



Public Works Department Contract Services

SCHEDULE T - Contract Approval Summary & Routing

DATE TO:	AGENCY:	INITIALS:	DATE APPROVED:
9-21-2016	City Attorney		
9-23-16	OPW Assistant Director		
9-30-16	OPW Director → DOT		10-3-16
10-5-16	City Administrator – Compliance Dept (≤ \$1 M)		
10-10-16	City Administrator – (only if > \$1M)	SA	10-13-16
10-13-16	City Clerk	10	10-13-16

Please do not forward to the next person. Call Tamala Barnes or Calvin Hao at ext.7252 or 7395 for pickup. Thank you.

Re: **C427720 Citywide Preventive Maintenance Resurfacing**

Project Description: The proposed work consists, in general, of the construction of cold planing; 4" full width milling, hot mix asphalt (Bonded Wearing Coarse Gap- Graded), asphaltic emulsion membrane (Bonded Wearing Course), asphalt concrete base repair, asphalt concrete overlay, concrete sidewalk, thermoplastic traffic striping and pavement marker, 3 thermoplastic pavement markings, and other work specifically shown on the plans or included in the Special Provisions.

- IF time sensitive, provide due date and reason. _____
- Responsible Dept: **OPW-BEC**
 - Project Manager Signature: NBA
 - Project Manager: **Mastewal Cherinet** Phone ext: **4981**
 - Supervisor: **Jimmy Mach** Phone ext: **3303**
- Type of Contract: **Construction** Amendment # **NA**
 - Council Resolution: **07/19/16** and **RESO#86290 CMS**
- Vendor: **Gallagher & Burk, Inc.**
 - Address: **344 High St, Oakland, CA 94601**
 - Business Phone: **510-261-0466** Mobile Phone: _____
 - David DeSilva, President**
Name & Title of person authorized to execute contract
Email: **gbiestimating@gallagherburk.com**
 - Casey Crow, Project Manager**
Name & Title of day-to-day contact person
Email: **Crow@gallagherburk.com** **ccrowe@desilvagates.com**
- Contract Amount: **\$3,950,723.70**
- Contract Start (Effective) and End date: **September 30, 2016** to **August 30, 2017**
- CPO# **2017004331**
- Authorization Code: **RESOC**
- NGIP Code: **91350**
- DIR ID: **121292**

CTRL+Click to see info for items 8 and 9 above:

\\oakland\pwa\PWA_Contract_Services\Forms\Contract Templates\Purchasing and NGIP CODES.xlsx

- CONTRACT FUNDS:** Attach Oracle reports in order to ENCUMBER the Contract Amount.

Fund	Org	Account	Project No.	Program	Amount
2216	92242	57411	C491141	IN05	\$3,882,723.70
2216	92260	57411	C491220	IN05	\$ 68,000.00
					\$
Total Encumbrance					\$3,950,723.70

16 SEP 30 PM 3:06
 CITY OF OAKLAND
 OFFICE OF CITY MANAGER
 10 OCT 12 AM 10:31
 CITY OF OAKLAND
 OFFICE OF CITY MANAGER

12. **ESCROW FUNDS:** IF needed, BCR 5% of the construction contract amount for Fiscal's use. These funds will not be encumbered.

Fund	Org	Account	Project No.	Program	Amount
					\$

13. **OCIP FUNDS:** IF applicable, BCR 2% of the construction contract amount. These funds will not be encumbered, but must remain unspent until the invoice is paid.

Fund	Org	Account	Project No.	Program	Amount
2216	92242	53411	C491141	IN05	\$79,014.47 62,000

14. **ROUTING:** Please review documents marked with "☑" in the checklist below and sign documents as required.

Contract Summary, Contract Authority Checklist & Resolution

Included or	NA		
☑	☐	1.	Schedule T – Contract Summary & Routing
☑	☐	2.	City Administrator Purchasing Authority Checklist
☑	☐	3.	City Council Resolution

Contract, Insurance and Bonds

☑	☐	4.	Original Contract & Contract Exhibits (3 original sets)
☑	☐	5.	Payment and Performance Bonds (3 original sets)
☑	☐	6.	Insurance:
		a.	OCIP Enrollment Letter (<i>construction only</i>)
		b.	Certificates per Schedule Q (<i>construction & professional</i>)

Licenses and Certifications

☑	☐	7.	Oakland Business License
☑	☐	8.	California State Contractor's License
☐	☑	9.	IRS W-9
☑	☐	10.	Combined Schedules
		B-1	Arizona Resolution
		C-1	Americans with Disabilities Act
		D	Ownership, Ethnicity & Gender Questionnaire
		K	Pending Dispute Disclosure
		M, Parts A and B	Independent Contractor Questionnaire (<i>professional only if >\$5K</i>)
		N	Living Wage Ordinance (<i>professional only if ≥ \$25K</i>)
		N-1	Equal Benefits – Declaration of Nondiscrimination
		P	Nuclear Free Zone
		U	Compliance Commitment Agreement (<i>not applicable for federal projects</i>)
		V	Affidavit of Non-Disciplinary or Investigatory Action
		--	Oakland's Minimum Wage Law
		--	Affirmative Action
☑	☐	11.	EBO Certificate Pursuant to Schedule N-1 (<i>n/a if < \$25,000</i>)
☐	☑	12.	Schedule E Project Consultant Team (<i>professional only</i>)
☑	☐	13.	Schedule O Campaign Contribution Limits
☑	☐	14.	Schedule R Subcontractor, Supplier, Trucking Listing (<i>construction only</i>)
☐	☑	15.	Public Contract Code Sections 10285.1 & 10162 & 10232 (<i>construction only</i>)
☐	☑	16.	Attachment C Equal Employment Opportunity Certification (<i>construction only</i>)
☐	☑	17.	Attachment D Noncollusion Affidavit (<i>construction only</i>)
☐	☑	18.	Attachment E Debarment & Suspension Certification
☐	☑	19.	Attachment E Debarment & Suspension Certification – Lower Tier
☐	☑	20.	Attachment F Nonlobbying Certification for Federal-Aid Contracts (<i>construction only</i>)
☐	☑	21.	Attachment G Disclosure of Lobbying Activities (<i>construction only</i>)
☐	☑	22.	Exhibit 10-O1 Local Agency Consultant DBE Commitment (<i>professional only</i>)
☐	☑	23.	Exhibit 10-O2 Local Agency Consultant DBE Information (<i>professional only</i>)
☐	☑	24.	Exhibit 10-Q Disclosure of Lobbying Activities (<i>professional only</i>)
☐	☑	25.	Exhibit 15-G Local Agency Bidder DBE Commitment (<i>construction only</i>)
☐	☑	26.	Exhibit 15-H DBE Information – Good Faith Efforts
☐	☑	27.	Form 805 Agency Report of Consultants

Add'l Comments:

Budget **CITY OP**
 Period **P09-16**

Amount Type **Year To Date Extended**
 Encumbrance Type **ALL**
 Account Level **All**

Funds Available (USD)

Summary

Account	Budget	Encumbrance	Actual	Funds Available
1.2216.92242.57411.C491141.IN05	6,985,748.00	0.00	0.00	6,985,748.00

Encumbrance Amounts

Commitment

Obligation

Other

Account Description

Account Level

Funds

Available

CITY ADMINISTRATOR PURCHASING AUTHORITY CHECKLIST

Purchasing Ordinance, OMC Chapter 2.04

PROJECT INFO: **C427720 - Citywide Preventive Maintenance Resurfacing**

Purchasing Authority (OMC §2.04.020.A). If "NO" is indicated for all questions in the *Type of Purchase* section or the Council has approved this contract expenditure in an Appropriation Resolution, the City Administrator's authority to award and execute this contract without Council action is:

- \$100,000 for purchase of goods, materials, supplies, equipment, construction labor & materials and services (includes non-professional, professional, technical, and scientific services).

Limited Purchase Authority (OMC §2.04.020.B). If "YES" is indicated for any of the questions in the *Type of Purchase* section and Council has not approved this expenditure in an Appropriation Resolution, the City Administrator's authority to award and execute this contract without Council action is:

- \$50,000 for purchase of goods, materials, supplies, equipment, construction labor & materials, and non-professional/technical/scientific services; and
- \$15,000 for purchase of professional, technical or scientific services.

Loans, Grants, Development Agreements (e.g., Development and Disposition Agreements, Exclusive Negotiating Agreements, etc.), Real Estate Agreements (Leasing, Sales or Acquisition of Real Property). The Purchasing Ordinance does not establish any City Administrator authority to award or execute these types of agreements. Such authority is contained in the Oakland Charter and separate legislation. Consult the City Attorney's Office for guidance.

Type of Purchase (OMC §2.04.020.B.1)

Check the applicable boxes.

This purchase is not related to a program or project that is identified in the current CIP or operating budget.

☐ YES (not in either budget)

☒ NO (is in CIP/ Operating budget)

Is this purchase for services or supplies related to affordable housing projects?

☐ YES ☒ NO

Is or will this purchase be paid for, directly or indirectly, with Redevelopment Agency funds?

☐ YES ☒ NO

Is or will this purchase be paid for, directly or indirectly, with voter-approved measure funds?

☒ YES ☐ NO

Is this purchase for technological, computer or computerized system services, software, equipment, hardware or products?

☐ YES ☒ NO

Appropriation Resolution (OMC §2.04.020.B.3)

This Purchase was approved in Appropriation Resolution No. 86290 C.M.S., attached.

☒ YES ☐ NO

(Includes: 1) description of material/service; 2) contract amount; 3) funding source; 4) estimated time for execution and completion of work; 5) statement whether the program/project supported by work is "new" or "previously existing.")

Competitive Selection/Award Process: Request for Proposals or Bid

The contractor or vendor was selected through a competitive process.

☒ YES ☐ NO

Or, advertising and bidding or request for proposal/qualification (RFP/RFQ) was waived by Council in Resolution No. _____ C.M.S., attached.

☐ YES ☒ NO

Completed by:

Mastewal Cherinet

City Project Manager Name



Signature

09/12/16

Date

**CITY OF OAKLAND
CONTRACT OF PUBLIC WORKS**

THIS CONTRACT is entered into this 26th of August of 2016 by and between the:

City of Oakland, a municipal corporation,
(hereinafter referred to as "City"), and
GALLAGHER & BURK, INC.,
(hereinafter referred to as "Contractor").

FOR AND IN CONSIDERATION of the promises hereinafter made, City and Contractor agree as follows:

Contractor will furnish necessary machinery, tools, apparatus, and other means of construction. Further, Contractor will furnish the materials and do all work in the manner and time prescribed in:

- 1) Project Specifications, Plans, including any Addenda, for Project No. **C427720 - CITYWIDE PREVENTATIVE MAINTENANCE RESURFACING** and documents referenced and incorporated therein; and
- 2) The Contractor's bid in the sum of **Three Million Nine Hundred Fifty Seven Hundred Twenty-Three Dollars and Seventy Cents (\$3,950,723.70)** received **June 2, 2016** (Exhibit A – Scope of Work).

The contract documents shall include, but are not limited to, all documents identified above, the "Greenbook" Standard Specifications for Public Works Construction, 2009 Edition, and the City of Oakland Standard Details for Public Works Construction, 2002 Edition thereto, and shall constitute the contract between the parties as though all documents were attached hereto or herein repeated. The contract documents are intended to be cooperative and to provide for a complete work. Said contract documents are on file in the Public Works Department.

1. Commencement of Work

Work shall be commenced on the date of the Notice to Proceed which is sent by the Director of the Public Works Department and shall be completed within **120 working days**.

2. Bonds

Contractor shall provide two good and sufficient surety bonds, which name the City of Oakland as insured. The Payment Bond shall be for One Hundred percent (100%) of the contract price to guarantee faithful payment to subcontractors, material suppliers, and laborers. The Performance Bond shall be One Hundred percent (100%) of the contract price. Contractor shall maintain the bonds in full force and effect until the work is accepted by City, and until all claims for material and labor are paid, and shall otherwise comply with the Civil Code.

3. Contractor's Liability

Contractor shall be responsible for all injuries to persons and for all damage to real or personal property of City or others, caused by, or resulting from the negligence of itself, its employees, or its agents during the progress of, or connected with, the rendition of services hereunder. Contractor shall defend and hold harmless and indemnify City, Councilmembers, directors, officers, agents, employees, and volunteers from all costs and claims for damages to real or personal property, or personal injury to any third party, resulting from the negligence, actions, or inaction of Contractor, subcontractors, employees or agents, arising out of the Contractor's performance of work under this contract. *Contractor must provide proof of insurance per Schedule Q.*

4. Liability Insurance

Contractor shall maintain all insurance required by the project for the duration of the contract. Contractor shall name the City of Oakland and its Councilmembers, directors, officers, agents, employees and volunteers as additional insureds on the general liability policy. *Contractor must provide proof of insurance per Schedule Q.*

5. Worker's Compensation Insurance

Contractor hereby certifies that it is aware of and will comply with Section 3700 of the California State Labor Code that requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance before commencing any of the work. *Contractor must provide proof of insurance per Schedule Q.*

6. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law whereby Oakland employees must be paid the current minimum wage. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service charges collected for their services. For further information, please refer to:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/MinimumWage/OAK051451>

7. Prevailing Wage

Contractor certifies and agrees that it will comply with the requirement to pay its employees prevailing wages as set forth in City Resolution No. 57103 C.M.S. City may request documentation to certify that Contractor has paid its employees at the appropriate prevailing wage rate. In the event that City determines that Contractor has failed to pay any of its employees in accord with the appropriate prevailing wage rate, City shall report its findings to the Department of Labor and/or withhold the difference between the amount paid and amount owed for prevailing wages from any amount owed Contractor until such time as the payment dispute is fully and finally resolved. This provision in no way creates any contractual or third party beneficiary relationship between any of Contractor's employees and City, nor does it create any liability or duty on City for Contractor's failure to make timely or appropriate payments to its employees.

8. Nuclear Weapons Policy

It is City's policy to minimize the expenditure of City funds on goods and services produced by Nuclear Weapons Makers. City urges all contractors to avoid contracting for goods and services which are manufactured or provided by Nuclear Weapons Makers. *Contractor must also complete Schedule P.*

9. Audit

Contractor shall permit authorized representatives of City to have access to Contractor's books, records, accounts and any and all data relevant to this contract, for the purpose of making an audit or examination during the term of the contract and for a period of four years following the fiscal year of the last expenditure under this contract.

10. Discrimination

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to California Government Code, Section 12990. Further, Contractor agrees not to discriminate against any individual or company because of marital status, race, color, religion, ancestry, sex, sexual orientation, age, national origin, physical handicap, Acquired Immune Deficiency Syndrome (AIDS), or AIDS related conditions, or any other arbitrary basis.

11. Oakland Business License

Contractor has and will continue to maintain a current Oakland Business License during the term of this contract. Contractor shall insert in each of its subcontract agreements a provision which requires its sub-contactors to present proof that the subcontractor has obtained a current Oakland Business License during the term of this contract.

12. Notice

Any party to this contract may change the name or address of representatives for purpose of this paragraph by providing written notice, via facsimile and concurrently by prepaid U.S. certified or registered postage, to all other parties ten (10) business days before the change is effective.

City of Oakland:

OPW-Contract Services
250 Frank H. Ogawa Plaza, Suite 4314
Oakland, CA 94612
Fax (510) 238-2436 or chao@oaklandnet.com

Contractor:

Gallagher & Burk, Inc.
Casey Crow
344 High Street
Oakland, CA 94601
510-261-0478 or gbiestimating@gallagherburk.com

Any party to this Agreement wishing to make changes to this Notice section shall do so in writing ten (10) business days before the change is effective.

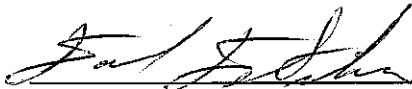
13. Certification

The individuals who have affixed their signatures below certify and attest each is empowered to execute this Agreement and act on behalf of and bind the party in whose name this Agreement is executed.

IN WITNESS WHEREOF:

Contractor has hereto set his hand, and the City Administrator of the City of Oakland, by Resolution of the City Council of said City, thereunto duly authorized, has caused the name of the CITY OF OAKLAND to be affixed hereto, all in triplicate the day and year first above written.

GALLAGHER & BURK, INC.

 9/9/2016

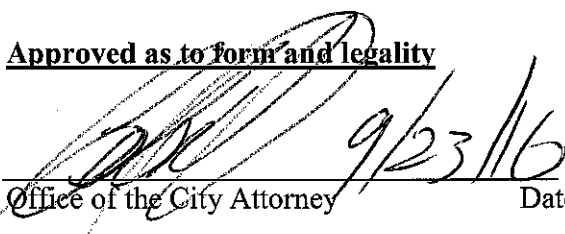
David DeSilva Date
President

Public Works Department

 10/3/16

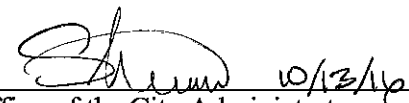
Director Date


Approved as to form and legality

 9/23/16

Office of the City Attorney Date

CITY OF OAKLAND
(a municipal corporation)

 10/13/16

Office of the City Administrator Date

PS

City Council Resolution No. 86290 CMS
Oakland Business Tax Certificate No. 685275
Contract Purchase Order No. 2017004331
DIR Project ID No. 121292

EXHIBIT A - Scope of Work

1) Project Description:

The work consists, in general, of the construction of cold planing; 4" full width milling, hot mix asphalt (Bonded Wearing Coarse Gap-Graded); asphaltic emulsion membrane (Bonded Wearing Course); asphalt concrete base repair; asphalt concrete overlay; concrete sidewalk; thermoplastic traffic striping and pavement markings; pavement markers; and other work specifically shown on the plans or included in the Special Provisions.

2) The following documents are physically included in the Contract:

A. Contractor's Bid dated: June 2, 2016

Bids must be received by the Office of the City Clerk located
at One Frank H. Ogawa Plaza, Room 101, Oakland, CA 94612
prior to: 2:00 PM Thursday June 2, 2016
Time Day Date



CONTRACTOR'S BID

TO THE CITY OF OAKLAND, CALIFORNIA
PUBLIC WORKS DEPARTMENT
For

City Project No: C427720
Citywide Preventive Maintenance Resurfacing

CONTRACTOR'S BUSINESS NAME Gallagher & Burk Inc.

BUSINESS ADDRESS 344 High Street
(Provide full street address even if P.O. Box used)
Oakland, CA 94601

TELEPHONE NO: (510) 261-0466 FAX NO: (510) 261-0478

CONTRACTOR'S EMAIL ADDRESS: gbiestimating@gallagherburk.com

CONTRACTOR'S STATE LICENSE NO: 141140

CLASSIFICATION: A, C12, C31 EXPIRATION: 8/31/2017

OAKLAND BUSINESS LICENSE NO: 685275 DIR REGISTRATION NO.: 1000003657

All bids shall include the contractor's state license number, classification, and DIR registration number¹, as well as each subcontractor's license number. The work for which this bid is submitted is for construction in conformance with the Project Plans, Bid Book, including, but not limited to, the Special Provisions, Standard Specifications for Public Works Construction, 2009 Edition, City of Oakland Standard Detail for Public Works Construction 2002 Edition,

¹ Per SB 854: Only DIR-registered contractors or subcontractors may be listed on a bid proposal for a public works project.

including any addenda thereto, the contract annexed hereto, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

BID SCHEDULES

The low bidder will be determined by the method indicated on the NTB. If no methodology is identified in the NTB, the default method shall be the lowest Base Bid total price, without consideration of any alternates. The Base Bid total price shall include all work as stipulated in the bid items below and as shown on the drawings and described in the specifications, except that it shall not include any item listed as a bid alternate (if applicable). Specification references are provided to assist the bidder. Other bid sections may also apply.

The bidder shall provide prices for all bid alternates, if any. The responsibility for determining quantities for the Alternates rests with the bidder. Base Bid and Bid Alternates shall include the cost of all supporting elements required, so that no matter what combination of Base Bid and Bid Alternates is accepted, that portion shall be a complete entity in itself. Work for all Bid Alternates shall be in strict accordance with the applicable Contract Documents.

❖ Base Bid Items:

Each bidder is required to exclude from the base bid items its normal cost for the insurance coverages provided by the OCIP. Each bidder must deduct the cost of OCIP coverages for all lower tier subcontractors, in addition to its own cost of OCIP coverages. Certain contractors and subcontractors may be ineligible for OCIP coverage, and will be required to maintain their own insurance. They include:

- ✓ *Trades involved in hazardous material abatement or handling such as asbestos remediation or environmental cleanup operations.*
- ✓ *Suppliers/vendors who merely make deliveries to or from the job site; sales persons; tower-crane erection; and truckers.*
- ✓ *Bidder whose EMR is 1.5 or greater at time of bid.*
- ✓ *The City reserves the right to exclude any party even if otherwise eligible.*

Addendum No. 2

Item No.	Spec. Sec. No.	Estimated Quantity	Unit of Measure	Item Description	Unit Price	Item Total
1	7-8-6	1	LS	Water Pollution Control	30000 ⁻	30000 ⁻
2	7-10	1	LS	Traffic Control with Traffic Control Plans	525000 ⁻	525000 ⁻
3	7-12	2	EA	Project Information Signs with Barricade Signs	1000 ⁻	2000 ⁻
4	303-5.1.1.5	1,290	SF	Tree Root Pruning	4 ⁻	5160 ⁻
5	303-5	78	LF	Remove and Replace Concrete Curb and Gutter	90 ⁻	7020 ⁻
6	303-5	141	EA	Remove and Replace Concrete Curb Ramp	3200 ⁻	451200 ⁻
7	303-5	2	EA	Retrofit Detectable Warning Dome	900 ⁻	1800 ⁻
8	303-5	3,464	SF	Remove and Replace Concrete Sidewalk	13 ⁻	45032 ⁻
9	203-16	138	TON	Asphaltic Emulsion Membrane (Bonded Wearing Course)	650 ⁻	89700 ⁻
10	203-16	6765	TON	Hot Mix Asphalt (Bonded Wearing Course Gap-Graded, 3/8" Aggregate)	160 ⁻	1082400 ⁻
11	203-3	61,201	LF	Crack Seal	0 ⁷⁰ ⁻	42840 ⁷⁰ ⁻
12	302-1	45,816	SY	Cold Plane Asphalt Concrete	4 ⁻	183264 ⁻
13	313-1	691	TON	Material for Asphalt Concrete Base Repair	80 ⁻	55280 ⁻

Addendum No. 2

14	313-1	691	TON	Labor and Equipment for AC Base Repair	70 ⁻⁻⁻	48370 ⁻⁻⁻
15	302-1.12	16,646	SY	Off haul and Disposal of Pavement Fabric	1 ⁻⁻⁻	16646 ⁻⁻⁻
16	302-1	697	SY	2" Full Width Mill AC	5 ⁻⁻⁻	3485 ⁻⁻⁻
17	302-1	23,617	SY	4" Full Width Mill AC	10 ⁻⁻⁻	236170 ⁻⁻⁻
18	203	5,214	TON	Material for Asphalt Concrete Overlay	80 ⁻⁻⁻	417120 ⁻⁻⁻
19	203	5,214	TON	Labor and Equipment for AC Overlay	40 ⁻⁻⁻	208560 ⁻⁻⁻
20	7-10.2.2	1	LS	Changeable Message Signs	30000 ⁻⁻⁻	30000 ⁻⁻⁻
21	310-6	164,000	LF	Thermoplastic Traffic Striping	50 ⁻⁻⁻ 0 ⁻⁻⁻	82000 ⁻⁻⁻
22	310-6	1,500	EA	Pavement Markers (Reflective & Non- Reflective)	5 ⁻⁻⁻	7500 ⁻⁻⁻
23	310-6	6,444	SF	Thermoplastic Pavement Markings	4 ⁻⁻⁻	25776 ⁻⁻⁻
24	310-6	500	SF	Thermoplastic Pavement Markings (Green)	17 ⁻⁻⁻	8500 ⁻⁻⁻
25	300-1.3.3	5,500	LF	Remove Traffic Striping (including markers)	2 ⁻⁻⁻	11000 ⁻⁻⁻
26	300-1.3.3	20	EA	Remove pavement Markings	100 ⁻⁻⁻	2000 ⁻⁻⁻
27	206 & 304	10	EA	Remove Single Post Sign	100 ⁻⁻⁻	1000 ⁻⁻⁻

Addendum No. 2

28	302-11	3	EA	Speed Bump	4000 ⁻	12000 ⁻
29	206 & 304	1600	LF	Paint Curb	2 ⁻	3200 ⁻
30	206 & 304	95	EA	Single Post Sign	400 ⁻	38000 ⁻
31	310-6	92	EA	Fire Hydrant Markers	25 ⁻	2300 ⁻
32	Detail Sheets D-01	74	EA	Pre & Post Construction Monument Verification	1000 ⁻	74000 ⁻
33	Detail Sheets D-01	74	EA	Reset Monument	1000 ⁻	74000 ⁻
34	301-1.6	214	EA	Adjust SSMH & SDMH to Finish Grade	600 ⁻	128400 ⁻
TOTAL OF 34 BASE BID ITEMS: \$					3,950,723 ⁷⁰	

❖ Bid Alternate No. 1 – Add cost of insurance coverage:

This alternate will be selected in the event that the City does not implement the OCIP for this project. Contractors will be required to provide full insurance coverage per Schedule Q, Section 2.0.

Item No.	Spec. Sec. No.	Estimated Quantity	Unit of Measure	Item Description	Unit Price	Item Total
24	7-3	1	LS	ADD Cost of Commercial Liability Insurance Coverage	15000 ⁻	15000 ⁻
25	7-3	1	LS	ADD Cost of Worker's Compensation Insurance Coverage	40000 ⁻	40000 ⁻
26	7-3	1	LS	ADD Cost of Excess Liability or Umbrella Insurance Coverage	7000 ⁻	7000 ⁻
TOTAL OF BID ALTERNATE NO. 1: \$					62000 ⁻	

SUBCONTRACTOR, SUPPLIER, TRUCKING LISTING

Please refer to Item No. 18 in "Policies and Programs" of Section A. It is critically important that Bidders provide all required information on Schedule R in accordance with this section.

BID SECURITY STATEMENT

Accompanying this bid is "Bidder's Bond" in an amount equal to at least ten percent of the total of the bid.

(INSERT THE WORDS "CASH (\$ _____)", "CASHIER'S CHECK", "CERTIFIED CHECK," OR "BIDDER'S BOND", AS THE CASE MAY BE. REFER TO SPECIAL PROVISIONS SECTION 2-1.5 FOR FURTHER INFORMATION)

In accordance with Section 2-1.10 of the Special Provisions, if this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the two (2) bonds in the sums required by the State Contract Act, with surety satisfactory to the City, the City may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of the bid security accompanying this bid shall operate and the same shall be the property of the City.

ADDENDA ACKNOWLEDGEMENT

All bids shall include acknowledgement of all Addenda. This BID is submitted with respect to the changes to the contract included in addendum number(s) 1 through 3.

(FILL IN ADDENDA NUMBERS IF ADDENDA HAVE BEEN RECEIVED AND INSERT, IN THIS BID, ANY ENGINEER'S ESTIMATE SHEETS THAT WERE RECEIVED AS PART OF THE ADDENDA.)

CERTIFICATION OF EXCLUSION OF OCIP INSURANCE COSTS

Contractor hereby certifies under penalty of perjury that it has read and is aware of the provisions of the bid documents addressing the Owner Controlled Insurance Program ("OCIP"), and is aware that Contractor is required to exclude from its bid for the Project the "Costs of OCIP Coverages" as described more fully in the bid documents, specifically in Schedule Q, an Attachment to the Special Provisions. Contractor further certifies that it has not included in its bid, either directly or indirectly, Contractor's "Costs of OCIP Coverages", as defined in Schedule Q, and shall not include the "Costs of OCIP Coverages" in any change order request, claim, invoice, or any other application for payment on the Project.

LISTING OF PRINCIPALS

IMPORTANT NOTICE: If bidder or other interested person is a **CORPORATION**, bidder shall state legal name of corporation, also names of the president, secretary, treasurer, and manager

thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm. If bidder or other interested person is an **INDIVIDUAL**, bidder shall state first and last names in full.

The names of all persons interested in the foregoing bid as principals are as follows:

Oliver DeSilva Inc. dba Gallagher & Burk Inc.

David DeSilva, President

Ernest D. Lampkin, Vice President/CFO/Secretary

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the location of the proposed work, the annexed proposed form of contract, the plans and specifications therein referred to, including all Addenda; and the bidder proposes and agrees if this bid is accepted, that the bidder will contract with the City, in the form of the copy of the contract annexed hereto, and the bidder proposes and agrees if this bid is accepted, that the bidder will execute and fully perform the contract for which bids are called; that the bidder will provide all necessary labor, storage, transportation, machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that the bidder will take in full payment therefor, including all applicable taxes, the unit prices set forth in the attached bid schedule.

By my signature on this bid, I certify, under penalty of perjury, that all representations made on this bid are true and correct. The City of Oakland reserves the right to accept or reject any and all bids.



A handwritten signature in dark ink, appearing to read "David DeSilva".

David DeSilva, President

Signature and Title of Bidder

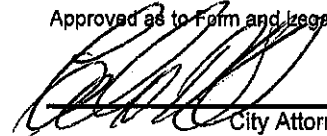
Date 6/2/16

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2016 JUN 30 AM 11:42

OAKLAND CITY COUNCIL

Approved as to Form and Legality


City Attorney

RESOLUTION No. 86290 C.M.S.

Introduced by Councilmember _____

RESOLUTION REJECTING ALL BIDS, WAIVING FURTHER ADVERTISING AND BIDDING REQUIREMENTS, AND AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT WITH GALLAGHER & BURK, INC., IN ACCORDANCE WITH PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF CITYWIDE PREVENTIVE MAINTENANCE RESURFACING (PROJECT NO. C427720) IN THE AMOUNT OF THREE MILLION NINE HUNDRED FIFTY THOUSAND SEVEN HUNDRED TWENTY-THREE DOLLARS AND SEVENTY CENTS (\$3,950,723.70)

WHEREAS, the City of Oakland's street infrastructure is considered a significant asset that impacts the quality of life for those who live and work in Oakland; and

WHEREAS, the City Council adopted Resolution No. 85227 C.M.S. establishing a Prioritization Plan, representing the optimized distribution of paving funds as analyzed by the City's Pavement Management Program; and

WHEREAS, On June 2, 2016, the City Clerk received two bids for this project in the amount of \$3,950,723.70 and \$5,259,688.10 for the Construction of Citywide Preventive Maintenance Resurfacing (Project No. C427720) and there were no responsible and responsive bidders for the project; and

WHEREAS, the lowest bidder is Gallagher & Burk, Inc. and their Local Business Certification had lapsed; and

WHEREAS, the Local Business Enterprise/Small Local Business Enterprise (LBE/SLBE) participation will be 71%, which exceeds the City's 50% LBE/SLBE requirement if their certification had not lapsed; and

WHEREAS, timely award of the construction contract will allow paving to start this year; and

WHEREAS, Gallagher & Burk, Inc. has already renewed their Local Business Certification and would meet the LBE/SLBE requirement; and

WHEREAS, it is in the best interest of the City to reject all bids, waive further advertising and bidding requirements, and authorize the City Administrator or designee to negotiate and execute a construction contract with Gallagher & Burk, Inc., in accordance with plans and specifications for the construction of citywide preventive maintenance resurfacing (project no. C427720) in the amount of Three Million Nine Hundred Fifty Thousand Seven Hundred Twenty-Three Dollars and Seventy Cents (\$3,950,723.70); and

WHEREAS, streets selected are from the City's Prioritized Paving Plan with the exception of Martin Luther King, Jr. Way; and

WHEREAS, a separate Resolution is presented for approval to include allocating Measure BB Local Streets And Roads And Bike Fund (2216) Funds for the paving of Martin Luther King, Jr. Way; and

WHEREAS, the City of Oakland coordinates and screens all proposed streets for conflicts with sewer, storm drainage, gas, water, electrical, cable, and fiber optic replacement projects to insure that all underground rehabilitation work occurs prior to scheduled street rehabilitation projects; and

WHEREAS, the City lacks the equipment and qualified personnel to perform the necessary repairs and the City Council finds and determines that the performance of this contract is the public interest because of the economy; and

WHEREAS, the City Council has determined that this contract is professional, scientific or technical and temporary in nature and shall not result in the loss of employment or salary by any person having permanent status in the competitive services; and

WHEREAS, sufficient funding is available in the following accounts:

- Measure BB Local Streets and Roads Fund (2216) Appropriation; Streets and Structures Organization (92242); Street Construction Account (57411); Project No. C491141; \$3,882,723.70
- Measure BB Bike Fund (2216) Appropriation; Transportation, Planning, and Funding Organization (92260); Street Construction Account (57411); Project No. C491220; \$68,000.00; now, therefore be it

RESOLVED: That the City Administrator or designee is authorized to negotiate and execute a construction contract for Construction of Citywide Preventive Maintenance Resurfacing (Project No. C427720) with Gallagher and Burk, Inc., in accordance with plans and specifications for the Project and contractor's bid therefore, dated June 2nd, 2016, in an amount of Three Million Nine Hundred Fifty Thousand Seven Hundred Twenty-Three Dollars and Seventy Cents (\$3,950,723.70); and be it

FURTHER RESOLVED: That the amount of the bond for faithful performance and the amount for a bond to guarantee payment of all claims for labor and materials furnished and for amount due under the Unemployment Insurance Act, shall be 100% of the contract price and are hereby approved; and be it

FURTHER RESOLVED: That the plans and specifications prepared for this project, including any subsequent changes during construction that will be reviewed and adopted by the Director, or designee, are hereby approved; and be it

FURTHER RESOLVED: That all other bids are hereby rejected and further advertising and bidding requirements are waived; and be it

FURTHER RESOLVED: That the contract shall be reviewed and approved by the City Attorney for form and legality and placed on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, July 19, 2016

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL, WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID, and PRESIDENT GIBSON MCELHANEY -8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST:

LaTonda Simmons
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

PERFORMANCE BONDKNOW ALL MEN BY THESE PRESENTS, That GALLAGHER & BURK, INC.

(Contractor Name)

a Corporation, as Principal, and Travelers Casualty and Surety Company of America
(corporation, partnership or individual) (Surety Name)

a corporation organized and existing under the laws of CT, and authorized to transact a general surety business in, the State of California, are held and firmly bound unto the City of Oakland, a municipal corporation, as Obligee, in the sum of Three Million Nine Hundred Fifty Seven Hundred Twenty-Three Dollars and Seventy Cents (\$3,950,723.70), lawful money of the United States of America, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that

WHEREAS, Principal has entered into a contract dated August 26, 2016 with Obligee to furnish all necessary machinery, tools, apparatus, other means of construction, and all the materials specified by the contract to do the work in the manner and time prescribed by and in accordance with Drawings and Specifications for Project No. C427720 - CITYWIDE PREVENTATIVE MAINTENANCE RESURFACING and Contractor's bid dated June 2, 2016. Said work shall be commenced on the date of the Notice to Proceed and shall be completed within 120 working days of said date.

NOW, THEREFORE, if Principal well and faithfully performs all the conditions and covenants of the said contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation shall be void. Otherwise it shall remain in full force and virtue.

PROVIDED, FURTHER, that the Surety for value received hereby stipulates and agrees that death of individual Principal shall not relieve Surety of its obligation; that no amendment, change, extension of time, alteration or addition to the contract or any feature or item or items of performance required therein or thereunder shall in any manner affect its obligations on or under this Bond; and that Surety does hereby waive notice of such amendment, change, extension of time, alteration or addition to the contract or any feature or item or items of performance required therein or thereunder.

IN WITNESS WHEREOF, the instrument is executed in three (3) counterparts, each one of which shall be deemed

an original, this * 29th day of August of 2016.
Gallagher & Burk, Inc.

344 High Street, Oakland, CA 94601

(Contractor Name)

David DeSilva

By: President [Seal]
(Must be President, Vice President, Owner, Partner, Manager or Member)

Title: _____

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

(Surety Name)

By: George O. Brewster, Attorney-In-Fact [Seal]

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 Alameda

On September 9, 2016 before me, Shannon Scott Reid, a
Notary Public, personally appeared David DeSilva, 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.

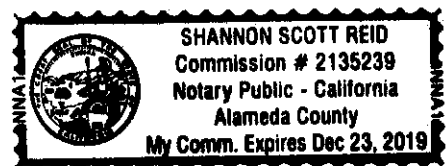
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature



{SEAL}





POWER OF ATTORNEY

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

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

Attorney-In Fact No. 229701

Certificate No. 006912203

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

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

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of July, 2016.

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

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



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 28th day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this August 29, 2016, before me personally came George O. Brewster to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York, that he/she is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Travelers Casualty and Surety Company of America (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.



Notary Public

MELISSA SARACINO
Notary Public, State of New York
No. 01SA6155895
Qualified in Nassau County
Commission Expires November 20, 2018

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2015

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 54,550,881	UNEARNED PREMIUMS	\$ 862,633,464
BONDS	3,500,572,638	LOSSES	735,725,171
STOCKS	245,801,111	LOSS ADJUSTMENT EXPENSES	278,900,106
INVESTMENT INCOME DUE AND ACCRUED	43,905,720	COMMISSIONS	35,398,814
OTHER INVESTED ASSETS	3,580,975	TAXES, LICENSES AND FEES	11,351,717
PREMIUM BALANCES	200,990,913	OTHER EXPENSES	39,466,667
NET DEFERRED TAX ASSET	65,751,196	CURRENT FEDERAL AND FOREIGN INCOME TAXES	15,158,620
REINSURANCE RECOVERABLE	22,532,968	REMITTANCES AND ITEMS NOT ALLOCATED	4,995,722
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	11,772,178	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	33,959,553
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	29,659,492	RETROACTIVE REINSURANCE RESERVE ASSUMED	898,144
OTHER ASSETS	5,685,697	POLICYHOLDER DIVIDENDS	9,080,181
		PROVISION FOR REINSURANCE	3,834,904
		ADVANCE PREMIUM	1,572,635
		PAYABLE FOR SECURITIES	8,000,000
		PAYABLE FOR SECURITIES LENDING	11,772,178
		CEDED REINSURANCE NET PREMIUMS PAYABLE	26,036,328
		ESCHEAT LIABILITY	664,927
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,858,650
		TOTAL LIABILITIES	\$ 2,081,307,981
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,663,312,028
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,103,595,788
TOTAL ASSETS	\$ 4,184,903,769	TOTAL LIABILITIES & SURPLUS	\$ 4,184,903,769

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

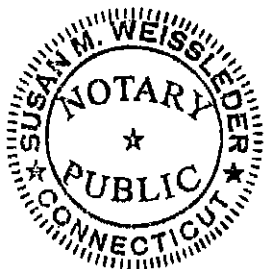
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2015.

Michael J. Doody
SECOND VICE PRESIDENT

Susan M. Weissleder
NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
18TH DAY OF MARCH, 2016

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



PAYMENT BOND**KNOW ALL MEN BY THESE PRESENTS, That GALLAGHER & BURK, INC.**

(Contractor Name)

a Corporation, as Principal, and Travelers Casualty and Surety Company of America
(corporation, partnership or individual) (Surety Name)

a corporation organized and existing under the laws of CT, and authorized to transact a general surety business in, the State of California, are held and firmly bound unto the City of Oakland, a municipal corporation, as Obligee, in the sum of Three Million Nine Hundred Fifty Seven Hundred Twenty-Three Dollars and Seventy Cents (\$3,950,723.70), lawful money of the United States of America, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that

WHEREAS, Principal has entered into a contract dated August 26, 2016 with Obligee to furnish all necessary machinery, tools, apparatus, other means of construction, and all the materials specified by the contract to do the work in the manner and time prescribed by and in accordance with Drawings and Specifications for Project No. C427720 - CITYWIDE PREVENTATIVE MAINTENANCE RESURFACING and Contractor's bid dated June 2, 2016. Said work shall be commenced on the date of the Notice to Proceed and shall be completed within 120 working days of said date.

NOW, THEREFORE, if Principal well and faithfully performs all the conditions and covenants of the said contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation shall be void. Otherwise it shall remain in full force and virtue.

PROVIDED, FURTHER, if Principal shall promptly make payment to all persons, firms, subcontractors, corporations, and otherwise furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for the moment and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, then the above obligation shall be void. Otherwise it shall remain in full force and virtue.

PROVIDED, FURTHER, that the Surety for value received hereby stipulates and agrees that death of individual Principal shall not relieve Surety of its obligation; that no amendment, change, extension of time, alteration or addition to the contract or any feature or item or items of performance required therein or thereunder shall in any manner affect its obligations on or under this Bond; and that Surety does hereby waive notice of such amendment, change, extension of time, alteration or addition to the contract or any feature or item or items of performance required therein or thereunder.

PROVIDED, FURTHER, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this * 29th day of August of 2016.

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

[Seal]

(Contractor Name)

By: David DeSilva [Seal]

(Must be President, Vice President, Owner, Partner, Manager or Member)

Title: David DeSilva
President

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

(Surety Name)

By: George C. Brewster [Seal]

George C. Brewster, Attorney-In-Fact

*Power of Attorney must be certified on this date or later.

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.

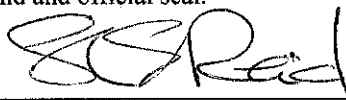
STATE OF CALIFORNIA

County of Alameda

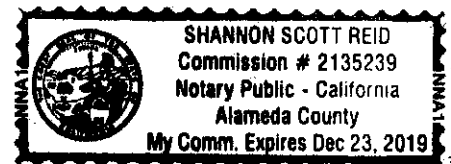
On September 9, 2016 before me, Shannon Scott Reid, a
Notary Public, personally appeared David DeSilva, who
proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within
instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity~~(ties)~~, 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}



ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK

COUNTY OF NASSAU

On this August 29, 2016, before me personally came George O. Brewster to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York, that he/she is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Travelers Casualty and Surety Company of America (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.



Notary Public

MELISSA SARACINO
Notary Public, State of New York
No. 01SA6155895
Qualified in Nassau County
Commission Expires November 20, 2018

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

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		TOTAL LIABILITIES	\$ 2,081,307,981
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TOTAL ASSETS	\$ 4,184,903,769	TOTAL LIABILITIES & SURPLUS	\$ 4,184,903,769

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

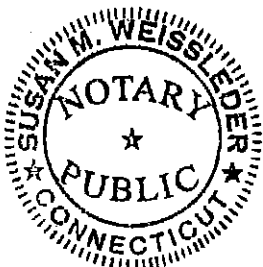
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COMPANY AS OF THE 31ST DAY OF DECEMBER, 2015.

Michael J. Doody
SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
18TH DAY OF MARCH, 2016

Susan M. Weissleder
NOTARY PUBLIC

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/21/2016

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).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA. LIC # 0726293 1255 Battery Street #450 San Francisco CA 94111		CONTACT NAME: PHONE (A/C, No, Ext): 415-546-9300 FAX (A/C, No): 415-536-8499 E-MAIL ADDRESS:		
INSURED Gallagher & Burk, Inc. 344 High Street Oakland, CA 94601		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Greenwich Insurance Company		22322
		INSURER B: XL Insurance America, Inc.		24554
		INSURER C: Starr Indemnity & Liability Company		38318
		INSURER D: Allied World Assurance Co (U.S.) In		19489
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 1390605439

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	Y	CGD7409466	4/1/2016	4/1/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		Y	CAS7409467	4/1/2016	4/1/2017	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"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000022564	4/1/2016	4/1/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	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 <input type="checkbox"/> N/A		Y	CWD7409465	4/1/2016	4/1/2017	<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
D	Excess Liability			0305-4263	4/1/2016	4/1/2017	Each Occurrence \$15,000,000 Aggregate \$15,000,000

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

DGC Job #416-107
RE: C427720 - Citywide Preventative Maintenance Resurfacing
ADDITIONAL INSURED: City of Oakland, its Councilmembers, directors, officers, agents employees and volunteers.

CERTIFICATE HOLDER

CANCELLATION

City of Oakland - OPW Contract Services 250 Frank H. Ogawa Plaza, Suite 4314 Oakland CA 94512	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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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

As required per written contract.

Note:

1. Use this endorsement to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in () is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.
3. The following entry must be added to the endorsement when used in Hawaii: "The premium charge for the endorsement is \$ _____."
4. The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications.
5. In most states, including Florida, any associated premium charge must be filed and approved prior to use.
6. No charge or fee is applicable for using this endorsement in the state of Tennessee. Refer to Tennessee State Statute Special Rule 3-A-22 of the Basic Manual.
7. For New York, the company shall as applicable indicate a premium charge of 2% to 10% of the manual premium subject to a minimum charge of \$250 per policy for blanket coverage.
8. For New York, the company shall as applicable indicate a premium charge of 5% to 10% of the manual premium for each person or organization named above subject to a minimum charge of \$250 per policy for specific coverage.
9. In Oregon, the sentence in () must be excluded from the endorsement where the endorsement is applied in association with a construction agreement as defined by Oregon statute.
10. For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act (K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 through 16-1908 and any amendments thereto). According to the Acts, a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2016
Insured

Policy No. CWD7409465

Endorsement No.
Premium

Insurance Company

Countersigned by _____

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of
Policy No. CWD7409465 ISSUED TO: DeSilva Gates Construction, L.P.
by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address	Number of Days Advanced Notice of Cancellation:
As required per written contract.		30

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

As required per written contract.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of
Policy No. CGD7409466 ISSUED TO: DeSilva Gates Construction, LP
by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As required per written contract.		30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 04/01/2016 , forms a part of

Policy No. CGD7409466 issued to DeSilva Gates Construction, L.P.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Changes In Conditions

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or work you performed under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule below:

SCHEDULE

Name of Person(s) or Organization(s):

As required per written contract.

All other terms and conditions remain the same.

(Authorized Representative)

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. CAS7409467 ISSUED TO: DeSilva Gates Construction, L.P.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address	Number of Days Advanced Notice of Cancellation
As required per written contract.		30

All other terms and conditions of the Policy remain unchanged.

Contractor's License Detail for License # 141140

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per [B&P 7071.17](#), only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

OLIVER DE SILVA INC
DBA GALLAGHER & BURK INC

344 HIGH STREET
OAKLAND, CA 94601
Business Phone Number:(510) 261-0466

Entity Corporation

Issue Date 09/24/1953

Expire Date 08/31/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
C12 - EARTHWORK AND PAVING
C31 - CONSTRUCTION ZONE TRAFFIC CONTROL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.

Bond Number: 103915396

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual EDWIN OLIVER DE SILVA certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 09/02/2010

BQI's Bond History

This license filed Bond of Qualifying Individual number **100250732** for DAVID EDWIN DE SILVA in the amount of **\$12,500** with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Effective Date: 05/14/2014

THIS DOCUMENT HAS A "VERIFY FIRST" TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

CITY OF OAKLAND BUSINESS TAX CERTIFICATE

ACCOUNT NUMBER

685275

The issuance of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A of the O.M.G. you are allowed a renewal grace period until March 1st of the following year.

GALLAGHER & BURK INC

BUSINESS LOCATION

344 HIGH ST
OAKLAND, CA 94601-3902

BUSINESS TYPE

Construction Contractors

EXPIRATION DATE

12/31/2016

NAME

GALLAGHER & BURK INC

MAILING ADDRESS

PO BOX 7227
OAKLAND, CA, 94601-0227



THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

A BUSINESS TAX
CERTIFICATE IS REQUIRED
FOR EACH BUSINESS
LOCATION AND IS NOT
VALID FOR ANY OTHER
ADDRESS.

YOU MAY BE REQUIRED
TO OBTAIN A VALID
ZONING CLEARANCE TO
OPERATE YOUR BUSINESS
LEGALLY. RENTAL OF
REAL PROPERTY IS
EXCLUDED FROM ZONING.

PUBLIC INFORMATION
ABOVE THIS LINE TO BE
CONSPICUOUSLY POSTED



City of Oakland

Equal Benefits Ordinance Certificate of Compliance

is hereby awarded to

Desilva Gates, Inc. dba Gallagher & Burk, Inc.

For satisfying all requirements necessary for compliance with the Equal Benefits Ordinance

Deborah Barnes

Deborah Barnes
Contract Compliance & Employment Services Manager

May 1, 2007

Date

Combined Contract Schedules



Business Name Gallagher & Burk, Inc. Phone (510) 261-0466 Email: gbiestimating@gallagherburk.com
 Address 344 High St. City Oakland State CA Zip 94601 Federal ID # 94-1249084
 City of Oakland Business License Number 685275 Completed by: David DeSilva Phone if different N/A

Schedule B-1 and C-1 – (Declaration of Compliance with the Arizona Resolution 82727 and Declaration of Compliance with the Americans with Disabilities Act)

- ☒ I declare under penalty of perjury that my company is NOT headquartered in Arizona. OR
☐ I declare under penalty of perjury that my company is headquartered in Arizona and my proposal/bid should be considered because _____

☒ I declare under penalty of perjury that my company will comply with the City Of Oakland **American with Disabilities Act** obligations.

Schedule D – (Ownership, Ethnicity and Gender) Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.

Part I - Ownership & Ethnicity of Prime: (Please check one and explain below)

- ☐ Self Employed, Name of Owner _____ ☒ Corporation, State of Incorporation California
☐ Partnership, General or Limited _____ Names of Partners _____
☐ Joint Venture, Names of Participants _____

Ownership Interests

All owners must be listed in this information

Ethnicity	African American	American Indian/Alaskan Native	Asian /Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners				1			
% Of Total Ownership				100%			
Women							
Joint Venture Ownership							

Part II - Certifications DBE, MBE, SLEB, L/SLBE etc.: Please list certification type, certification number and expiration date. Please attach a copy of the certification letter if available. N/A

Part III - Ethnicity and Gender of Employees:

Employment Category	Total Employees	Oakland Residents	Male					Female							
			African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other	African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other	
Project Management	7					4	2	1							
Professional															
Technical															
Clerical	2										1		1		
Trades	36	10	2		1	4	19								

Schedule K – (Pending Dispute Disclosure)

- Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? (Please circle one) **Yes** **No**
- If “Yes”, please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: _____
 Date: _____ Official(s), Staff person(s) involved: _____ Administering Department/Division: _____
 Issues: _____ (check) _____ Additional Disputes listed on Attachment _____

Schedule M – (Independent Contractor Questionnaire) – PART A: TO BE COMPLETED BY PROPOSED CONTRACTOR

SCHEDULE M IS NOT APPLICABLE The word contract refers to the agreement the City is contemplating entering into with you. NOTE: CORPORATIONS MUST PROVIDE THE CORPORATE FEDERAL TAXPAYER NUMBER IN THE SPACE ABOVE AND ATTACH A CALIFORNIA SECRETARY OF STATE BUSINESS REGISTRATION RECORD (FROM WEBSITE) SHOWING “ACTIVE” STATUS. CORPORATIONS ARE NOT REQUIRED TO COMPLETE THE REMAINDER OF THIS FORM, BUT A CORPORATE REPRESENTATIVE MUST SIGN.

1. Have you performed services for the City in any year(s) prior to 200 ? If yes, please indicate which years.	Yes	No
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction.		

3.	Will your services under the contract be performed on City property? If no, please describe where the services are to be performed.	Yes	No
4.	Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract		
5.	Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services.		
6.	Please provide the date on which you expect to complete your services under the contract (dd/mm/yy).		
7.	In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies.		
8.	If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		
9.	Other than the above-referenced supplies and equipment, do you anticipate incurring any un-reimbursable out-of-pocket expenses in the performance of the contract with the City? If yes, please describe.		
10.	Do you have federal and state employer identification numbers? If so, please provide these numbers.		
11.	Within the past two years have you performed the same type services (as called for in the contract) for any client or customer other than the City? If yes, please identify the client or customer and briefly describe the services performed.		
12.	Do you currently have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed.		
13.	In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy.		
14.	Do you have your own employees to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.)		
15.	Within the past two years have you been the employee of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed.		
16.	Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address.		
17.	With regard to the following, please indicate whether you have:		
	a. an existing business letterhead? (please attach)		
	b. an existing business phone number other than your home number? (please indicate # along with area code)		
	c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		
	d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		
18.	If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		
19.	Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency.		

20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self-employment purposes.	Yes	No
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PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION.

FOR CITY USE ONLY

Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor.

Date

City Attorney/Assistant City Attorney/Deputy City Attorney

Schedule N - (Living Wage - Declaration of Compliance) applicable to professional services contracts over \$25K only

SCHEDULE N IS NOT APPLICABLE

	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	
(2) How many of your permanent employees are paid above the Living Wage rate?	
(3) How many of your permanent employees are paid below the Living Wage rate?	
(4) Number of compensated days off per employee? (Refer to item "a" above)	
(5) Number of trainees in your company?	
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	

Schedule N-1 - (Equal Benefits - Declaration of Nondiscrimination)

Section A. Contractor Information

- (1) Are you an EBO certified firm (Please circle one) ☒ Yes ☐ No (if yes, please attached certificate and skip Schedule N-1)
- (2) Approximate Number of Employees in the U.S. 90 (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? (Please circle one) ☒ Yes ☐ No (4) Union name(s) Northern California Laborers and Operating Engineers

Section B. Compliance

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please circle one) **Yes** No
 (2) Does your company provide or offer access to any benefits to employees with domestic partners? (Please circle one) **Yes** No

Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health		X	X		X
Dental		X	X		X
Vision		X	X		X
Retirement (Pension, 401K, etc)		X	X		X
Bereavement		X	X		X
Family Leave		X	X		
Parental Leave		X	X		X See Attached Letter
Employee Assistance Program			X	X	X See Attached Letter
Relocation & Travel				X	
Company Discount, Facilities & Events		X	X		X
Credit Union		X	X		X
Child Care			X	X	
Other					

- (1) *CFAR is a City Financial Recipient.* (2) *Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry*

Schedule P – (Nuclear Free Zone - Ordinance 11474 C.M.S.)

- ☒ I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled "An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers", as provided on the City's website, see "footnote" below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.

- ☐ I declare that my company is NOT in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because


Schedule U – (Compliance Commitment Agreement)


- ☒ I have read the City of Oakland's Local/Small Local Business Enterprise Program (L/SLBE) and declare that I will achieve the 50% L/SLBE participation requirement as described in the L/SLBE program including 50% of the total trucking dollars to certified Oakland Local Truckers. If I fail to satisfy the proposed 50% L/SLBE participation requirement, I may be assessed a


penalty equal to 1 and ½ times the shortfall. The 25% Small Local Business Enterprise (SLBE) subcontracting requirement is waived for Oakland certified local businesses competing for **professional services** contracts as the prime consultant. *The L/SLBE Program is not applicable on Caltrans Federal Highway Administration (FHWA) funded DBE projects.*

As prime contractor for this project, I agree to use the City of Oakland's Labor Compliance Program tracker (LCP Tracker) to input ALL certified payroll reports including all tiers of subcontractors for this project. I acknowledge that invoice payments will not be released until and unless all certified payrolls are current. I agree to submit with the final payment request a completed "Exit Report and Affidavit form" located on the City's website (see the link below).

Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action. Initial: 

Oakland's Minimum Wage Law – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.) I certify that I have read Oakland's minimum wage law and I am in full compliance with all its provisions. Initial: 

Affirmative Action - I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Viet Nam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable. Initial: 

By signing and submitting this combined schedules form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.

Name of Individual: David DeSilva

Title: President

Signature: 

Date: 9/9/2016

PLEASE NOTE: Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website "Policies and Legislation" address <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

Schedule O

CAMPAIGN CONTRIBUTION REPORTING REQUIREMENTS

To be completed by City Representative prior to distribution to Contractor.

City Representative: Mastewal Cherinet Phone 5102384981 Project Spec No C427720
 Department: Public Works Contract Name: Citywide Preventive Maintenance Resurfacing

This is an ☒ Original ☐ Revised form (check one). If original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name Gallagher & Burk Inc. Phone (510) 261-0466
 Street Address 344 High Street City Oakland State CA Zip 94601

Type of Submission (check one) ☒ Bid ☐ Proposal ☐ Qualification ☐ Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name Oliver DeSilva Inc. dba Gallagher & Burk Inc. Phone (510) 261-0466
 Street Address 344 High Street City Oakland State CA Zip 94601

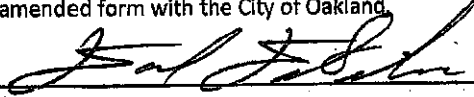
The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I /we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

 6/2/16
 Signature Date
David DeSilva President
 Print Name of Signer Position

To be completed by City of Oakland after completion of the form.

Date Received by City: _____ By: _____

Date Entered on Contractor Database: _____ By: _____

10/14/16 TO PEC Paul

By request, Contracts and Compliance can email an electronic copy of Schedule R to your firm or go to <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023389.pdf>

Prime Contractor: Gallagher & Burk Inc.



The contractor herewith must list all subcontractors and suppliers with values in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater and all trucking regardless of tier and dollar amount to be used on the project. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland. Provide the address, type of work, dollar amount and check all boxes that apply. Bidders that do not list all subcontractors and suppliers with values greater than one-half of one percent and all truckers regardless of tier and dollar amount shall be deemed non-responsive.

Project Name: Citywide Preventive Maintenance Resurfacing

[illegible]

*** Alternate (if applicable) - Please indicate in alternate box either 1, 2 or 3 and so on for alternate line items.

(Revised as of 2/27/2014)

**SCHEDULE R
SUBCONTRACTOR, SUPPLIER, TRUCKING LISTING FOR BASE BID**

By request, Contracts and Compliance can email an electronic copy of Schedule R to your firm or go to
http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023389.pdf

Date

6/2/16



Note:

The contractor herewith must list all subcontractors and suppliers with values in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater and all trucking regardless of tier and dollar amount to be used on the project. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland. Provide the address, type of work, dollar amount and check all boxes that apply. Bidders that do not list all subcontractors and suppliers with values greater than one-half of one percent and all truckers regardless of tier and dollar amount shall be deemed non-responsive.

Prime Contractor: Gallagher & Burk Inc.

Project No.: C427720

Project Name: Citywide Preventive Maintenance Resurfacing

Signature: See First Page For Signature

Contractor's License #	Type of Work	Company Name	Address and City	Phone Number	Dollar Amount	Supplier	Trucking	LBE	SLBE	VSLBE \ LPG	* Ethnicity	** Gender	*** Alternate #
981209	Adjust Iron	Johnson Construction Company	P.O. Box 6481, Concord, CA	925-957-9200	\$203,650						C	M	
1005314	Bonded Wearing Course and Related	Telfer Pavement Technologies, LLC	4522 Parker Ave, Bldg. 700, Ste 350 McClellan, Ca	925-228-1515	\$656,400						C	M	
736850	Minor Concrete	AJW Construction	966 81st Ave, Oakland, CA	510-568-2300	\$390,000				X		H	M	
848825 DD	Minor Concrete DD	Rosas Brothers Construction DD	4731 Coliseum Way, Oakland, CA DD	510-534-1077 DD					X DD		H-M		DD
315789	Crack Seal	Graham Contractors, Inc.	860 Lonus Street, San Jose, CA 95159	408-293-9516	\$33,600						NL	M	
746492 DD	Crack Seal DD	Bond Blacktop Asphalt DD	P.O. Box 616, Union City, CA 94587 DD	510-783-9909 DD							G-M		DD

Attach additional page(s) if necessary.

(LBE - Local Business Enterprise) (SLBE - Small Local Business Enterprise) (VSLBE - Very Small Local Business Enterprise) (LPG - Locally Produced Goods)

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.

* Ethnicity - (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

** Gender - (M = Male) (F = Female)

*** Alternate (if applicable) - Please indicate in alternate box either 1, 2 or 3 and so on for alternates line items.

(Revised as of 2/27/2014)

**SCHEDULE R
SUBCONTRACTOR, SUPPLIER, TRUCKING LISTING FOR BASE BID**

By request, Contracts and Compliance can email an electronic copy of Schedule R to your firm or go to
http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023389.pdf

Date

6/2/16



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Prime Contractor: Gallagher & Burk Inc.

Project No.: C427720

Project Name: Citywide Preventive Maintenance Resurfacing

Signature: See First Page For Signature

Contractor's License #	Type of Work	Company Name	Address and City	Phone Number	Dollar Amount	Supplier	Trucking	LBE	SLBE	VSLBE \ LPG	* Ethnicity	** Gender	*** Alternate #
374600	Roadside Signs	Chrisp Company	43650 Osgood Road, Fremont, CA	510-656-2840	\$31,970						C	M	
374600	Striping, Pavement Markers, Pavement Markings	Chrisp Company	43650 Osgood Road, Fremont, CA	510-656-2840	\$124,630						C	M	
N/A	Trucking (Partial)	All City Trucking, Inc. <i>Hauling for Telfer</i>	1941 Jackson Street #8, Oakland, CA	510-461-8287	<i>73,920</i>		X		X				
N/A	Trucking (Partial)	Monroe Trucking	1024 90th Avenue, Oakland, CA	510-632-0747	\$60,000		X	X			AA	M	
N/A	Trucking (Partial)	Double D. Transportation	11555 Dublin Blvd, Dublin, CA	925-829-9220	\$20,000		X				C	M	
N/A	Furnish Asphalt Concrete	Gallagher & Burk Materials	344 High Street, Oakland, CA	<i>510-261-0466</i> 510-261-0478	\$360,000	X	X	X			C	M	
N/A	Furnish Bonded Wearing Course	Gallagher & Burk Materials <i>For Telfer</i>	344 High Street, Oakland, CA	<i>510-261-0466</i> 510-261-0478	\$614,780	X		X			C	M	
N/A	Surveying	Cunha Engineering	P.O. Box 83, Pinole, CA	510-741-8290	\$74,600						C	M	

Attach additional page(s) if necessary.

(LBE - Local Business Enterprise) (SLBE - Small Local Business Enterprise) (VSLBE - Very Small Local Business Enterprise) (LPG - Locally Produced Goods)

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.

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(Revised as of 2/27/2014)