwan Wilson, Superintendent and Secretary, Board of Education  
By: Vernon Hal, Senior Business Officer  
Joe Dominguez, Deputy Chief, Facilities Planning and Management

Subject: Change Order No. 1 with W.E. Lyons for Lincoln Elementary School Water Intrusion in an amount of \$87,556.80 increasing the current contract from \$125,000.00 to \$212,556.80.

### ACTION REQUESTED

Approval by the Board of Education of Change Order No. 1 between District and W.E. Lyons, Walnut Creek, CA, for additional work due to District requested improvements and DSA or Agency requested changes, for water intrusion mitigation measures at the roof and exterior walls of Classroom Building B, for Lincoln Elementary School Water Intrusion Project, in the additional amount not to exceed \$87,556.80, increasing the Contract not to exceed amount from \$125,00.00 to \$212,556.80. All other terms and conditions of the Contract remain in full force and effect.

### BACKGROUND

The scope of work for the original contract was to provide modernization construction services for the **Lincoln Elementary Water Intrusion Project**. Funding for the project is Fund 67, Risk Management.

All costs associated with this change order have been thoroughly monitored and documented by the Architect, Inspector of Record, and Project Manager.



All changes pertaining to this change order, amount to 70.05% of original contract sum, have been categorized as to source. Percentage figures relate amount of change (by source), to the original contract sum of \$125,00.00.

Changes due to Unforeseen Condition	Amount \$	Percent %
<i>(Preliminary Change Order Nos. )</i>		
Changes Due to Owner Requested Change		
<i>(Preliminary Change Order Nos. )</i>		
DSA and Agency Requested Change		
<i>(Preliminary Change Order Nos.)</i>		
Design Error or Omission		
<i>(Preliminary Change Order Nos. )</i>	\$87,556.80	70.05%
<b>TOTAL</b>	<b>\$87,556.80</b>	<b>70.05%</b>

Under a separate series of actions not related to this change order approval, the District will review and adjust the consultant fees to acknowledge costs resulting from their errors and omissions.

Original Contract Sum:	\$125,000.00
Sum of previously approved Change Orders:	\$00.00
Contract sum prior to this Change Order:	\$125,000.00
Cost of current «Agreement_Type»	\$87,556.80
New Contract Sum:	\$212,556.80
Current Change Order(s) as 70.05% of contract	70.05%
Contract completion date as of this Change Order No. 1	December 31, 2016

### **RECOMMENDATION**

Approval by the Board of Education of Change Order No. 1 between District and W.E. Lyons, Walnut Creek, CA, for additional work due to District requested improvements and DSA or Agency requested changes, for water intrusion mitigation measures at the roof and exterior walls of Classroom Building B, for Lincoln Elementary School Water intrusion Project, in the additional amount not to exceed \$87,556.80, increasing the Contract not to exceed amount from \$125,00.00 to \$212,556.80. All other terms and conditions of the Contract remain in full force and effect.

### **FUNDING SOURCE**

The funding source for this change order is the Fund 67, Risk Management. The scope of work is included in the Board of Education approved total budget for the Lincoln Elementary Water Intrusion. The total budget for this project is \$212,556.80.



OAKLAND UNIFIED  
SCHOOL DISTRICT

**ATTACHMENT**

Change Order No. 1 which includes: Lincoln Elementary Water Intrusion PCO  
(Preliminary Change Order) Number: 1

9879056805 5826

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street Oakland, California 94601 • Phone 510/879-8385 • Fax 510/879-1860

## CHANGE ORDER NO. 1

PROJECT: LINCOLN ES WATER INTRUSION

DATE: 10/10/2016

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

DSA FILE NO.: N/A

CONTRACTOR: W.E. LYONS

DSA APP NO.: N/A

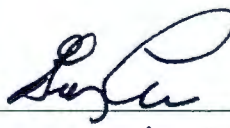
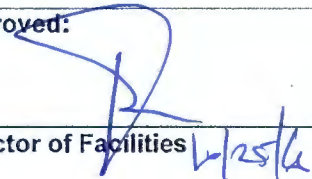
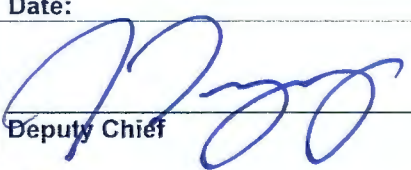
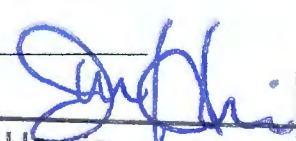
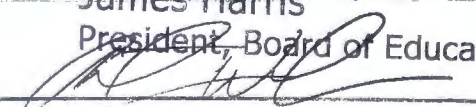
PROJECT MANAGER: KYLE BROWER

OUSD PROJECT #: N/A

The Contractor is authorized to make the changes listed in the **Summary** and described in **Change Order Attachment** when this Change Order has been approved.

Original Contract Sum.....\$ 125,000.00  
Net Change by previously authorized Change Orders.....\$ 0.00  
The contract sum prior to this change order.....\$ 125,000.00  
The Contract sum will be increased/decreased by this Change Order.....\$ 87,556.80  
The New Contract Sum including this Change Order will be.....\$ 212,556.80  
Cumulative Change Order(s) as a percentage of contract including this Change Order 70.05%  
The Contract is changed by (0) Days  
Contract completion date as of this Change Order therefore is: Not changed

Summary reference attached items: PCO No. 1

Approved: Architect of Record  N/A  Date:	Approved: General Contractor   Date: 10/24/16	Approved:   Director of Facilities  Date:  Deputy Chief  Date:
Approved: Electrical or Structural Engineer  N/A  Date:	Approved: Mechanical Engineer  N/A  Date:	Approved: Div. of the State Architect  N/A  Date:  James Harris President, Board of Education  Antwan Wilson Secretary, Board of Education

File ID Number: 16-2534  
Introduction Date: 12-14-16  
Enactment Number: 16-1924  
Enactment Date: 12-14-16  
By:

RECEIVED  
10-27-2016



# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • 955 High Street, Oakland, CA 94601 • Ph (510) 535-2728 Fax (510) 535-7040

## Change Order No. 1 Summary

<b>Project Name:</b>	LINCOLN ES WATER INTRUSION	<b>Date:</b>	10/10/16
<b>Owner:</b>	OAKLAND UNIFIED SCHOOL DISTRICT	<b>DSA File No.:</b>	N/A
<b>Contractor:</b>	W.E. LYONS	<b>DSA App No.:</b>	N/A
<b>Project Mgr:</b>	KYLE BROWER	<b>OUSD Project No.:</b>	N/A

### 1 PCO # 1

<b>Description:</b>	Contractor to provide additional work at cost not to exceed \$87,556.80 for water intrusion mitigation measures at the roof and exterior walls of Classroom Building B.	<b>ADD/DEDUCT:</b>	\$87,556.80
<b>Requested by:</b>	Kyle Brower	<b>ADD 0 DAYS</b>	
<b>Reason:</b>	2 - Owner Requested Change		
<b>DSA Prelim. Approval Date:</b>	N/A		

CO #1 (1 PCO)

**TOTAL:** \$87,556.80

# OAKLAND UNIFIED SCHOOL DISTRICT

Division of Facilities Planning and Management • Phone 510-535-2728 • Fax 510-535-7040

## PRELIMINARY CHANGE ORDER NO. 1

PROJECT: LINCOLN ES WATER INTRUSION

DATE: 10/10/2016

OWNER: OAKLAND UNIFIED SCHOOL DISTRICT

DSA FILE NO.: N/A

CONTRACTOR: W.E. LYONS

DSA APP. NO.: N/A

PROJECT MGR: KYLE BROWER

OUSD PROJECT: N/A

You are hereby directed to make the following change(s) in this Contract. When signed by the Owner and received by the Contractor, this document becomes effective immediately and the Contractor shall proceed as with the changes described below. An official change order shall be issued to follow up on this preliminary change proposal as soon as possible.

DESCRIPTION: Contractor to provide additional work at cost not to exceed \$87,556.80 for water intrusion mitigation measures at the roof and exterior walls of Classroom Building B.

CODE: 2 – OWNER REQUESTED CHANGE

REASON: In preparation for the rainy season, additional work is required at the roof and exterior walls of Classroom Building B in order to mitigate further water intrusion.

ATTACHMENTS: W.E. Lyons COR No. 1

The proposed basis of adjustment to the Contract Price and Contract time are as follows:

Amount of Change:

☒ Add

☐ Deduct

Final Price:

\$87,556.80

☐ Lump Sum

☒ T & M Not to Exceed

Date:

10/24/16

☒ Contractor to proceed with work described herein, cost not to exceed \$87,556.80; final cost to be determined after review and negotiation.

Time Extension: 0 Calendar Days

INITIATED BY:

N/A

Architect of Record Date

REVIEWED BY:

KZK 10/24/16

Project Manager Date

REVIEWED BY:

10-25-16

Bond Prog. Director Date

ACKNOWLEDGED BY:

10/24/16

Contractor Date

OAKLAND UNIFIED SCHOOL DISTRICT APPROVAL:

Director of Facilities

Date

Deputy Chief

Date





Board Office Use: Legislative File Info.	
File ID Number	16-1733
Introduction Date	8-24-2016
Enactment Number	16-1391
Enactment Date	8/24/16 <i>QJ</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

# Memo

**To** Board of Education *QJ*

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
By: Vernon Hal, Senior Business Officer *VEH*  
Joe Dominguez, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** August 24, 2016

**Subject** Construction Work for Construction Services over \$45,000 and under \$175,000 Awarded Pursuant to CUPCCAA - Contract No. NA - W.E. Lyons - Lincoln Elementary School Water Intrusion Project

**Action Requested** Approval by the Board of Education of a Construction Work for Construction Services over \$45,000 and under \$175,000 Awarded Pursuant to CUPCCAA - Contract No. NA between the District and W. E. Lyons, Walnut Creek, CA, for the latter to provide demolition, mold remediation, sheathing and framing repair, and stucco repair at the east wall; at the roof, destruction testing will be performed and subsequent repairs will be made, in conjunction with the Lincoln Elementary School Water Intrusion Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing August 25, 2016 and concluding no later than December 31, 2016, in an amount not-to exceed \$125,000.00.

**Discussion** The water intrusion repair project that began in June revealed an unanticipated level of damage. It is critical that repairs are completed before the rainy season and with minimal disruption to the operation of the site. To accomplish this, an Emergency Resolution is needed.

**LBP** (Local Business Participation Percentage) 0.00%

**Recommendation** Approval by the Board of Education of a Construction Work for Construction Services over \$45,000 and under \$175,000 Awarded Pursuant to CUPCCAA - Contract No. NA between the District and W. E. Lyons, Walnut Creek, CA, for the latter to provide demolition, mold remediation, sheathing and framing repair, and stucco repair at the east wall; at the roof, destruction testing will be performed and subsequent repairs will be made, in conjunction with the Lincoln Elementary School Water Intrusion Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing August 25, 2016 and concluding no later than December 31, 2016, in an amount not-to exceed \$125,000.00.

**Fiscal Impact** Fund 67, Risk Management



## Attachments

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



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

Legislative File ID No.

16-1733

Department: Facilities Planning and Management

Vendor Name: W.E. Lyons

Project Name: Lincoln ES Water Intrusion

Project No.: N/A

Contract Term: Intended Start: 8/1/2016 Intended End: 12/31/2016

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$125,000.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this Vendor selected?

This vendor was recommended by the project's waterproofing engineer due to their experience in handling situations of this type.

Summarize the services this Vendor will be providing.

Scope of services for the 2 story classroom building built in 2008 includes: demolition, mold remediation, sheathing and framing repair, and stucco repair at the east wall. At the roof, destructive testing will be performed and subsequent repairs will be made.

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

If No, please answer the following:

1) How did you determine the price is competitive?

Due to the nature of this work, the full extent of the scope of repairs will not be known before demolition. Therefore, this contract is being set up with a not-to-exceed amount of \$125,000 and proceeding on a time and materials basis.

### SCOPE OF SERVICES

Scope of services for the 2 story classroom building built in 2008 includes: demolition, mold remediation, sheathing and framing repair, and stucco repair at the east wall. At the roof, destructive testing will be performed and subsequent repairs will be made.

### REASON SERVICES OR EQUIPMENT IS NEEDED

The water intrusion repair project that began in June revealed an unanticipated level of damage. It is critical that repairs are completed before the rainy season and with minimal disruption to the operation of the site. To accomplish this, an Emergency Resolution is needed.

### For CONSTRUCTION CONTRACTS -

1. Date(s) of Bid Advertisement;	N/A
2. Number of Bids Received, List of Bidders and Bid Amounts;	N/A
3. Date of Bid Opening;	N/A
4. Name of Architect;	Allana Buick & Bers
5. Project Duration	TBD
6. Liquidated Damages \$ per day	\$0.00
7. Phasing/Milestones	N/A
8. DIR Contractor / Subcontractor registration #;	1000000133
9. Other pertinent information.	Emergency Resolution



**CONSTRUCTION WORK – CUPCCAA**  
**(\$45,000 to \$175,000)**

**CONTRACT NUMBER NA**

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

1. **Contract Price & Services.** The Contractor shall furnish to the District for a not-to-exceed price of **One hundred twenty-five dollars and no cents (\$125,000.00)** ("Contract Price") on a Time and Material basis (Rates per Attached A) only, the following repairs, maintenance or construction services ("Services" or "Work"):

**Scope of services** for the latter to provide demolition, mold remediation, sheathing and framing repair, and stucco repair at the east wall; at the roof, destruction testing will be performed and subsequent repairs will be made

2. **Site.** Contractor shall perform the Work at **Lincoln Elementary School** ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
3. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
4. **Contract Time & Liquidated Damages.** Work shall be completed within **Ninety (90)** consecutive calendar days ("Contract Time") from the date commencing **August 25, 2016 and concluding no later than December 31, 2016**, specified in the District's Notice to Proceed following Board of Education approval. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **Zero Dollars (\$0.00)** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.
5. **Bonds, Certificates, Endorsements.** Contractor shall not commence the Work under this Contract until Contractor has submitted and District has approved the performance bond, payment (labor and material) bond(s), the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by the District and/or the individual(s) retained by the District in accordance with Title 24 of the California Code of Regulations to monitor and inspect the Project ("Project Inspector"), and/or the District's retained architect(s) for the Project, and/or District's construction / project managers for the Project. The architect for the Project is **Allana Buick & Bers** ("Architect") and the project manager on the Project is **Kyly Brower** ("Project Manager").
7. **Terms and Conditions.** This Contract incorporates by this reference the Terms and

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

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

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

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

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

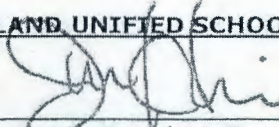
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered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

*Susie Butler-Berkley 8-1-2016*  
Susie Butler-Berkley  
Contract Analyst

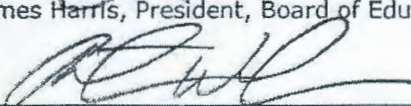


ACCEPTED AND AGREED on the date indicated below:

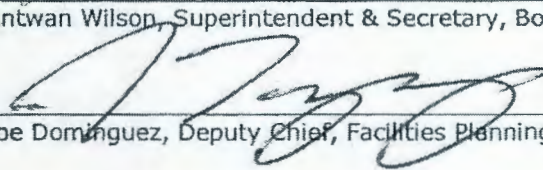
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
James Harris, President, Board of Education

8/25/16  
Date

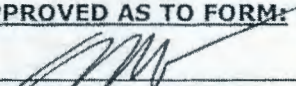
  
Antwan Wilson, Superintendent & Secretary, Board of Education

8/25/16  
Date

  
Joe Dominguez, Deputy Chief, Facilities Planning and Management

Date

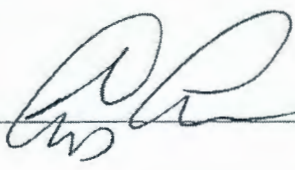
**APPROVED AS TO FORM:**

  
OUSD Facilities Legal Counsel

8.4.16  
Date

**CONTRACTOR**

W.E. Lyons Construction Co.

  
7/29/2016  
Date



## EXHIBIT A

W.E. Lyons Construction Co.  
2016 Time & Material Billing Rates  
Prevailing Wage - Oakland Unified School District  
(Rates valid through December 31, 2016)

<u>LABOR RATES</u>	<u>Standard Hourly Rate</u>
. Project Executive	300.00
. Pre-construction Manager	150.00
. Project Managers	145.00
. Estimator	150.00
. Project Engineer	105.00
. Superintendent (Non-working including truck)	130.00
. Foreman	114.50
. Journeyman Carpenter	107.50
. Journeyman Plasterer	132.00
. Lather	138.50
. Apprentice Carpenters (max. ratio 1 apprentice to 5 Carpenter	94.00
. Journeyman Laborers	87.50

The above rates represent the cost of all wage and burden on labor plus overhead and profit markups.  
The above rates do not include tools, construction equipment, insurance, bond costs, or applicable city tax.  
Project Manager and Superintendent Rates include truck/auto cost, but all other rates do not.

### EQUIPMENT/MATERIAL RATES

. Pick-up truck – daily (when Superintendent not present)	\$110.00/day
. JLG G-9-43A 9000lb Lift	\$1740/week
. Gradall 6000lb Forklift	\$1300/week
. Water Trailer	\$744/week
. Small tools	\$35/day/worker
. Rental tools	cost plus 15%
. Materials	cost plus 15%
. Fuel	cost plus 15%
. Dumpster	cost plus 15%

In addition to the above, General and Professional Liability insurance will be billed at 1% of the gross billing after application of Contractor's overhead and fees. Also, applicable Bond and City Tax fees will be added to the gross billing after application of Contractor's overhead and fees based on the rates in effect at the time of billing

Overtime rates shall be applied in accordance with Labor Law as applicable, using the above rates as the straight time rate. The above rates are valid only on projects where State Prevailing Wage Laws or Davis Bacon Act applies.

PLANS

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

WORK SPECIFICATIONS

[INCLUDE/ATTACH ALL WORK SPECIFICATIONS IF THEY ARE PART OF THE  
DIRECTION TO THE CONTRACTOR]



**Information regarding Contractor:**

Contractor: W.E. Lyons Construction Co.  
License No.: 180607 A,B  
Address: 1301 Ygnacio Valley Road  
Walnut Creek, CA 94598  
Telephone: 925.658.1600  
Facsimile: 925.949.4658  
E-Mail: Glyons@welyons.com

Type of Business Entity:

☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Limited Partnership  
☒ Corporation, State: California  
☐ Limited Liability Company  
☐ Other: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or  
Social Security Number

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

### TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE (L/SL/SLRBE) PROGRAM:** Contractor shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Contract. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.
5. **SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify the name, the location of the place of business, the California contractor license number, and kind of work of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
6. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
7. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.



8. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
9. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
10. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
11. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.
12. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the



- employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
13. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
  14. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.
  15. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,
  16. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
  17. **ACCESS TO WORK:** District representatives at all times shall have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
  18. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
  19. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
  20. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
  21. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
  22. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.
  23. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the

right to accept or reject any legal representation that Contractor proposes to defend the District.

24. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety percent (90%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain ten percent (10%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.
25. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.
26. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
27. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of such person, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
28. **DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education



Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

29. **PAYMENT BOND AND PERFORMANCE BOND (For contracts over \$25,000):** Contractor shall not commence the Work until it has provided to the District a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
30. **CONTRACTOR'S INSURANCE:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance: **Commercial General Liability Insurance:** \$1,000,000 for each occurrence and general aggregate with Products and Completed Operations Coverage; **Automobile Liability – Any Auto:** combined single limit of \$1,000,000; **Excess Liability Insurance:** \$2,000,000; **Workers Compensation:** Statutory limits; and **Employers' Liability:** \$1,000,000. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.
31. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
32. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
33. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District

of the violation, Contractor shall bear all costs arising therefrom.

34. **DISPUTES:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the 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:** Provided that the Contract Price is more than \$1,000, and the Work is a "public works" under the Labor Code, the Parties agree as follows:

- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.
- Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.
- Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.
- Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).
- Copies of the prevailing rate of per diem wages are on file with the District.
- Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

36. **CERTIFIED PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.

37. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4

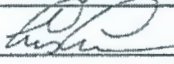


of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

38. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.
39. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
40. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
41. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
42. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
43. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

### PREVAILING WAGE CERTIFICATION

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

Date: 7/29/2016  
Proper Name of Contractor: W.E. Lyons Construction Co.  
Signature:   
Print Name: Greg Lyons  
Title: President

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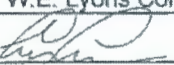
### WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: 7/29/2016  
Proper Name of Contractor: W.E. Lyons Construction Co.  
Signature:   
Print Name: Greg Lyons  
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.)

**NON-COLLUSION AFFIDAVIT**  
**Public Contract Code § 7106**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President [PRINT YOUR TITLE]  
of W.E. Lyons Construction Co. [PRINT FIRM NAME],

the party making the foregoing Contract.

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

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

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

Date: 7/29/2016

Proper Name of Bidder: W.E. Lyons Construction Co.

Signature: 

Print Name: Greg Lyons

Title: President

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)



**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

- ☒ Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- ☒ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or
- ☒ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: Greg Lyons

Title: President

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

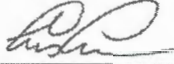
**Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

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: 7/29/2016

Proper Name of Contractor: W.E. Lyons Construction Co.



Signature:   
Print Name: Greg Lyons  
Title: President

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### DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: \_\_\_\_\_ between Oakland Unified School District (the "District" or the "Owner") and W.E. Lyons Construction Co. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

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

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

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

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

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

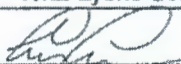
I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements

of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

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

Date: 7/29/2016

Proper Name of Contractor: W.E. Lyons Construction Co.

Signature: 

Print Name: Greg Lyons

Title: President

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### ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

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

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

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


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

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

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

Date: 7/29/2016

Proper Name of Contractor: W.E. Lyons Construction Co.

Signature: 

Print Name: Greg Lyons

Title: President

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### LEAD-PRODUCT(S) CERTIFICATION

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

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

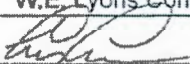
The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior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

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

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

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

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

Date: 7/29/2016  
Proper Name of Contractor: W.E. Lyons Construction Co.  
Signature:   
Print Name: Greg Lyons  
Title: President

---

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither W.E. Lyons Construction Co. [Type name of Contractor] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Contractor on the 29 day of July 2016 for the purposes of submission of this Agreement.

By: \_\_\_\_\_



Signature

Greg Lyons

Typed or Printed Name

President

Title



Executed in Duplicate

Bond No. 070022598  
Premium: \$1,800.00

**PERFORMANCE BOND**

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

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the Oakland Unified School District ("District") and W.E. Lyons Construction Co. ("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:

Lincoln Elementary School Water Intrusion Project (Project Name)  
("Project" or "Contract")

which Contract dated                     , 2016, 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 Liberty Mutual Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

One Hundred Twenty-five Thousand Dollars and Zero Cents DOLLARS

(\$ 125,000.00), 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 shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

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

Liberty Mutual Insurance Company  
71 Stevenson Street, Suite 600  
San Francisco, CA 94105

**Attention:** Christine Lloyd, Senior Underwriter

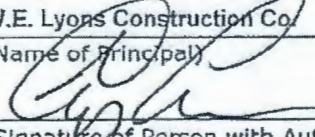
**Telephone No.:** ( 415 ) 537 - 2503

**Fax No.:** ( 866 ) 547 - 4881

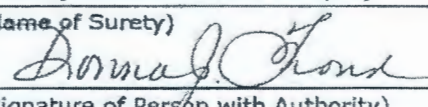
**E-mail Address:** christine.lloyd@liberty mutual.com

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 27th day of July, 2016.

**Principal**

W.E. Lyons Construction Co.  
 (Name of Principal)  
  
 (Signature of Person with Authority)  
Greg Lyons  
 (Print Name)

**Surety**

Liberty Mutual Insurance Company  
 (Name of Surety)  
  
 (Signature of Person with Authority)  
Donna J. Frowd, Attorney-in-Fact  
 (Print Name)  
M.B. McGowan & Associates Insurance Agency, Inc.  
 (Name of California Agent of Surety)  
7250 Redwood Blvd., Suite 110, Novato, CA 94945  
 (Address of California Agent of Surety)  
415-892-1080  
 (Telephone Number of California Agent of Surety)

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



## ACKNOWLEDGMENT

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

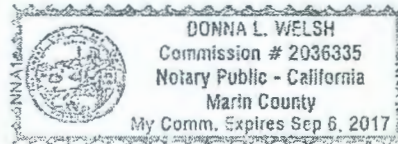
State of California  
County of Marin

On July 27, 2016 before me, Donna L. Welsh, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)




**CALIFORNIA  
DEPARTMENT OF INSURANCE**
**Company Profile**

Company Search  
Company Search  
Results

→ Company  
Information

Old Company  
Names

Agent for Service

Reference  
Information

NAIC Group List

Lines of Business

Workers'  
Compensation  
Complaint and  
Request for  
Action/Appeals  
Contact Information

**Financial Statements  
PDF's**

Annual Statements  
Quarterly  
Statements

**Company Complaint**

Company  
Performance &  
Comparison Data  
Company  
Enforcement Action  
Composite  
Complaints Studies

**Additional Info**

Find A Company  
Representative In  
Your Area  
View Financial  
Disclaimer

**COMPANY PROFILE**
**Company Information**
**LIBERTY MUTUAL INSURANCE COMPANY**

175 BERKELEY ST  
BOSTON, MA 02116  
800-526-1547

**Old Company Names**
**Effective Date**
**Agent For Service**

KARISSA LOWRY  
2710 GATEWAY OAKS DRIVE  
SUITE 150N  
SACRAMENTO CA 95833

**Reference Information**

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

[back to top](#)

**NAIC Group List**

NAIC Group #: 0111 LIBERTY MUT GRP

**Lines Of Business**

The company is authorized to transact business within these lines of insurance.  
For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT  
AUTOMOBILE  
BOILER AND MACHINERY  
BURGLARY  
COMMON CARRIER LIABILITY  
CREDIT

DISABILITY  
FIRE  
LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

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USER NAME

PASSWORD

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# Entity Dashboard

[Entity Overview](#)[Entity Registration](#)[Core Data](#)[Assertions](#)[Reps & Certs](#)[POCs](#)[Exclusions](#)[Active Exclusions](#)[Inactive Exclusions](#)[Excluded Family Members](#)[RETURN TO SEARCH](#)

## W.E. LYONS CONSTRUCTION CO, INC

DUNS: 009460460 CAGE Code: 3TDA5

Status: Active

Expiration Date: 02/10/2017

Purpose of Registration: All Awards

1301 YGNACIO VALLEY RD  
WALNUT CREEK, CA, 94598-2894 ,  
UNITED STATES

## Entity Overview

### Entity Registration Summary

**Name:** W.E. LYONS CONSTRUCTION CO, INC**Business Type:** Business or Organization**Last Updated By:** SHARON NEWCOMER**Registration Status:** Active**Activation Date:** 02/15/2016**Expiration Date:** 02/10/2017

### Exclusion Summary

**Active Exclusion Records?** No





obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

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

Liberty Mutual Insurance Company

71 Stevenson Street, Suite 600  
San Francisco, CA 94105

**Attention:** Christine Lloyd, Senior Underwriter

**Telephone No.:** ( 415 ) 537 - 2503

**Fax No.:** ( 866 ) 547 - 4881

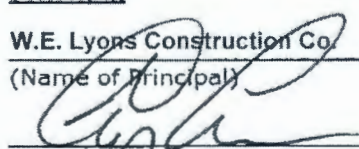
**E-mail Address:** christine.lloyd@liberty mutual.com

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 27th day of July, 2016.

**Principal**

W.E. Lyons Construction Co.

(Name of Principal)

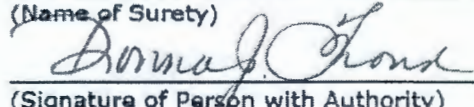
  
(Signature of Person with Authority)

Greg Lyons  
(Print Name)

**Surety**

Liberty Mutual Insurance Company

(Name of Surety)

  
(Signature of Person with Authority)

Donna J. Frowd, Attorney-in-Fact  
(Print Name)

M.B. McGowan & Associates Insurance Agency, Inc.

(Name of California Agent of Surety)

7250 Redwood Blvd., Suite 110, Novato, CA 94945

(Address of California Agent of Surety)

415-892-1080

(Telephone Number of California Agent of Surety)

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



## ACKNOWLEDGMENT

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

State of California  
County of Marin

On July 27, 2016 before me, Donna L. Welsh, Notary Public  
(insert name and title of the officer)

personally appeared Donna J. Frowd  
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  (Seal)



**Bond No. 070022598**  
**Premium: Included on Performance Bond**

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

**WHEREAS**, the governing board ("Board") of the Oakland Unified School District, (or "District") and W.E. Lyons Construction Co., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

which Contract dated \_\_\_\_\_, 20 16 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

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

(\$ 125,000.00), 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.

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.

Page 24

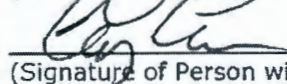
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 27th day of July, 2016.

**Principal**

W.E. Lyons Construction Co.

(Name of Principal)

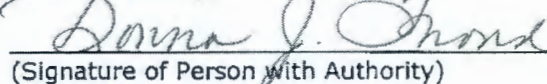
  
(Signature of Person with Authority)

Greg Lyons  
(Print Name)

**Surety**

Liberty Mutual Insurance Company

(Name of Surety)

  
(Signature of Person with Authority)

Donna J. Frowd, Attorney-in-Fact

(Print Name)

M.B. McGowan & Associates Insurance Agency, Inc.

(Name of California Agent of Surety)

7250 Redwood Blvd., Suite 110, Novato, CA 94945

(Address of California Agent of Surety)

415-892-1080

(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

## ACKNOWLEDGMENT

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

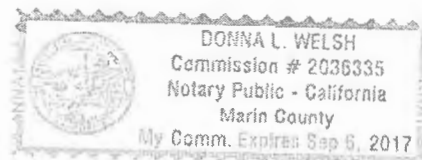
State of California  
County of Marin )

On July 27, 2016 before me, Donna L. Welsh, Notary Public  
(insert name and title of the officer)

personally appeared Donna J. Frowd  
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  (Seal)



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

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

Certificate No. 7301080

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Benjamin Wolfe; Debbie L. Welsh; Donna J. Frowd; Donna L. Welsh; Michael Brophy McGowan; Susan J. McGowan

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of March, 2016.



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

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 28th day of March, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of July, 20 16.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended  
Certificate of Authority

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

*Liberty Mutual Insurance Company*

of Boston, Massachusetts, organized under the laws of Massachusetts, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: *Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous* as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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

IN WITNESS WHEREOF, effective as of the 15th day of November, 1961,

*I have hereunto set my hand and caused my official seal to be affixed  
this 15th day of November, 1961.*

Fee \$10.00

F. Britton McConnell  
Insurance Commissioner

Rec. No. 273766

Filed 11/14/61

By

John N. Andrews  
Deputy

Certification

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 31st day of October, 2000.

Harry W. Low  
Insurance Commissioner

*Pauline D'Andrea*  
Pauline D'Andrea  
Deputy





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/26/2016

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).

<b>PRODUCER</b> RC Fischer Co 1301 Ygnacio Valley Rd #100 Walnut Creek CA 94596		<b>CONTACT NAME:</b> Amy Heckendorn <b>PHONE (A/C, No, Ext):</b> 925-627-5471 <b>E-MAIL ADDRESS:</b> amyh@rcfischer.com <b>FAX (A/C, No):</b> 925-932-0962	
<b>INSURED</b> W.E. Lyons Construction Co. 1301 Ygnacio Valley Road Walnut Creek CA 94598		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>LYONS-1</b>		<b>INSURER A:</b> Associated Industries Ins Co <b>INSURER B:</b> Monterey Insurance Co <b>INSURER C:</b> Burlington Insurance Co <b>INSURER D:</b> Everest National Insurance <b>INSURER E:</b> Admiral Insurance Co <b>INSURER F:</b>	
		<b>NAIC #</b> 23140 23540 23620 10120 24856	

## COVERAGES

CERTIFICATE NUMBER: 1091595391

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		AES1038372	4/30/2016	4/30/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			2SAA3019131	4/30/2016	4/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			HFF0003422	4/30/2016	4/30/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7600011317161	4/30/2016	4/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B E	Rented/Leased Equipment Professional Liability			2SSA3019131 FEIECC2054901	4/30/2016 4/30/2016	4/30/2017 4/30/2017	Limit 100,000 Limit 1,000,000

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

RE: Lincoln ES Water Intrusion Project. Architect; the Project Manager; Oakland Unified School District and its directors, officers, employees, agents and representatives are named as additional insured per CG20330704 & CG20370704. Insurance is primary per NXGL0090809.

## CERTIFICATE HOLDER

Oakland Unified School District  
955 High Street  
Oakland CA 94601

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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
All persons or organizations where written contract with the Named Insured requires additional insured completed operations. This form does not apply to your work on "residential property"	
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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

This insurance does not apply to:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Third Party:	All persons or organizations where required by written contract with the Named Insured
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(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

#### 4. Other Insurance:

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.



# Exhibit A.

W.E. Lyons Construction Co.  
2016 Time & Material Billing Rates  
Prevailing Wage - Oakland Unified School District  
(Rates valid through December 31, 2016)

<u>LABOR RATES</u>	<u>Standard Hourly Rate</u>
. Project Executive	300.00
. Pre-construction Manager	150.00
. Project Managers	145.00
. Estimator	150.00
. Project Engineer	105.00
. Superintendent (Non-working including truck)	130.00
. Foreman	114.50
. Journeyman Carpenter	107.50
. Journeyman Plasterer	132.00
. Lather	138.50
. Apprentice Carpenters (max. ratio 1 apprentice to 5 Carpenter	94.00
. Journeyman Laborers	87.50

The above rates represent the cost of all wage and burden on labor plus overhead and profit markups.  
The above rates do not include tools, construction equipment, insurance, bond costs, or applicable city tax.  
Project Manager and Superintendent Rates include truck/auto cost, but all other rates do not.

## EQUIPMENT/MATERIAL RATES

. Pick-up truck – daily (when Superintendent not present)	\$110.00/day
. JLG G-9-43A 9000lb Lift	\$1740/week
. Gradall 6000lb Forklift	\$1300/week
. Water Trailer	\$744/week
. Small tools	\$35/day/worker
. Rental tools	cost plus 15%
. Materials	cost plus 15%
. Fuel	cost plus 15%
. Dumpster	cost plus 15%

In addition to the above, General and Professional Liability insurance will be billed at 1% of the gross billing after application of Contractor's overhead and fees. Also, applicable Bond and City Tax fees will be added to the gross billing after application of Contractor's overhead and fees based on the rates in effect at the time of billing

Overtime rates shall be applied in accordance with Labor Law as applicable, using the above rates as the straight time rate. The above rates are valid only on projects where State Prevailing Wage Laws or Davis Bacon Act applies.



## CONSTRUCTION WORK (CUPCCAA) ROUTING FORM

Project Information							
Project Name	Lincoln ES Water Intrusion Project				Site	987	
Basic Directions							
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.							
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider						
Contractor Information							
Contractor Name	W. E. Lyons			Agency's Contact	Kevin Butler		
OUSD Vendor ID #	New Vendor			Title	Project Manager		
Street Address	1301 Ygnacio Valley Road			City	Walnut Creek	State	CA Zip 94598
Telephone	925-658-1600			Policy Expires	4-30-2017		
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 #	NA						
Term							
Date Work Will Begin	8-24-2016 <i>8/25/16</i>			Date Work Will End By (not more than 5 years from start date)	12-31-2016		
Compensation							
Total Contract Amount	\$		Total Contract Not To Exceed	\$ 125,000.00			
Pay Rate Per Hour (If Hourly)	\$		If Amendment, Changed Amount	\$			
Other Expenses			Requisition Number				
Budget Information							
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.							
Resource #	Funding Source		Org Key	Object Code	Amount		
0111	Fund 67, Risk Management		9879056805	5826	\$125,000.0		
Approval and Routing (in order of approval steps)							
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.							
	Division Head	Phone	510-535-7038	Fax	510-535-7082		
1.	Director, Facilities Planning and Management						
	Signature	Date Approved	<i>8/4/16</i>				
2.	General Counsel, Department of Facilities Planning and Management						
	Signature	Date Approved	<i>8-4-16</i>				
3.	Deputy Chief, Facilities Planning and Management						
	Signature	Date Approved					
4.	Senior Business Officer						
	Signature	Date Approved					
	President, Board of Education						
5.	Signature	Date Approved					





## CHANGE ORDER ROUTING FORM

1  
11/17/16

Project Information			
Project Name	Lincoln Elementary Water Intrusion	Site	987
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	W.E. Lyons	Agency's Contact	Kevin Butler				
OUSD Vendor ID #		Title	Project Manager				
Street Address	1301 Ygnacio Valley Road	City	Walnut Creek	State	CA	Zip	94598
Telephone	925-658-1600	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes x No				
OUSD Project #	NA						

Term			
Date Work Will Begin	8-25-2016	Date Work Will End By (not more than 5 years from start date)	12-31-2016

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 212,556.80
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 87,556.80
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
0111	Fund 67, Risk Management	9879056805	5826	87,556.80

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management			
	Signature	Date Approved	11/15/16	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved		
3.	Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved		
4.	Chief Operations Officer, Board of Education			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		