

Board Office Use: Legislative File Info.	
File ID Number	17-1235
Introduction Date	6-14-2017
Enactment Number	17-0811
Enactment Date	6/14/17



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools, Thriving Students

# Memo

**To** Board of Education CEM

**From** Devin Dillon, Superintendent and Secretary, Board of Education  
 By: Vernon Hal, Senior Business Officer VHA  
 Joe Dominguez, Deputy Chief, Facilities Planning and Management JD

**Board Meeting Date** June 14, 2017

**Subject** Amendment No. 1 Award of Bid Agreement - G & G Builders, Inc.- Crocker Highlands Play Matting Replacement Project

**Action Requested** Approval by the Board of Education of Amendment No. 1, for an Award of Bid Agreement between the District and G & G Builders, Inc., Livermore, CA, for the latter to provide installation of play structure and matting, in conjunction with Crocker Highlands Play Matting Project, to extend the ending date from May 30, 2017 to September 30, 2017. All remaining portions of the agreement shall remain in full force and effect.

**Discussion** Additional time is needed for completion and close out of the play structure project.

**LBP** (Local business participation percentage) 0.00%

**Recommendation** Approval by the Board of Education of Amendment No. 1, for an Award of Bid Agreement between the District and G & G Builders, Inc., Livermore, CA, for the latter to provide installation of play structure and matting, in conjunction with Crocker Highlands Play Matting Project, to extend the ending date from May 30, 2017 to September 30, 2017. All remaining portions of the agreement shall remain in full force and effect.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

- Amendment No. 1, including scope of work
- Certificate of Insurance
- Consultant Proposal



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

**Legislative File ID No.** \_\_\_\_\_

**Department:** Facilities Planning and Management

**Vendor Name:** G & G Builders Inc.

**Project Name:** Crocker Play Matting Replacement      **Project No.:** 16111

**Contract Term:** Intended Start: 3/23/2017      Intended End: 9/30/2017

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$0.00

**Approved by:** Tadashi Nakadegawa

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

**Local Business Policy?**       Yes (No if Unchecked)

**How was this Vendor selected?**

Contract was bidded as a CUPCCAA.

**Summarize the services this Vendor will be providing.**

Installation of playstructure and matting. Original contract included painting of existing playstructure and matting. PTA for Crocker Highlands purchased new playstructure for school. Scope revised to delete painting and installation of playstructure and matting. Time extension includes order and delivery of new playstructure.

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

If No, please answer the following:

1) How did you determine the price is competitive?

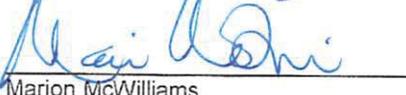
Comparison of bid results and past projects similar bid price.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
  - Special Services** contracts for financial, economic, accounting, legal or administrative services
  - CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
  - Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
  - Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
  - Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
  - Emergency** contracts
  - Technology** contracts
    - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
    - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
    - Western States Contracting Alliance Contracts (WSCA)
    - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
  - Piggyback" Contracts** with other governmental entities
  - Perishable Food**
  - Sole Source**
  - Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
  - Other, please provide specific exception**
- 3)  **Not Applicable - no exception - Project was competitively bid**



  
 \_\_\_\_\_  
 Joe Dominguez, Deputy Chief  
 Facilities, Planning and Management      Date

  
 \_\_\_\_\_  
 Marion McWilliams,  
 General Counsel, Facilities, Planning and Management      Date

5/23/17

**EXHIBIT "A" Scope of Work**

**Contractor Name: G & G Builders, Inc**

**Billing Rate:** \_\_\_\_\_ )

1. Description of Services to be Provided

Installation of play structure and matting. Original contract included painting of existing play structure and matting. PTA for Crocker Highlands purchased new play structure for school.

2. Specific Outcomes:

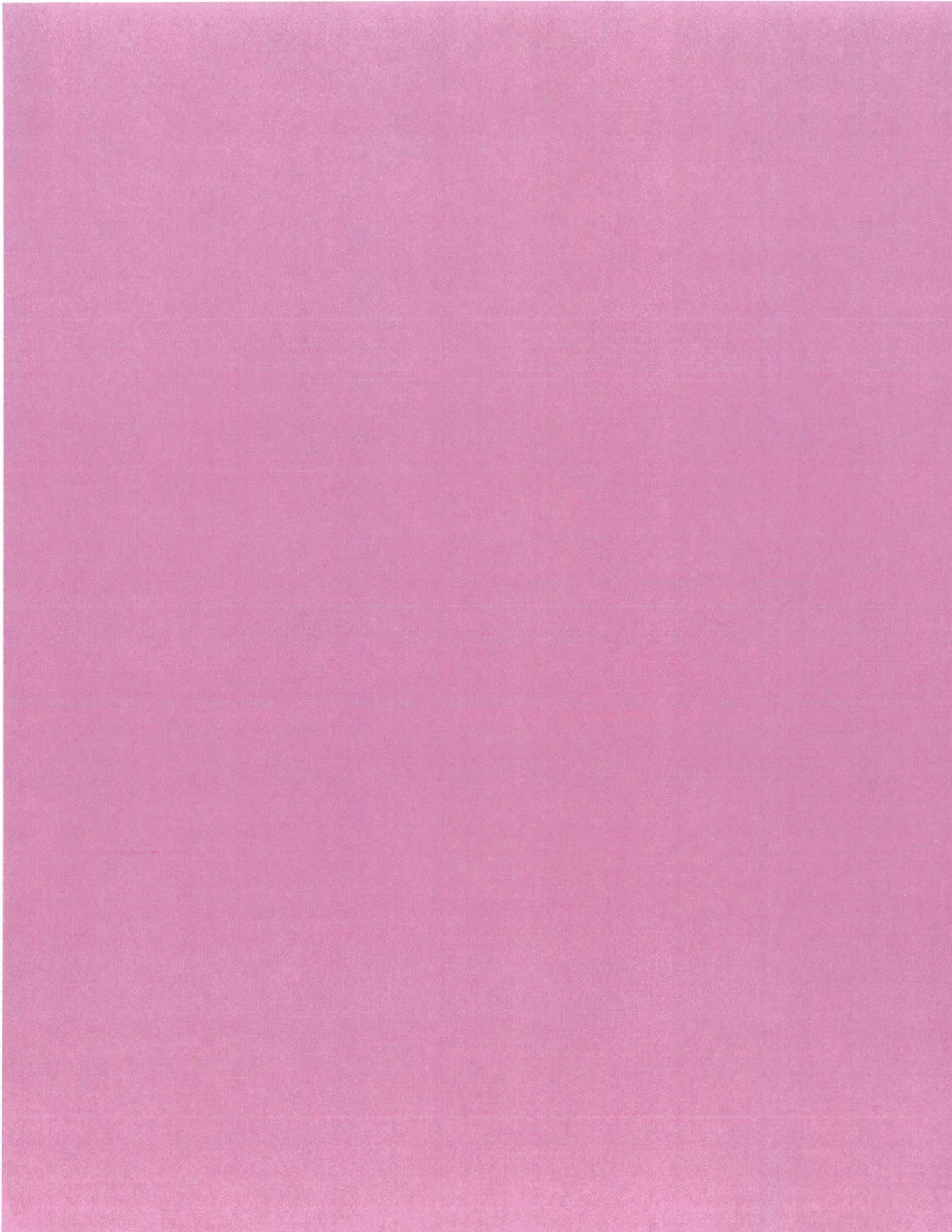
Create equitable opportunities for learning; and provide accountability for quality.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

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

\_\_\_\_\_  
 Susie Butler-Berkley  
 Contract Analyst



Board Office Use: Legislative File Info.	
File ID Number	17-0455
Introduction Date	3-22-2017
Enactment Number	
Enactment Date	



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools. Thriving Students

# Memo

**To** Board of Education

**From** Devin Dillon, Superintendent and Secretary, Board of Education  
By: Vernon Hal, Senior Business Officer, JEH  
Joe Dominguez, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** March 22, 2017

**Subject** Award of Bid Agreement- G & G Builders, Inc. - Crocker Highlands Play Matting Replacement Project

**Action Requested** Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1617 -0098, Award of Bid Agreement and Construction Contract on behalf of the District for the Crocker Highlands Play Matting Replacement Project to G & G Builders, Inc., Livermore, CA., in the amount of \$119,397.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: (60) Calendar Days, commencing March 23, 2017 and ending on May 30, 2017.

**Discussion** Buildings & Grounds identified the play structure is in need of replacement.

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

**Recommendation** Authorize the President and Secretary of the Board to enter into and execute Resolution No. 1617 -0098, Award of Bid Agreement and Construction Contract on behalf of the District for the Crocker Highlands Play Matting Replacement Project to G & G Builders, Inc., Livermore, CA., in the amount of \$119,397.00, as the lowest responsive, responsible bidder, and rejecting all other bids if any and authorizing the President and Secretary of the Board to enter into and execute an Agreement for same with the successful bidder. The Work will be conducted in one (1) phase. Contract Duration: (60) Calendar Days, commencing March 23, 2017 and ending on May 30, 2017.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

- Award of Bid including scope of work
- Certificate of Insurance
- Payment and Performance Bonds

2) Please check the competitive bid exception relied upon:

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

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

not entertain an early completion schedule by Contractor. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float.

4. **Completion-Extension Of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
  5. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to the District the following sum(s) ("Liquidated Damages"):
    - **Submittal of any item on approved Submittal Schedule:** One thousand dollars and no cents (\$1,000.00) per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed for each item on approved Submittal Schedule.
    - **Milestone No. 1:** One Thousand dollars and no cents (\$1,000.00) per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed in finishing the Work of Milestone No. 1
    - **Project Completion:** One thousand dollars and no cents (\$1,000.00) per day as Liquidated Damages for each and every day's delay beyond the Contract time to complete all the work.
- a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if the Contractor is late in completing two milestones and the entire Project, it will be forfeiting three separate Liquidated Damages amounts.
  - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
  - c. The District may deduct any portion of these liquidated damages from any money due or that may become due the Contractor under this Agreement. The Contractor's forfeit of liquidated damages to the District, and the District's right to retain those liquidated damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
  - d. Any amount of the Liquidated Damage(s) are automatically and without notice of any kind forfeited by Contractor upon the accrual of each day of delay. Neither the District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor the District's failure or delay in notifying Contractor of the forfeiture of Liquidated Damages, shall be deemed a waiver of the District's right to Liquidated Damages.
  - e. The Contractor and the Surety shall be liable for and pay to the District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by the District.
  - f. The Liquidated Damages shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work.

as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

One hundred twelve thousand, three hundred ninety-seven dollars and no cents

(\$112,397.00), (Base Contract Amount)

+ Seven thousand dollars

(\$7,000.00), (Contingency Allowance Amount)

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= One hundred nineteen thousand, three hundred ninety-seven dollars and no cents

(\$119,397.00), ("Contract Price")

- a. The above Allowances are within the Contract Price only to the extent Contractor has performed Work encompassed by the Allowance description, Contractor has appropriately invoiced for that Work, and the District has approved that invoice. The Contractor is permitted to invoice only for components of the Work encompassed by the Allowance description, in the identical structure as a Change Order. The unused portion of the each Allowance shall be retained by the District at the end of the Project.
- b. The Contract Price shall be paid in lawful money of the United States.
- c. The Contract Price shall be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

**15. Authority of Contractor's Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.

**16. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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

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

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**Susie Butler-Berkley**

**Contract Analyst**



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

**RESOLUTION NO. 1617-0098**

**AWARD OF BID AND CONTRACT FOR CONSTRUCTION SERVICES FOR THE  
CROCKER HIGHLANDS PLAY MATTING REPLACEMENT PROJECT**

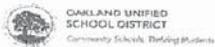
**WHEREAS**, the District has heretofore requested bids includes labor and materials for the removal of existing play structure matting and installation of new SofSurfaces playground tiles on the large play structure. Large play structure is to be painted as follows: Disassemble equipment, sand, prime and paint all posts and clamps, coat all decks with new rubber coating. Paint color shall be selected with the District. Re-install all equipment after painting, for the Crocker Play Matting Replacement Project for the Oakland Unified School District of Alameda County, California; and;

**WHEREAS**, one (1) bid was received via Division of Facilities Planning and Management in response to the said request as follows:

<b>Contractor:</b>	<b>Location</b>	<b>Bid Amount</b>
G & G Builders Inc.	Livermore, CA	\$119,397.00

and,

**WHEREAS**, the responsive bidder has either met the goals for the participation of minority, women and disabled veteran businesses or documented a "good-faith" effort to do so as required by the District Policy for such participation;



OAKLAND UNIFIED SCHOOL DISTRICT  
Community Schools. Enriching Students.

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**LOCAL BUSINESS PARTICIPATION WORKSHEET**

PRIME: **G&G Builders Inc.**

Project: Croker highland ES Play Matting Replacement

Project #:16111

Estimate: \$70,000

Date: Friday, October 28, 2016

Time: 2:00 pm

Project Mgr: Lee Sims

Architect:

LBU Credit Based on Policy:
0%

The LBU requirement was waived due to the specialty trade/materials required for this project. No bid discount was given for this bid.

Based Bid		\$	139,477.00
Verified Local Business Participation	0.0%	\$	-
Based Bid W/ LBP Discount		\$	139,477.00

	LBE	SLB	SLBR	COMMENTS:
Company: <b>G &amp; G Builders, Inc.</b>				1
Address: 4542 Contractors Place				2
City/State: Livermore, CA				3
Phone: (510)				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone: (510)				4
Company:				1
Address:				2
City/State: Oakland, CA				3
Phone: (510)				4

<b>TOTAL PARTICIPATION</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00% *</b>
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\* Total LBU % Proposed

*Shonda Keith*  
APPROVAL - LBU Compliance Officer

BID FORM

To: Governing Board of School Education / Oakland Unified School District ("District" or "Owner")

From: G&G BUILDERS, INC.  
(Proper Name of Bidder)

DIR 10 Digit Registration No: 1000013987

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of : Project No.: 16116

**PROJECT: Crocker Highlands Elementary School – Playstructure Matting Installation**

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

\*\*Any bid discounts for local business participation will be evaluated/calculated after the bid opening by the school district.

ONE-HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED SEVENTY SEVEN	Dollars	\$ <u>139,477.00</u>	<i>(see attached letter)</i>
BASE BID Amount			
Seven Thousand		\$7,000.00	
Contingency Allowance Amount			

ONE-HUNDRED FORTY SIX THOUSAND FOUR HUNDRED SEVENTY SEVEN	dollars	\$ <u>146,477.00</u>
TOTAL BID Amount		

Allowance(s). The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.



DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT

November 9, 2016

Mr. Gerard Callahan, President  
G & G Builders, Inc.  
4542 Contractors Place  
Livermore, California 94551

Re: **Oakland Unified School District  
PLAYSTRUCTURE MATTING**

NOTICE OF INTENT TO AWARD

Dear Mr. Callahan:

This letter shall serve as **Notice of Intent to Award** the Construction Contracts pending approval by the Board of Education, of your contracts with the Oakland Unified School District based on your bids submitted on **October 28, 2016** in the amounts noted below per site:

**Oakland Unified School District  
Crocker Highlands Elementary School-Playstructure Matting #16111      \$119,397.00**

Upon Board action, we will forward to your office the agreement and optional "Escrow Agreement in Lieu of Retention" forms for processing. Upon receipt, should you find these forms acceptable, please sign and return all copies to OUSD for execution.

In order to issue your contract and Notice to Proceed, the following documents need to be submitted **within seven (7) calendar days**, by **December 20, 2016** to: **Lee Sims**, Project Manager for this project, at Oakland Unified School District, 955 High Street, Oakland, CA 94601:

- a. Performance Bond (Admitted in California) with a penal sum of one hundred percent (100%) of the value of the total cost of the project.
- b. Payment Bond (Admitted in California) with a penal sum of one hundred percent (100%) of the value of the total cost of the project.
- c. Local contact for Surety, with name, phone number, and address to which legal notices may be sent.)
- d. Certificates of Insurance (Admitted in California) 
  - i. Public Liability Insurance, including Comprehensive General Liability Liability Insurance as outlined in the General Conditions.
  - ii. Worker's Compensation Insurance, as outlined in the General Conditions.
  - iii. Automobile Liability Insurance Policy as outlined in the General Conditions.
  - iv. Builders Risk Insurance
  - i.) and iii.) Name Oakland Unified School District and Project Manager as Additional Insured and reference the specific project on the certificates for items a. through d., listed above.
  - iv.) Name Oakland Unified School District as loss payee. All certificates must give thirty, (30) days notice to Oakland Unified School District of insurance policy cancellation or reduction in coverage.

**From:** Lee Sims [mailto:lee.sims@ousd.org]  
**Sent:** Thursday, November 10, 2016 8:57 AM  
**To:** Gerard Callahan <gcallahan@ggbuildersinc.com>; Jean-Luc Keita <jkeita@sgicm.com>; Mark Cavalli <mark.cavalli@ousd.org>  
**Cc:** Ryan Curry <rcurry@ggbuildersinc.com>  
**Subject:** Re: Crocker ES

Gerard: Thanks for the revised quote.

Please provide a detail description for the painting on the scope of work so I can include with the contract. Your estimate dated 10/25/16 of \$14,819.00 did not include the deck coating. I am assuming the current price quote does include the deck coating. Please confirm.

Revised contract would include:

- 1. Large playstructure Matting.....\$96,308.00
- 2. Painting of playstructure..... 16,089.00
- Subtotal.....\$112,397.00
- 3. Allowance.....,7,000.00
- Total: \$119,397.00

The allowance instructions on the bid form would still apply.

Lee Sims, Project Manager

510-535-7095

On Wed, Nov 9, 2016 at 2:21 PM, Gerard Callahan <gcallahan@ggbuildersinc.com> wrote:

Lee,

The new bid price without the rubber tile for the small structure is \$96,308.00. If you want to add the painting of the large structure that is \$16,089.00 which would make the new total \$112,397.00. This would be a deduct from the bid price by -\$34,080.00.

Let me know how you would prefer this typed up?

ISSUED IN DUPLICATE - ONE OF TWO ORIGINALS

DOCUMENT 00 61 14

Bond No. 1001067346

Premium: \$2,388.00

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

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

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

Crocker Highlands Elementary School - Playsructure Matting #16111 (Project Name)  
("Project" or "Contract")

which Contract dated November 9th, 2016, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and American Contractors Indemnity Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

One hundred nineteen thousand three hundred ninety seven & NO/100ths DOLLARS

(\$ 119,397.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

OAKLAND UNIFIED SCHOOL DISTRICT  
School Site(s): Crocker Highlands, Hillcrest &  
Lincoln  
Project Name: Play Structure Matting Installation  
Project No(s): 16111, 16113, 16115  
October 12, 2016

PERFORMANCE BOND  
DOCUMENT 00 61 14-1

## 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 Calaveras )

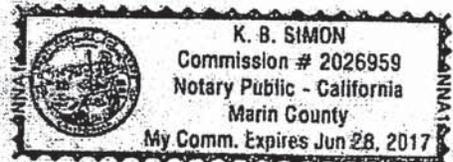
On December 12, 2016 before me, K. B. Simon, Notary Public  
(insert name and title of the officer)

personally appeared Jocelyn Y. Quirt  
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 *K B Simon* (Seal)



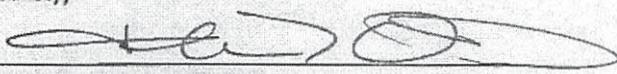
obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 12th day of December, 2016.

Principal

G & G Builders, Inc.  
(Name of Principal)  
  
(Signature of Person with Authority)  
GERARD CALAHAN  
(Print Name)

Surety

American Contractors Indemnity Company  
(Name of Surety)  
By:   
(Signature of Person with Authority)  
Jocelyn Y. Quirt, Attorney-in-Fact  
(Print Name)  
Blueprint Bonding Insurance Services  
(Name of California Agent of Surety)  
6085 Hogan Dam Road, Valley Springs, CA 95252  
(Address of California Agent of Surety)  
209-772-2110  
(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jocelyn Y. Quirt of Valley Springs, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*3,000,000.00\*\*).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

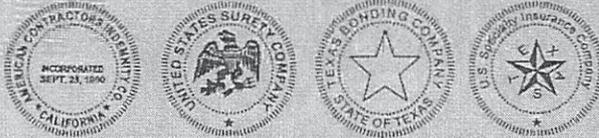
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By: [Signature] Daniel P. Aguilar, Vice President

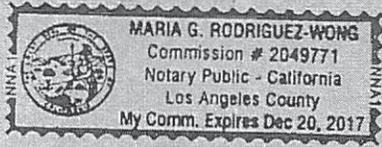
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 12th day of December, 2016.

Corporate Seals



[Signature] Michael Chalekson, Assistant Secretary

Bond No. 1001067346
Agency No. 2171

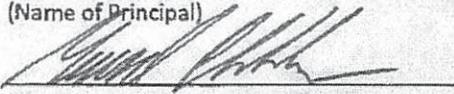
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension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

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

1610 Arden Way, Suite 145  
Sacramento, CA 95815  
**Attention:** Claims Department  
**Telephone No.:** ( 916 ) 568 - 7818  
**Fax No.:** ( 916 ) 568 - 7838  
**E-mail Address:** \_\_\_\_\_

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 12<sup>th</sup> day of December, 2016.

Principal

G & G Builders, Inc.  
(Name of Principal)  
  
(Signature of Person with Authority)  
GERARD CALAHAN  
(Print Name)

Surety

American Contractors Indemnity Company  
(Name of Surety)  
By:   
(Signature of Person with Authority)  
Jocelyn Y. Quirt, Attorney-in-Fact  
(Print Name)  
Blueprint Bonding Insurance Services  
(Name of California Agent of Surety)  
6085 Hogan Dam Road, Valley Springs, CA 95252  
(Address of California Agent of Surety)  
209-772-2110  
(Telephone Number of California Agent of Surety)

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

OAKLAND UNIFIED SCHOOL DISTRICT  
School Site(s): Crocker Highlands, Hillcrest & Lincoln  
Project Name: Play Structure Matting Installation  
Project No(s): 16111, 16113, 16115  
October 12, 2016

PERFORMANCE BOND  
DOCUMENT 00 61 14-2

ISSUED IN DUPLICATE - TWO OF TWO ORIGINALS

DOCUMENT 00 61 15

Bond No. 1001067346

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

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

**KNOW ALL PERSONS BY THESE PRESENTS:**

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

Crocker Highlands Elementary School - Playsnucture Matting #16111 (Project Name)  
(“Project” or “Contract”)

which Contract dated November 9th, 2016, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

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

One hundred nineteen thousand three hundred ninety seven & NO/100ths DOLLARS

(\$ 119,397.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its

**OAKLAND UNIFIED SCHOOL DISTRICT**  
School Site(s): **Crocker Highlands, Hillcrest & Lincoln**  
Project Name: **Play Structure Matting Installation**  
Project No(s): **16111, 16113, 16115**  
October 12, 2016

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

## 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 Calaveras )

On December 12, 2016 before me, K. B. Simon, Notary Public  
(insert name and title of the officer)

personally appeared Jocelyn Y. Quirt  
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.

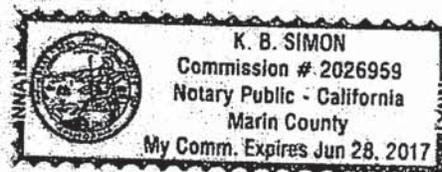
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

K B Simon

(Seal)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/9/2016

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

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

<b>PRODUCER License # 0504035</b> Pacific Diversified Insurance, Inc. 925-686-2860 200 Gregory Lane Bldg A Pleasant Hill, CA 94523	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> (925) 686-2860 <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: <b>First Mercury Insurance Co</b></td> <td>10657</td> </tr> <tr> <td>INSURER B: <b>West American Insurance Company</b></td> <td>44393</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>First Mercury Insurance Co</b>	10657	INSURER B: <b>West American Insurance Company</b>	44393	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															
<b>INSURED</b>  <b>G &amp; G Builders Inc</b> <b>4542 Contractors Place</b> <b>Livermore, CA 94551</b>															

**COVERAGES**      **CERTIFICATE NUMBER:**      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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: _____	X	X	WACGL000005634402	07/25/2016	07/25/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 <b>PER PROJECT AGG \$ 5,000,000</b>
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input 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  <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____	X	X	BAW56637643	07/25/2016	07/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____ EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Project #'s 16111, 16113, 16115, Play Structure Matting Installation - School Sites: Crocker Highlands, Hillcrest & Lincoln.

As required by written contract: Oakland Unified School District, its trustees, employees, agents, the State of California, Construction Manager(s), Project Manager(S), Inspector(s) and Architect(s) are Additional Insured with respects to General Liability per the attached form CG2033 04-13. Additional insured on Automobile Liability per the attached form CA8810 01-13, which includes Waiver of Subrogation. Waiver of Subrogation applies to General Liability per the attached form CG2404 05-09.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 955 High Street Oakland, CA 94601	<b>CANCELLATION</b>  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 
--	---

2. "Bodily injury" or "property damage" occurring after:

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

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; 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.

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

**2. EMPLOYEES AS INSURED**

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

**3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT**

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

**4. SUPPLEMENTARY PAYMENTS**

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations ) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**5. AMENDED FELLOW EMPLOYEE EXCLUSION**

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

**6. HIRED AUTO PHYSICAL DAMAGE**

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

**9. RENTAL REIMBURSEMENT**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

**10. EXTRA EXPENSE - BROADENED COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

**11. PERSONAL EFFECTS COVERAGE**

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

**12. ACCIDENTAL AIRBAG DEPLOYMENT**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

**13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

**15. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

**17. TWO OR MORE DEDUCTIBLES**

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

**SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:**

**18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV-BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

**19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
  - 1. You, if you are an individual;
  - 2. A partner, if you are a partnership;
  - 3. Member, if you are a limited liability company;
  - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

## 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 by written contract or agreement entered into before loss.

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.

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC: # \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY OnPoint Underwriting Inc.		NAMED INSURED Barrett Business Services, Inc. 8100 NE Parkway, Suite 200 Vancouver WA 98662	
POLICY NUMBER RWC C4882433A		EFFECTIVE DATE: 10/01/16	
CARRIER ACE American Insurance Company	NAIC CODE 22667		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25      FORM TITLE: Certificate of Liability (01/14)

CERTIFICATE HOLDER: Contractors State License Board

ADDRESS: P.O. Box 26000 Sacramento, CA 95821

CSLB # 750759



### DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

#### Project Information

Project Name	Crocker Highlands Play Matting Project	Site	111
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#### Basic Directions

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

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

Contractor Name	G & G Builders, Inc.	Agency's Contact	Gerard Callahan	
OUSD Vendor ID #	F023792	Title	Project Manager	
Street Address	4542 Contractors Place	City	Livermore	
Telephone	925-846-9023	State	CA	
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Zip	94551
OUSD Project #	16111			

#### Term

Date Work Will Begin	3-23-2017	Date Work Will End By (not more than 5 years from start date)	9-30-2017
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#### Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$ -0-
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

#### Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9450	Fund 21, Measure J	1119905892	6274	\$ -0-

#### Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management	Signature	Date Approved: 5/12/2017		
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved: 5/23/2017		
3.	Deputy Chief, Facilities Planning and Management	Signature	Date Approved:		
4.	Senior Business Officer, Board of Education	Signature	Date Approved:		
5.	President, Board of Education	Signature	Date Approved:		