

Board Office Use: Legislative File Info.	
File ID Number	13-0529
Committee	Facilities
Introduction Date	3-13-2013
Enactment Number	13-0587
Enactment Date	3/27/13



OAKLAND UNIFIED SCHOOL DISTRICT

Quality • Equity • Access

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
 Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date March 13, 2013

Subject Amendment No. 3, Lease Agreement - Gary Doupnik Manufacturing -Montclair New Classroom Building / Portables Project

Action Requested Approval by the Board of Education of Amendment No. 3, Lease Agreement with Gary Doupnik Manufacturing for Portable Services on behalf of the District at Montclair New Classroom Building/Portables, in an amount not-to exceed \$6,280.00 increasing previous contract amount from \$160,382.00 to a not to exceed amount of \$166,662.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background With a new school being built on the Montclair campus including enough restrooms this District owned temporary restroom portable will no longer be needed at the end of this school year after the opening of the new school.

Local Business Participation Percentage 0.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

Approval by the Board of Education of Amendment No. 3, Lease Agreement with Gary Douppnik Manufacturing for Portable Services on behalf of the District at Montclair New Classroom Building/Portables, in an amount not-to exceed \$6,280.00 increasing previous contract amount from \$160,382.00 to a not to exceed amount of \$166,662.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

- Independent Contractors Agreement including scope of work



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

2013 FEB 13 A 11:15
 FACILITIES PLANNING
 AND MANAGEMENT

AMENDMENT NO. 3 TO LEASE AGREEMENT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Gary Douppnik Manufacturing Inc. (Consultant). OUSD entered into an Agreement with CONTRACTOR for services on December 8, 2010, and the parties agree to amend that Agreement as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to return one (1) District owned restroom portable to Douppnik's yard for storage for one year from Montclair School's playground. If this restroom is needed at another school rather than going into storage between now and the end of the 2013 school year this agreement will be null and void and a relocation quote from Gary Douppnik will be issued under the school project the restroom is delivered to.</u></p>			
<hr/>			
<p>2. Terms (duration): <input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u>. <input type="checkbox"/> The term of the contract has <u>changed</u>.</p> <p>If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.</p>			
<hr/>			
<p>3. Compensation: <input type="checkbox"/> The contract price is <u>unchanged</u>. <input checked="" type="checkbox"/> The contract price has <u>changed</u>.</p> <p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"> <input checked="" type="checkbox"/> Increase of \$6,280.00 to original contract amount <input type="checkbox"/> Decrease of \$ _____ to original contract amount </p> <p>and the new contract total is <u>One hundred sixty-six thousand, six hundred sixty-two dollars and no cents (\$166,662.00)</u></p>			

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

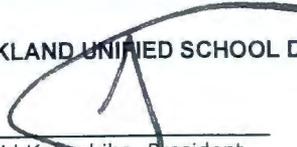
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	3-23-2011	The scope of the project is to lease and install one (1) portable 24'x40' restroom. The lease includes delivery and installation on standard pressure treated wood foundations; zero clearance ramp for standard threshold; perimeter skirting of buildings; Division of State Architect (DSA) plans and calculations; Back boxes and conduit in walls for future fire alarm system installed by Owner (does not include any conduit or back boxes in the attic space); Prevailing Wages for installation of building. The site installation for the portable will start on June 14, 2009.	\$70,002.00
2	9-27-2011	The scope of the project is to furnish and install 2 sets of (2), 10 foot switch-back ramps and landings.	\$8,710.00

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

Amendment to Professional Services Contract

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR


David Kakashiba, President,
Board of Education

3/28/13
Date

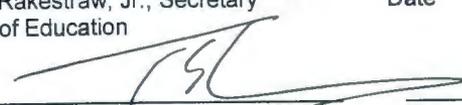

Contractor Signature

2-10-13
Date


Edgar Rakestraw, Jr., Secretary
Board of Education

3/28/13
Date

Shoni Doupik, President
Print Name, Title


Timothy White, Associate Superintendent
Facilities, Planning and Management

Date

File ID Number: 13-0529
Introduction Date: 3/27/13
Enactment Number: 13-0587
Enactment Date: 3/27/13
By: OA

EXHIBIT "A" Scope of Work

Contractor Name: Gary Doupnik Manufacturing

Billing Rate: Six thousand, two hundred eighty dollars and no cents (\$6,280.00)

1. Description of Services to be Provided

The scope of the project is to return one (1) District owned restroom portable to Doupnik's yard for storage for one year from Montclair School's playground. If this restroom is needed at another school rather than going into storage between now and the end of the 2013 school year this agreement will be null and void and a relocation quote from Gary Doupnik will be issued under the school project the restroom is delivered to.

2. Specific Outcomes:

Provide safe and healthy restrooms for the students at Monclair New Classroom Building.

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 checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do.

Susie Butler Berkley 2-15-2013
Susie Butler-Berkley
Contract Analyst



2013 Holidays

The most common (Federal) holidays of the United States (USA) in 2013 are listed below.

Date		Holiday	Number of days to go
January 1	Tuesday	New Year's Day 2013	-
January 21	Monday	Martin Luther King Day 2013	-
January 24	Thursday	Belly Laugh Day 2013	-
February 2	Saturday	Groundhog Day 2013	-
February 12	Tuesday	Lincoln's Birthday 2013	5
February 12	Tuesday	Mardi Gras Carnival (New Orleans) 2013	5
February 14	Thursday	Valentine's Day 2013	7
February 18	Monday	Presidents Day and Washington's Birthday 2013	11
March 10	Sunday	Daylight Saving (Start) 2013	31
March 17	Sunday	St. Patrick's Day 2013	38
March 29	Friday	Good Friday 2013	50
March 31	Sunday	Easter 2013	52
April 1	Monday	April Fool's Day 2013	53
April 1	Monday	Easter Monday 2013	53
April 22	Monday	Earth Day 2013	74
May 5	Sunday	Cinco de Mayo 2013	87
May 12	Sunday	Mother's Day 2013	94
May 18	Saturday	Armed Forces Day 2013	100
May 19	Sunday	Pentecost 2013	101
May 20	Monday	Pentecost Monday 2013	102
May 27	Monday	Memorial Day 2013	109
June 14	Friday	Flag Day 2013	127
June 16	Sunday	Father's Day 2013	129
July 4	Thursday	Independence Day 2013	147
July 28	Sunday	Parents' Day 2013	171
September 2	Monday	Labor Day 2013	207
September 8	Sunday	Grandparents' Day 2013	213
September 11	Wednesday	Patriot Day or September 11th 2013	216
September 16	Monday	Stepfamily Day 2013	221
September 17	Tuesday	Citizenship Day 2013	222
September 27	Friday	Native American Day 2013	232
October 14	Monday	Columbus Day 2013	249
October 16	Wednesday	Boss's Day 2013	251
October 19	Saturday	Sweetest Day 2013	254
October 31	Thursday	Halloween 2013	266
November 3	Sunday	Daylight Saving (End) 2013	269
November 11	Monday	Veterans' Day 2013	277
November 28	Thursday	Thanksgiving 2013	294
November 29	Friday	Black Friday 2013	295
December 2	Monday	Cyber Monday 2013	298
December 7	Saturday	Pearl Harbor Remembrance Day 2013	303
December 25	Wednesday	Christmas Day 2013	321
December 31	Tuesday	New Year's Eve 2013	327

[2012 Holidays](#)

[2014 Holidays](#)

[2013 Calendar](#)[2013 Calendar](#)[2013 Month calendar](#)

209.388

600.580

44.251

See more holidays in other years, click on one of the links below or view the 2013 calendar.

[2013 Holidays](#) • [2014 Holidays](#) • [2015 Holidays](#) • [2016 Holidays](#)

See also the [2013 Calendar](#).

Board Office Use: Legislative File Info.	
File ID Number	11-2453
Committee	Facilities
Introduction Date	9-20-2011
Enactment Number	11-2105
Enactment Date	9/27/11



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Inspiring Students.

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date September 27, 2011

Subject Amendment No. 2, Lease Agreement - Gary Doupnik Manufacturing - Montclair New Classroom Building Project

Action Requested Approval by the Board of Education of Amendment No. 2, Professional Services Facilities Contract with Gary Doupnik Manufacturing for Lease Services on behalf of the District at Montclair New Classroom Building Project, in an amount not to exceed \$8,710.00 increasing previous contract amount from \$151,672.00 to a not to exceed amount of \$160,382.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Doupnik was issued Amendment No. 1 which incorporated the ramp changes as mandated by Division of State Architect; however, Doupnik did not include the set of switch-back ramps and landing in their previous quote.

Local Business Participation Percentage 0.00% (Sole Source)

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

Approval by the Board of Education of Amendment No. 2, Professional Services Facilities Contract with Gary Doupnik Manufacturing for Lease Services on behalf of the District at Montclair New Classroom Building Project, in an amount not-to exceed \$8,710.00 increasing previous contract amount from \$151,672.00 to a not to exceed amount of \$160,382.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding source for this project is GO Bond-Measure B.

Attachments

- Professional Services Contract including scope of work

Key Code:

1439901811-6274

AMENDMENT NO. 2 TO LEASE AGREEMENT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Gary Doupnik Manufacturing**. OUSD entered into an Agreement with CONTRACTOR for services on **June 11, 2009**, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>		
The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to furnish and install 2 sets of (2) 10 foot switch-back ramps and landings.</u>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
If the compensation is changed: The contract price is amended by		
<input checked="" type="checkbox"/> Increase of \$8,710.00 to original contract amount		
<input type="checkbox"/> Decrease of \$_____ to original contract amount		
and the new contract total is One hundred sixty thousand, three hundred eighty-two dollars (\$160,382.00)		

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History:

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	3-23-2011	The scope of the project is to lease and install one (1) portable 24'x40' restroom. The lease includes delivery and installation on standard pressure treated wood foundations; zero clearance ramp for standard threshold; perimeter skirting of buildings; Division of State Architect (DSA) plans and calculations; Back boxes and conduit in walls for future fire alarm system installed by Owner (does not include any conduit or back boxes in the attic space); Prevailing Wages for installation of building. The site installation for the portable will start on June 14, 2009.	\$70,002.00

STREET 94601

AUG 29 7 58 AM

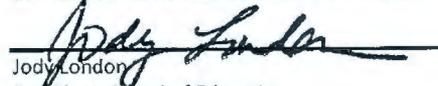
PLANNING DEPARTMENT

AUG 26 9 55 AM

PLANNING AND MANAGEMENT

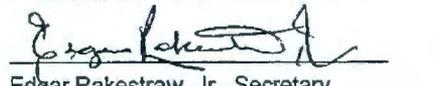
6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT



Jody London
President, Board of Education

9/29/11
Date



Edgar Rakestraw, Jr., Secretary
Board of Education

9/29/11
Date



Timothy White, Assistant Superintendent
Facilities, Planning and Management

Date

CONTRACTOR



Contractor Signature

8-25-11
Date

Sherrie Douplik
Print Name, Title

8/25/11
Date

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement.

SCOPE OF WORK

Contractor Name: Gary Douplik Manufacturing

Billing Rate: Eight thousand, seven hundred ten dollars and no cents (\$8,710.00)

Description of Services to be Provided

- 1. Goals or Objectives**
Provide switch-back ramps
 - 2. Description of Services to be Provided**
The scope of the project is to furnish and install 2 sets of (2) 10 foot switch-back ramps and landings, which were left out of the previous amendment.
 - 3. Deliverables**
Ramps and landings
-



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/1/2011

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).

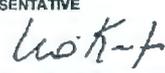
PRODUCER InterWest Insurance Services License #0B01094 3636 American River Dr. Sacramento CA 95864	CONTACT NAME: PHONE (A/C, No, Ext): 916-609-8421	FAX (A/C, No): 916-979-7568
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: (GARYD-1)	
INSURED Gary Doupnik Manufacturing Inc P.O. Box 527 Loomis CA 95650	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nat'l Fire Ins Co of Hartford	NAIC # 20478
	INSURER B: Insurance Co. of the West	27847
	INSURER C: Valley Forge Insurance Co	20508
	INSURER D: Liberty Mutual Ins Company	23043
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 809595008 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y		C2088964016	3/1/2011	3/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	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			C2088964100	3/1/2011	3/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000			EXCSF1365701	3/1/2011	3/1/2012	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) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WSA500160002	6/1/2011	6/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Montclair Elementary School New Classroom Building Project, Oakland, CA. Additional Insured status applies to requested entities if required by written contract per the attached endorsement(s): Oakland Unified School District its directors, officers, employees, agents and representatives.

CERTIFICATE HOLDER Oakland Unified School District 955 High Street Oakland CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Board Office Use: Legislative File Info.	
File ID Number	11-0511
Committee	Facilities
Introduction Date	4-5-11
Enactment Number	11-0604
Enactment Date	4-13-11



OAKLAND UNIFIED
SCHOOL DISTRICT

Community • Growth • Progress

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date March 23, 2011

Subject Amendment No. 1, Lease Agreement - Gary Douppnik Manufacturing - Montclair New Classroom Building Project

Action Requested Approval by the Board of Education of Amendment No. 1, Lease Agreement with Gary Douppnik Manufacturing for Construction Services on behalf of the District at Montclair New Classroom Building Project, in an amount not-to exceed \$17,500.00, increasing previous contract amount from \$134,172.00 to a not to exceed amount of \$151,672.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Division of State Architect rejected the plan to relocate the four (4) existing portables due to the close proximity to building D. Spacing between portables render the existing ramps useless.

Local Business Participation Percentage 0.00% (Sole Source)

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

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Delivers. Making Students

planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

Approval by the Board of Education of Amendment No. 1, Lease Agreement with Gary Douplik Manufacturing for Construction Services on behalf of the District at Montclair New Classroom Building Project, in an amount not-to exceed \$17,500.00, increasing previous contract amount from \$134,172.00 to a not to exceed amount of \$151,672.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding source for this project is General Obligation Bond-Measure B.

Attachments

- Professional Services Contract including scope of work

Key Code:

1439901811-6274



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Gary Doupnik Manufacturing. OUSD entered into an Agreement with CONTRACTOR for services on **April 1, 2011**, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to furnish and install new ramps to meet Division of State Architect plan review comments.</u></p>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$17,500.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$_____ to original contract amount</p> <p>and the new contract total is One hundred fifty-one thousand, six hundred seventy-two dollars and no cents (\$151, 672.00)</p>		

- 4. Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.
- 5. Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Gary Yee
Gary Yee, President, Board of Education

4/14/11
Date

Gary Doupnik
Contractor Signature

2/15/11
Date

Edgar Rakestraw, Jr.
Edgar Rakestraw, Jr., Secretary
Board of Education

4/14/11
Date

SHARLE DOUPNIK, PRESIDENT
Print Name, Title

Timothy White
Timothy White, Assistant Superintendent
Facilities, Planning and Management

10/26/11
Date

31 0 11

PLANNING
DEPARTMENT

LEGISLATIVE FILE

File ID Number 11-0511
Introduction Date 4-5-11
Enactment Number 11-0604
Enactment Date 4-13-11

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement.

SCOPE OF WORK

Contractor Name: Gary Doupnik Manufacturing

Billing Rate: Seventeen thousand, five hundred dollars and no cents (\$17,500.00)

Description of Services to be Provided

_____ will provide a maximum of _____ hours of services at a rate of \$_____ per hour for a total not to exceed \$_____.

1. **Goals or Objectives**
Install ramps
2. **Description of Services to be Provided**
The scope of the project is to furnish and install new ramps to meet Division of State Architects plan review comments.
3. **Deliverables**
Ramp installation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2011

PRODUCER Phone: 916-609-9421 Fax: 916-979-7992

InterWest Insurance Services (GARYD-1)

License #0B01094

3636 American River Dr.

Sacramento CA 95864

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Gary Doupnik Manufacturing Inc

P.O. Box 527

Loomis CA 95650

INSURER A Nat'l Fire Ins Co of Hartford 20478

INSURER B Transportation Ins Company 20494

INSURER C Insurance Co. of the West 27847

INSURER D Valley Forge Insurance Co 20508

INSURER E

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	C2088964016	3/1/2010	3/1/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D	<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 <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	C2088964100	3/1/2010	3/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
B	<input checked="" type="checkbox"/> EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	C2088964064	3/1/2010	3/1/2011	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	WSA500160001	6/1/2010	6/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Montclair Elementary School New Classroom Building Project, Oakland, CA. Additional Insured status applies to requested entities if required by written contract per the attached endorsement(s): Oakland Unified School District its directors, officers, employees, agents and representatives.

CERTIFICATE HOLDER

Oakland Unified School District
 955 High Street
 Oakland CA 94601

CANCELLATION *10 Days notice for non-payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Board Office Use: Legislative File Info.	
File ID Number	11-0159
Committee	Facilities
Introduction Date	3-1-2011
Enactment Number	11-0408
Enactment Date	3-9-11 <i>JS</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

CON. UN. TO. DIST. OF CALIF.

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date March 9, 2011

Subject Lease and Installation Agreement - Gary Douppnik Manufacturing - Montclair
New Classroom Building Project

Action Requested Approval by the Board of Education of a Lease and Installation Agreement with Gary Douppnik Manufacturing for Temporary Housing on behalf of the District at Montclair New Classroom Building Project, in an amount not-to exceed \$134,172.00. The term of this Agreement shall commence on April 1, 2011 and shall conclude no later than December 31, 2013.

Background Contract includes \$8,500.00 budget for any modifications to the existing ramps as well as any cabinets that cross the mod line, which will need to be removed and reinstalled after portables are relocated. Contract also includes \$8,000.00 budget for skirting, forklift and/or crane, if not accessible to pad.

Local Business Participation Percentage 0.00% (Sole Source)

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

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



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Inspiring Students

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

Recommendation

Approval by the Board of Education of a Lease and Installation Agreement with Gary Doupnik Manufacturing for Temporary Housing on behalf of the District at Montclair New Classroom Building Project, in an amount not-to exceed \$134,172.00. The term of this Agreement shall commence on April 1, 2011 and shall conclude no later than December 31, 2013.

Fiscal Impact

The funding source for this project is General Obligation Bond-Measure B.

Attachments

- Professional Services Contract including scope of work

Key Code:

1439901811-6270

AGREEMENT FOR THE LEASE OF PORTABLE BUILDINGS FROM GARY DOUPNIK
MANUFACTURING, INC. TO THE OAKLAND UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is made as of the 8th day of December, 2010 by and between Gary Douppnik Manufacturing, Inc. whose local place of business is at 3237 Ripey Road Loomis, CA 95650 hereinafter called "LESSOR" or Gary Douppnik Manufacturing, Inc., and the Oakland Unified School District, hereinafter referred to as "DISTRICT", acting under and by virtue of the authority vested in DISTRICT by the laws of the State of California.

LEASE/SUPPLY & INSTALLATION OF TEMPORARY PORTABLE BUILDINGS for

Montclair New Classroom Building/New Classroom Portables Project
At
Montclair Elementary School
Oakland, CA

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, LESSOR and DISTRICT agree as follows:

Article I. Scope of Work

- 1.1 Gary Douppnik Manufacturing, Inc. shall supply and install two (2) 24'x40' portable classrooms at Montclair Elementary School and for the duration of thirty-three months (33) including the cabinets & coat hooks, underlayment & tile, sink, mini blinds and window guards. The contract also includes the relocating 5 existing portables on site to a new permanent location across playground.
- 1.2 Gary Douppnik Manufacturing, Inc. shall provide all permits necessary for the delivery of the portables to the sites. DISTRICT shall provide all permits for the installation, assembly and occupancy of the portables.
- 1.3 LESSOR shall provide portables that meet or exceed the requirements of the State of California, Department of Housing Code.

Article II. Architect/Engineer

- 2.1 The Project has been designed by and specifications furnished by Gould, Evans, Baum Thornley Architects who shall have the rights assigned to Architect/Engineer ("A/E") in the Lease Agreement Documents.
- 2.2 DISTRICT will designate a Project Manager to assume all duties and responsibilities and have the rights and authorities assigned to the Project Manager in the Lease Agreement Documents in connection with completion of Work in accordance with Lease Agreement Documents.

Article III. Performance of Work

- 3.1 Work shall commence immediately upon Gary Doupnik Manufacturing, Inc.'s acceptance and receipt of this Agreement from District. Any delay in Gary Doupnik Manufacturing, Inc.'s delivery of the portables is excused only for delays in delivery due to fire, flood, windstorm, riot, civil disobedience, strike, Acts of God, or other circumstance beyond Gary Doupnik Manufacturing, Inc.'s reasonable control, which Gary Doupnik Manufacturing, Inc. could not anticipate, which shall prevent the making of deliveries in the normal course of business. Gary Doupnik Manufacturing, Inc. is not otherwise excused for delay in delivery of the portables. With respect to work performed on DISTRICT property, DISTRICT agrees and acknowledges that its' Contractor that performed and/ or will be performing a work of construction at the work site is responsible for providing traffic control, access to the work site and a safe work environment -Where no Lease Agreement for construction is underway, DISTRICT is required to provide necessary traffic control, access to the work site and a safe work environment.

Article IV. Lease Agreement Time

- 4.1 The Work will be completed as follows:
The Work will be conducted in one (1) phase Lease Agreement Duration: commencing April 1, 2011 and ending on December 31, 2013.

Article V. Lease Agreement Sum

- 5.1 DISTRICT shall pay Gary Doupnik Manufacturing, Inc. the Lease Agreement Sum for completion of Work in accordance with Lease Agreement Documents. The Lease Agreement Sum is One hundred thirty-four thousand, one hundred seventy-two dollars and no cents.

Lease for 33 months	\$33,000.00
One time cost for the options (cabinets, coat hooks, underlayment and tile, sink, mini blinds and window guards)	\$23,350.00
Delivery and Installation	\$10,000.00
Removal	\$ 7,600.00
Delivery and Installation	\$ 8,000.00
Relocation of 5 existing classrooms	\$ 42,000.00
Modify or replace existing ramps on Time and Material	\$ 8,500.00
Bonding	\$ 1,722.00
Total:	\$134,172.00

- 5.2. The parties understand and agree that this Lease Agreement has been prepared with the input and review of LESSOR and DISTRICT in order to memorialize a lease arrangement pursuant to which LESSOR has provided modular buildings to DISTRICT for DISTRICT'S use. In compensation for said use, LESSOR shall be due the Lease

Agreement sum identified in section 5.1 of this Lease Agreement and, from the date of the execution of this Lease Agreement, said compensation shall be paid as a monthly rental fee and shall be paid monthly, on the first day of the first month, and said rent shall be the sum of \$500.00 per month or a proration thereof, at a cost of 1/30 of the total monthly rent for each day during the term of this Lease. All rent shall be paid to LESSOR at the address to which notices to LESSOR are given. Commencing on the date of execution of this agreement, LESSEE shall pay a charge or ten percent (10%) per annum on rental payments due under this Lease Agreement that are thirty (30) days or more past due.

Article VI. Lease Term

- 6.1 The duration of the Lease term for each portable unit at Montclair Elementary School will be from April 1, 2011 and ending on December 31, 2013. Project Schedule for the portables where the site plans have been completed and delivered to Gary Doupnik Manufacturing, Inc. and the date of delivery has been designated mutually determined by DISTRICT. For those portables where the site plan has not been completed and delivered to Gary Doupnik Manufacturing, Inc. the duration of the Lease Term will begin upon delivery of the site plans to Gary Doupnik Manufacturing, Inc. and installation of the portable at the DISTRICT site by Gary Doupnik Manufacturing, Inc.. Said term shall be referred to as the "Lease Term",

The term of this Lease shall include the partial month, if any, immediately preceding the first full calendar month of this year, unless terminated in accordance with the terms set forth herein.

- 6.2 The Lease Term for each portable at each school site shall be automatically extended month to month, provided that DISTRICT is not in default of the provisions of the Lease Agreement. Said month to month lease extension shall continue until such time that the DISTRICT provides thirty (30) days written notice to Gary Doupnik Manufacturing, Inc. that said month-to-month extension shall be terminated. However, the total term of the lease, including any lease extension shall not extend beyond a period of Thirty-three months (33) without the authorization of the DISTRICT Timothy White. DISTRICT's written notification of termination of the month-to-month extension of the Lease Term shall specify the school site at which the extended term is applicable and shall only be applicable to that specific site listed. In the event that the Lease Term is extended, the compensation for rental at each separate portable at Montclair Elementary School shall be paid on a monthly basis and shall be less than or equal to the monthly rental fee for each said school site, as invoiced by Gary Doupnik Manufacturing, Inc.

Article VII. Compensation

- 7.1 DISTRICT shall pay Gary Doupnik Manufacturing, Inc. the Lease Agreement sum for completion of Work and for rental of the portable buildings for the initial Lease Term and any mutually agreed upon revisions that may pertain to the additional site work to be determined. The Lease Agreement Sum shall be one hundred thirty-four thousand, one hundred seventy-two dollars and no cents (\$134,172.00), which sum

sum is the total and complete rental fee for the initial Lease Term for the portable buildings at Montclair Elementary School and is inclusive of all other labor, materials, site work, access, fees, taxes, costs and expenses and other related charges for performance of the Work listed in this Agreement as amended. Notwithstanding the foregoing, the cost of removal of the portables may be modified, upon mutual agreement by the parties, due to unknown or changed conditions.

Article VIII. Lease Agreement Documents

- 8.1 The Lease Agreement Documents which comprise the entire agreement between DISTRICT and LESSOR concerning the Work consist of this Agreement and shall not be modified except by written agreement between the parties

Article IX. District Approval of Work

- 9.1 The DISTRICT shall have the right, but not the obligation, to direct and supervise LESSOR'S work. DISTRICT shall have the power to reject any material furnished or work performed under the Agreement which does not conform to the terms and conditions set forth in the contract documents.

Article X. Prevailing Wages

- 10.1 If the work to be performed under this Agreement is a public work of improvement, the CONTRACTOR shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with said Section 1775, the CONTRACTOR shall forfeit as a penalty to the DISTRICT \$25 for each calendar day or portion thereof for each workman paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar date or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by CONTRACTOR.
- 10.2 Pursuant to the provisions of Section 1773 of the Labor Code, the DISTRICT has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing rates are on file at the DISTRICT Office and are available to any interested party on request. Such wage rates must be prominently posted at the construction site.

Article XI. Inspection of Work/Defective or Damaged Work

- 11.1 DISTRICT shall inspect the materials, equipment and work provided by Gary Douplik Manufacturing, Inc. within seven (7) working days of delivery and inform in writing of any defects or damage in said work or materials. Any equipment found to be damaged or

or defective at the time of delivery shall be repaired, replaced or corrected by Gary Douppnik Manufacturing, Inc. hereunder without additional cost to DISTRICT, unless the damage was caused by DISTRICT, its' agents, employees or Contractors. Equipment shall be returned to Gary Douppnik Manufacturing, Inc. in the same condition as it was delivered less any normal wear and tear.

- 11.2 Gary Douppnik Manufacturing, Inc. shall repair or replace any damaged or defective work, materials or equipment within ten (10) working days of notice by DISTRICT to repair, replace or correct such work, materials or equipment found to be damaged or defective at the time of delivery, then DISTRICT shall, upon written notice to Gary Douppnik Manufacturing, Inc., have the authority to deduct the cost there from any compensation due or to become due to Gary Douppnik Manufacturing, Inc.. Nothing in this section shall limit or restrict the provisions regarding warranty of fitness set forth in this Agreement.

Article XII. Warranty

- 12.1 Gary Douppnik Manufacturing, Inc. hereby warrants that the goods and/or services covered by this Lease Agreement will meet the requirements and conditions of the specification documents and shall be fit for the purpose intended and will be of first-class material and workmanship and free from defects. DISTRICT reserves the right to cancel the unfilled portion of any order without liability to Gary Douppnik Manufacturing, Inc., for Gary Douppnik Manufacturing, Inc.'s breach of this warranty. Goods will be received subject to reasonable inspection and acceptance at destination by DISTRICT and risk of loss before acceptance shall be on Gary Douppnik Manufacturing, Inc.. Defective goods reasonably rejected by DISTRICT may without prejudice to any legal remedy, be held at Gary Douppnik Manufacturing, Inc.'s risk and returned to Gary Douppnik Manufacturing, Inc. at Gary Douppnik Manufacturing, Inc.'s expense. Defects are not waived by acceptance of goods or by failure to notify Gary Douppnik Manufacturing, Inc. thereof

- 12.2 It is understood and agreed that compliance with this warranty and the acceptance of the materials, equipment or supplies to be manufactured or assembled pursuant to these specifications, does not waive any warranty either express or implied in sections 2312 through 2317 of the Commercial Code of the State of California or any liability of Gary Douppnik Manufacturing, Inc. and or manufacturer as determined by any applicable decision of a court of the State of California or of the United States

Article XIII. Warranty of Title

- 13.1 Gary Douppnik Manufacturing, Inc. shall warrant to DISTRICT, its' successors and assigns, that the title to the material, supplies or equipment covered by this Lease Agreement, when delivered to DISTRICT or to its' successors or assigns, is free from all liens and encumbrances.

Article XIV. District's Rights and Remedies for Default

14.1 DISTRICT may terminate the Lease Agreement at any time by giving thirty (30) days written notice thereof. Notice of termination shall be by certified mail. Upon termination, DISTRICT shall pay to Gary Douplik Manufacturing, Inc. its' allowable costs incurred to date of termination and those costs deemed necessary by Gary Douplik Manufacturing, Inc. to effect termination. In the event that Gary Douplik Manufacturing, Inc. at any time during the entire term of the LEASE AGREEMENT breaches the requirements or conditions of the LEASE AGREEMENT, and does not within ten (10) working days (or such other reasonable period as the DISTRICT may authorize in writing) of receipt of notice from the DISTRICT cure such breach or violation, the DISTRICT may immediately terminate the Lease Agreement and shall pay Gary Douplik Manufacturing, Inc. only its' allowable costs to date of the termination.

14.2.1 In the event that the circumstances giving rise to the breach are such that the breach cannot be cured within ten (10) working days, the DISTRICT and Gary Douplik Manufacturing, Inc. shall make a good faith effort to determine a reasonable time period in which the breach must be cured. The DISTRICT may immediately terminate the Lease Agreement and pay Gary Douplik Manufacturing, Inc. only its' allowable costs to date of the termination if the breach is not cured within a reasonable time period.

14.2.2 The parties understand and agree that DISTRICT has leased portable classrooms from Gary Douplik Manufacturing, Inc. for public education purposes and the removal of the portable classrooms, for any reason, must be coordinated with DISTRICT's academic schedule to avoid disruption of the District's delivery of public education and related public education operations. Accordingly, Gary Douplik Manufacturing, Inc. may terminate this agreement if DISTRICT at any time during the entire term of the LEASE AGREEMENT breaches the requirements or conditions of the LEASE AGREEMENT, and does not within thirty (30) working days (or such other reasonable period as the Gary Douplik Manufacturing, Inc. may authorize in writing) of receipt of notice from the Gary Douplik Manufacturing, Inc. cure such breach or violation. In the event that Gary Douplik Manufacturing, Inc. elects to terminate the Agreement, Gary Douplik Manufacturing, Inc. may remove its portable buildings and shall coordinate the removal of its portable buildings with DISTRICT to avoid or minimize any disruption of classes or public education operations of DISTRICT. DISTRICT must make a good faith and reasonable effort to cooperate with Gary Douplik Manufacturing, Inc. in the scheduling of the removal of portable buildings in the event of DISTRICT's default under the agreement. Upon termination, DISTRICT shall pay to its' allowable costs incurred to date of termination and those costs deemed reasonable and necessary by Gary Douplik Manufacturing, Inc. and DISTRICT to effect termination.

Article XV. Failure to Complete Lease Agreement - Effect

15.1 In case of failure on the part of Gary Douplik Manufacturing, Inc. to complete its' Lease Agreement within the specified time or a mutually agreed upon and authorized extension thereof, in accordance with the notice requirements of Section 1.1, Default, the Lease Agreement may be terminated and DISTRICT shall in such event not thereafter pay or allow Gary Douplik Manufacturing, Inc. any further compensation for any labor, materials or equipment furnished by him under such Lease Agreement; and DISTRICT may proceed to complete such LEASE AGREEMENT either by re letting or otherwise, and Gary Douplik Manufacturing, Inc. and his bondsmen shall be liable to

DISTRICT for all loss or damage which it may suffer on account of Gary Doupnik Manufacturing, Inc.'s failure to complete its' Lease Agreement.

Article XVI. Damages

- 16.1 All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the material or equipment, or from any action of the elements prior to the delivery of the work, or of the materials or equipment, or from any act or omission not authorized by these specifications on the part of the LESSOR or any agent or person employed by him shall be sustained by the LESSOR.

Article XVII. Liquidated Damages

- 17.1 Omitted

Article XVIII. Effect of Extensions of Time

- 18.1 Granting or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials or equipment, or anyone of the aforementioned, will not operate as a release to Gary Doupnik Manufacturing, Inc. or the surety on Gary Doupnik Manufacturing, Inc.'s faithful performance bond from said guarantee, if any bond is required.

Article XIX. Performance Bond

- 19.1 This section is not applicable to Lease Agreements where portable building(s) have already been installed.

As a condition of award of this agreement to Gary Doupnik Manufacturing, Inc., DISTRICT may require Gary Doupnik Manufacturing, Inc. to execute and deliver to DISTRICT a performance bond in the amount of one hundred percent, (100%) of the Lease Agreement price, with a corporate surety acceptable to the DISTRICT or with two or more sufficient sureties to be approved by the DISTRICT or shall deposit with the DISTRICT a certified check upon some solvent bank for the said amount, for faithful performance of the Lease Agreement. No surety on any bond other than lawfully authorized surety companies shall be taken unless he shall be a payer of taxes upon property not exempt from execution or subject to homestead claim, the assessed value of which over and above all encumbrances is equal in amount to its' liabilities on all bonds on which he may be surety to the DISTRICT, and each surety shall certify and make an affidavit signed by him that he is assessed upon the latest assessment roll of Alameda County, in his own name, for property in an amount greater than his liabilities on all bonds on which he is surety to the DISTRICT and that the taxes on such property so assessed are not delinquent.

Article XX. Payment Bond

- 19.2 This section is not applicable to Lease Agreements where portable building(s) have already been installed.

As a condition of award of this agreement to Gary Douppnik Manufacturing, Inc., DISTRICT may require ~~Vendor~~ to execute and deliver to DISTRICT a payment bond in the amount of one hundred percent (100%) of the Lease Agreement price, with a corporate surety acceptable to the DISTRICT or with two or more sufficient sureties to be approved by the DISTRICT or shall deposit with the DISTRICT a certified check upon some solvent bank for the said amount, for payment of materials, labor and equipment in performance of the Lease Agreement. No surety on any bond other than lawfully authorized surety companies shall be taken unless he shall be a payer of taxes upon property not exempt from execution or subject to homestead claim, the assessed value of which over and above all encumbrances is equal in amount to his liabilities on all bonds on which he may be surety to the DISTRICT, and each surety shall certify and make an affidavit signed by him that he is assessed upon the latest assessment roll of Alameda County, in his own name, for property in an amount greater than his liabilities on all bonds on which he is surety to the DISTRICT and that the taxes on such property so assessed are not delinquent.

Article XXI Indemnification

- 21.1 With respect to the willful misconduct, negligent acts or omissions of Gary Douppnik Manufacturing, Inc., or its' employees, officers, agents, or subcontractors only, Gary Douppnik Manufacturing, Inc. shall indemnify, keep and hold harmless, the DISTRICT, its' directors, officers, employees and/or agents, against all losses, or claims based on any injury or death of any person or damage to or loss of use of any property arising out of or in any way connected with or alleged to be connected with the work and services to be performed under this Agreement by Gary Douppnik Manufacturing, Inc., its employees, officers, agents or sub contractors whether or not it shall be claimed that the injury was caused through a negligent act or omission of or its' employees; and Gary Douppnik Manufacturing, Inc. shall, at its' expense pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgments shall be rendered against the DISTRICT its' directors officers, employees and/or agents in any such action, Gary Douppnik Manufacturing, Inc. shall at its' expense satisfy and discharge the same.
- 21.2 With respect to the willful misconduct, negligent acts or omissions of DISTRICT its' employees, officers, agents, subcontractors or attendees, DISTRICT shall indemnify, keep and hold harmless, Gary Douppnik Manufacturing, Inc., its directors, officers, employees, subcontractors and/or agents, against all losses, or claims based on any injury or death of any person or damage to or loss of use of any property arising out of or in any way connected with or alleged to be connected with the buildings (or any item provided with the buildings) under this Agreement caused by DISTRICT, its' employees, officers, agents, subleseees, or subcontractors or attendees, whether or not it shall be claimed that the injury was caused through a negligent act or omission of DISTRICT or its' employees, officers, agents, subcontractors, or attendees; DISTRICT shall, at its' expense pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith and if any judgment shall be rendered against

Gary Doupnik Manufacturing, Inc. its' directors, officers, employees and/or agents in any such action, DISTRICT shall at it's expense satisfy and discharge the same.

Article XXII. Infringement of Patents

- 22.1 Gary Doupnik Manufacturing, Inc. agrees that he will at his own expense, defend all suits or proceedings instituted against the DISTRICT, and pay any award of damages assessed against the DISTRICT in such suits or proceedings, insofar as the same are based on any claim that the materials, or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent held by any other party, provided the DISTRICT gives to Gary Doupnik Manufacturing, Inc. prompt notice in writing of the institution of the suit or proceedings and permits Gary Doupnik Manufacturing, Inc. through his counsel to defend the same and gives Gary Doupnik Manufacturing, Inc. information, assistance and authority to enable Gary Doupnik Manufacturing, Inc. to do so.

Article XXIII. Assignment and Delegation

- 23.1 Gary Doupnik Manufacturing, Inc. shall neither delegate any duties or obligations under this LEASE AGREEMENT nor assign, transfer, convey, sublet or otherwise dispose of the Lease Agreement or his right, title or interest in or to the same, or any part thereof, without prior consent in writing of the DISTRICT.

Article XXIV. Equal Employment Opportunity

- 24.1 In connection with the performance of this Agreement Gary Doupnik Manufacturing, Inc. shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, sexual orientation or national origin.

Article XXV. Environmental and Safety Health Standards Compliance

- 25.1 Gary Doupnik Manufacturing, Inc. shall comply with the applicable environmental statutes, regulations and guidelines in performing the work under this Lease Agreement. Gary Doupnik Manufacturing, Inc. shall also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the work under this Lease Agreement.

Article XXVI. Hazardous Chemicals and Wastes

- 26.1 Gary Doupnik Manufacturing, Inc. shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances arising out of the operations of Gary Doupnik Manufacturing, Inc. or any subcontractors during the course of performance of this Lease Agreement. Gary Doupnik Manufacturing, Inc. shall immediately report any such release to the DISTRICT Project Manager. Gary Doupnik Manufacturing, Inc. shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the DISTRICT, its directors, officers,

employees or agents as a result of such release and shall hold harmless, indemnify and defend the DISTRICT, its' directors, officers, employees or agents from any claims arising from such release. For purposes of this section only, the term "claims" shall include (1) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (2) any claim, cause of action, or administrative or judicial proceeding brought against the DISTRICT, its' directors, officers, employees or agents for any loss, cost (including reasonable attorney's fees), damage or liability sustained or suffered by any person or entity, including the DISTRICT.

Article XXVII. Insurance

- 27.1 If Gary Douppnik Manufacturing, Inc. employs any person to perform work in connection with this Lease Agreement, Gary Douppnik Manufacturing, Inc. shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal Laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
- 27.2 Prior to commencement of work under this Lease Agreement by any such employee, Gary Douppnik Manufacturing, Inc. shall deliver to DISTRICT a Certificate of Insurance, which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits, shall be given to DISTRICT.
- 27.3 Bodily Injury, Death and Property Damage Liability Insurance.
- 27.4 Gary Douppnik Manufacturing, Inc. shall also procure and maintain at all times during the performance of this Lease Agreement, General Liability Insurance (including automobile operation) covering Gary Douppnik Manufacturing, Inc. and DISTRICT for liability arising out of the operations of Gary Douppnik Manufacturing, Inc. and any subcontractors. The policy (ies) shall include coverage for all vehicles, licensed or unlicensed, on or off DISTRICT'S premises, used by or on behalf of Gary Douppnik Manufacturing, Inc. in the performance of work under this Lease Agreement, the policy(ies) shall be subject to a limit for each occurrence of Two Million, Five Hundred Thousand Dollars (\$2,500,000), naming as an additional insured, in connection with Gary Douppnik Manufacturing, Inc.'s activities, the DISTRICT, and its' directors, officers, employees and agents. The Insurer(s) shall agree that its' policy (ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering DISTRICT.
- 27.5 Inclusion of DISTRICT as an additional insured shall not in any way affect its' rights with respect to any claim, demand, suit or judgment made, brought or recovered against Gary Douppnik Manufacturing, Inc.. The policy shall protect Gary Douppnik Manufacturing, Inc. and DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

27.6 Prior to commencement of work hereunder, Gary Douppnik Manufacturing, Inc. shall deliver to DISTRICT a Certificate of Insurance, which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal, or reduction in limits shall be given to DISTRICT.

Article XXVIII. Self-Insurance.

28.1 Omitted.

Article XXIX. Audit and Inspection of Records

29.1 During the term of this Agreement, Gary Douppnik Manufacturing, Inc. shall permit representatives of DISTRICT to have access to, examine and make copies, at DISTRICT'S expense, of its books, records and documents specifically relating to this Lease Agreement at all reasonable times.

Article XXX. Notices

30.1 All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT'S Project Manager, John Esposito and Gary Douppnik Manufacturing, Inc.'s Sherrie Douppnik All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT:

Oakland Unified School District
Director of Facilities Planning and Management
955 High Street
Oakland, CA 94601
Attention: Mr. Timothy E. White

If to Gary Douppnik Manufacturing, Inc.:

Gary Douppnik Manufacturing, Inc.
P.O. Box 527
Loomis, CA 95650
Tel: 916-652-9291
Fax: 916-652-9021
Attention: Sherrie Douppnik

30.2 The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

Article XXXI. District Representative

- 31.1 Except when approval or other action is required to be given or taken by Timothy White of the DISTRICT, or such person as he or she shall designate, shall represent and act for the DISTRICT
- 31.2 It is understood and agreed that in no instance is any party signing this Agreement for or on behalf of DISTRICT or acting as an employee or representative of DISTRICT, liable on this Lease Agreement, or upon any warranty of authority, or otherwise.

Article XXXII. Clayton Act and Cartwright Act

- 32.1 In entering into a public works Lease Agreement or a subLease Agreement to supply goods, services or materials pursuant to a public works Lease Agreement, or subcontractors offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works Lease Agreement or the subLease Agreement
- 32.2 This assignment shall be made and become effective at the time DISTRICT tenders final payment to the Gary Doupnik Manufacturing, Inc., without further acknowledgment by the parties.

Article XXXIII. DSA Construction Reports

- 33.1 LESSOR shall provide to the District all documents required for compliance with and substantiating LESSOR'S compliance with the applicable local, state and federal laws and regulations, including such documents, which are necessary and which may be required for submission to the Department of the State Architect in connection with the use of portable buildings for public education. LESSOR shall provide accurate and complete reports and records regarding the portable buildings leased under this Agreement for reporting to the State of California and the Department of the State Architect.

Article XXXIV. Miscellaneous Provisions

All terms and conditions required by law are deemed part of the Lease Agreement.

GOVERNING LAW This agreement shall be deemed to have been entered into in the County of Alameda, and governed in all respects by California Law.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written with respect to the lease of the Premises. This Lease may be modified or amended in writing, if the party obligated under the amendment signs in writing.

SEVERABILITY. If any portion of this Lease is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and will not be construed as exclusive unless otherwise required by law.

IN WITNESS WHEREOF, LESSOR has executed this Agreement, and the District, by its Board of Directors who is authorized to do so, has executed this agreement.

Gary Doupnik Manufacturing, Inc.:

By: *Sherrie Doupnik*

Dated: 1/12/11

Its: Sherrie Doupnik, President

OAKLAND UNIFIED SCHOOL DISTRICT

By: *Gary Yee*
Gary Yee, President, Board of Education

Dated: 3/10/11

By: *Edgar Rakestraw, Jr.*
Edgar Rakestraw, Jr., Board Secretary

Dated: 3/10/11

By: *Timothy White*
Timothy White, Assistant Superintendent
Division of Facilities Planning and Management

Dated: _____

Approved as to form and procedure:

Cate Boskoff
Cate Boskoff, Facilities General Counsel

Dated: 2-14-11

Attachments: COPY OF RESOLUTION NO. 1011-0096 Adopted February 8, 2011

LESSOR: Gary Doupnik Manufacturing, Inc.
School: Montclair Elementary School
Funding: General Obligation Bond-Measure B

END OF DOCUMENT

Legislative File
File ID Number: 11-0159
Introduction: 3-1-11
Enactment Number: 11-0408
Enactment Date: 3-9-11

"Bond Issued in Triplicate"



PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE.

SECTION 00420

OAKLAND UNIFIED SCHOOL DISTRICT FAITHFUL PERFORMANCE BOND

Premium: \$1,610.00 Bond No. 929519403

KNOW ALL MEN BY THESE PRESENTS: That we, Gary Doupnik Manufacturing, Inc. P.O. Box 527, Loomis, CA 95650

as principal, and Continental Casualty Company

as surety, are held and firmly bound unto the Oakland Unified School District of Alameda County, State of California, in the sum of One Hundred Thirty Four Thousand One Hundred Seventy Two and no/100

Dollars (\$134,172.00) lawful money of the United States of America for the payment of which sum well and truly to be made to said Oakland Unified School District of Alameda County, State of California, we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 12th day of January 20 11.

This condition of the above obligation is such that whereas the above named bounden principal entered into a contract of even date herewith, with the said school district by the terms and conditions of which said contract said principal agreed to perform all the work and furnish all the labor, materials, mechanical workmanship, transportation and services required in the performance thereof in accordance with the plan(s) and specifications now on file in the office of the governing board thereof, as will more fully appear by reference to the said contract, which said contract is hereunto annexed and made a part hereof and is entitled Montclair New Classroom Building/New Classroom Portables Project at Montclair Elementary School (Title of Contract, including Project Name and Number.)

NOW, THEREFORE, if the above named bounden principal shall well and truly carry out, execute and perform all things to be carried out, executed and performed by said principal according to the terms and conditions of said contract, then this obligation shall become null and void; otherwise to remain in full force and effect.

No alteration of any provision of said contract or in said plan(s) or specifications agreed to between the said contractor and the said first party shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations without further notice to or consent by such surety is hereby given, and the said surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Only the Oakland Unified School District, as the named obligee herein, is entitled to the benefits provided pursuant to this Performance Bond. By execution of this agreement, the surety agrees that if the principal is given a notice of default by the Oakland Unified School District, a copy of which is also given to the surety, and the principal fails within a seven-day period after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the surety shall promptly investigate the principal's failure to perform under the terms and conditions of the contract and provide the District's Director of Facilities with a written notice that the surety has commenced investigation of the matter. Within a two week period following District's written notice of default from the District to the principal as required herein, the surety shall assume the principal's obligations under the contract and commence correction of the principal's default, or proceed with such remedies as the District elects, in accordance with the terms and conditions of the contract.

The obligations of this Performance Bond shall survive termination of the Agreement between the principal and the project owner (obligee).

(Original and duplicate to be signed by principal and surety; both are to be acknowledged and acknowledgment slip and notarial seal to be attached)

Gary Doupnik Manufacturing, Inc

By Gary Doupnik

By [Signature] (Seal)

PRINCIPAL

Continental Casualty Company

Name of Surety

2210 Plaza Drive, Ste. #150

Street Address of Surety

Rocklin, CA 95765

City

State

By Richard W. Pratt
Signature of Surety (Seal)

Richard W. Pratt Attorney-in-Fact

The foregoing bond has been accepted and approved by the Oakland Unified School District
in an open meeting of the Board of Education this 9th day of March 2011.

By

Secretary of the Board of Education of the City
of Oakland and of the Oakland Unified School
District of Alameda County, State of California

(PLEASE NOTE THAT THE ORIGINAL AND A DUPLICATE BOND MUST BE
SIGNED BY THE SURETY OR SURETIES AND THE PRINCIPAL AND EACH
SIGNATURE MUST BE NOTARIZED BY A LICENSED CALIFORNIA NOTARY,
AND ACCOMPANIED BY A CALIFORNIA NOTARY'S ACKNOWLEDGEMENT
FORM AND NOTORIAL SEAL.)

Oakland Unified School District
[School Name]
[Project Description]
Project No. XXXXX
XXXXXXX

Page 3 of 3

Section 00420
Faithful Performance Bond
Version 3/16/2006

State of California)
County of Placer)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 1/17/2011 before me, Hollyann Rutledge, Notary Public,
(here insert name and title of the officer)

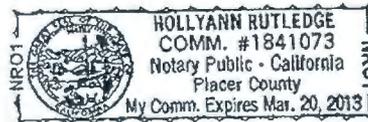
personally appeared Sherrie Douplik

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 Hollyann Rutledge



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Performance Bond containing 3 pages, and dated 1/12/2011.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) President
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer Is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # 21 Entry # 7

Notary contact: _____

Other

- Additional Signer(s) Signer(s) Thumbprint(s)
- _____

ACKNOWLEDGMENT

State of California
County of Sacramento)

January 12, 2011
On _____ before me, Renee Ramsey-Martin, Notary Public
(insert name and title of the officer)

Richard W. Pratt

personally appeared _____
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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Richard W Pratt, B G Midstokke, Renee Ramsey, Individually

of Sacramento, CA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 25th day of March, 2010.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Jacquelyne M. Belcastro
Jacquelyne M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 25th day of March, 2010, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

Eliza Price
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 12th day of January, 2011.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Documents

Section 3 Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VII—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company."

"Bond Issued in Triplicate"



PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE.

Premium included in Performance Bond Bond No.929519403

Section 00430

OAKLAND UNIFIED SCHOOL DISTRICT CONTRACTOR'S PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: That

WHEREAS, Gary Douplik Manufacturing, Inc. P.O. Box 527 Loomis, CA 95650

(Insert name and address of contractor)

as contractor and principal, has this day entered into a contract with the Oakland Unified School District of Alameda County, State of California, to perform all the work and furnish all the labor, materials, mechanical workmanship, transportation and services in accordance with the plans(s) and specifications therefore required in the performance thereof, as is more fully set forth in said contract, which said contract is herewith annexed and made a part hereof is entitled: Montclair new Classroom Building/New Classroom Portables Project at Montclair Elementary School

(Insert contract title, including project name and number)

and

WHEREAS, the Oakland Unified School District, in accordance with California Civil Code sections 3247 and 3248, requires public works contractors to file with the body by whom such contract was awarded a good and sufficient bond to secure payment to and the claims of 1) any persons named in Section 3181 of the California Civil Code; 2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; or 3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor performed under said public works contract. Section 3248 further requires that the surety (ies) on said bond securing said claim and payment will pay for the payments, claims and obligations described herein and in case suit is brought upon the bond, said surety (ies) shall pay a reasonable attorney's fee, to be fixed by the court.

WITNESSETH: That the contractor and principal named herein above, and

Continental Casualty Company 2210 Plaza Drive, Ste. 150, Rocklin, CA 95765

(Insert name and address of surety)

Oakland Unified School District [Project School Name] [Project Description] Project No. XXXXX XX/XX/06

Section 00430 Contractor's Bond Version 3/15/2005

as surety, are held and firmly bond unto all materialmen and persons named in California Civil Code section 3181, and others having claims to which reference is made herein

above, who may furnish materials, provisions, or other supplies, teams, implements, or machinery to the said contractor, for the said work contracted to be done, and all persons who may perform work and labor of any kind or nature upon the same and their assigns and unto the State of California acting by and through the California Employment Stabilization Commission for the amounts due under the Unemployment Insurance Act with respect to such work or labor, in the sum of One Hundred Thirty Four Thousand One Hundred Seventy Two and no/100

Dollars(\$ 134,172.00).

(insert bond amount, which must be 100% of the total contract amount)

lawful money of the United States of America, being not less than the total amount payable by the terms of said contract, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, as witnessed by these present;

In accordance with California Civil Code sections 3247 and 3248, the condition of the above obligation is such that if the contractor in said contract named and referenced herein, or subcontractors of said contractor, shall fail to pay; 1) any persons named in Section 3181 of the California Civil Code; 2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; or 3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor performed under said public works contract and for any materials, provisions, provender or other supplies, or teams, implements or machinery used in, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, the said surety will pay for the same in an amount not to exceed the sum hereinbefore specified, and also in case suit is brought upon such bond, a reasonable attorney's fee to be fixed by the Court in connection with said claim or claims, otherwise, this bond shall be null and void.

No alteration of any provision of said contract or in said plans or specifications agreed to between the said contractor and the Oakland Unified School District, as may be made by its authorized representative(s) shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations is hereby given, and the said surety and sureties hereby waives the provisions of California Civil Code Section 2819.

This bond is hereby sealed with our seals and dated this 12th day of January 20 11 by us as surety or sureties.

Oakland Unified School District
[Project School Name]
[Project Description]
Project No. XXXXX
XXXXX/05

Section 00430
Contractor's Bond
Version 3/15/2005

(PLEASE NOTE THAT THE ORIGINAL AND A DUPLICATE BOND MUST BE SIGNED BY THE SURETY OR SURETIES AND THE PRINCIPAL AND EACH SIGNATURE MUST BE NOTARIZED BY A LICENSED CALIFORNIA NOTARY.

AND ACCOMPANIED BY A CALIFORNIA NOTARY'S ACKNOWLEDGEMENT FORM AND NOTORIAL SEAL.)

SIGNATURE OF CONTRACTOR AND PRINCIPAL

I the undersigned certify, under penalty of perjury under the laws of the State of California, that I am a duly authorized signatory of the Contractor.
Gary Douphnik Manufacturing, Inc.

By: *Gary Douphnik*

By: *Pres. Douphnik*

(Seal)
Dated: 1-17-11

SIGNATURE OF SURETY

I the undersigned certify, under penalty of perjury under the laws of the State of California, that I am a duly authorized signatory of the Surety.

Name of Surety: Continental Casualty Company

Address of Surety: 2210 Plaza Drive, Ste. 150
Rocklin, CA 95765

(City) _____ (State) _____

By: _____

By: *Richard W Pratt*

Signature of Surety Seal
Richard W. Pratt, Attorney-in-Fact

Dated: January 12, 2011

(PLEASE NOTE THAT A BOND EXECUTED BY A CORPORATE SURETY MUST BE ACCOMPANIED BY A VALID POWER-OF ATTORNEY IDENTIFYING THE AUTHORIZED SIGNATORY(IES) FOR THE SURETY.)

The forgoing bond has been accepted and approved by the Oakland Unified School District in an open meeting of the Board of Education this 9th day of March, 2011.

By: [Signature]
Secretary of the Board of Education of the Oakland Unified School District,
County of Alameda, State of California

THIS SIGNATURE PAGE IS TO BE USED ONLY IN CASE OF MULTIPLE SURETIES

SIGNATURE OF SURETY

I the undersigned certify, under penalty of perjury under the laws of the State of California, that I am a duly authorized signatory of the Surety.

Name of Surety: _____

Address of Surety: _____

(City) _____

(State) _____

By: _____

By: _____

Signature of Surety

Seal

Dated: _____

(PLEASE NOTE THAT A BOND EXECUTED BY A CORPORATE SURETY MUST BE ACCOMPANIED BY A VALID POWER-OF ATTORNEY IDENTIFYING THE AUTHORIZED SIGNATORY(IES) FOR THE SURETY.)

The forgoing bond has been accepted and approved by the Oakland Unified School District in an open meeting of the State Administrator and Board of Education this day of _____, 20__.

By: _____

Secretary of the Board of Education of the Oakland Unified School District,
County of Alameda, State of California

(PLEASE NOTE THAT THE ORIGINAL AND A DUPLICATE BOND MUST BE SIGNED BY THE SURETY OR SURETIES AND THE PRINCIPAL AND EACH SIGNATURE MUST BE NOTARIZED BY A LICENSED CALIFORNIA NOTARY, AND ACCOMPANIED BY A CALIFORNIA NOTARY'S ACKNOWLEDGEMENT FORM AND NOTORIAL SEAL.)

State of California)
County of Placer)

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

On 1/17/2011 before me, Hollyann Rutledge, Notary Public,
(here insert name and title of the officer)

personally appeared Sherrie Doupnik

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 Hollyann Rutledge



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Payment Bond

containing 4 pages, and dated 1/12/2011

The signer(s) capacity or authority is/are as:

- individual(s)
 Attorney-in-Fact
 Corporate Officer(s) President
title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # 23 Entry # 2

Notary contact: _____

Other

- Additional Signer(s) Signer(s) Thumbprint(s)

ACKNOWLEDGMENT

State of California
County of Sacramento)

On January 12, 2011 before me, Renee Ramsey-Martin, Notary Public
(insert name and title of the officer)

Richard W. Pratt

personally appeared _____
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/hers/their authorized capacity(ies), and that by his/hers/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)

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POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Richard W Pratt, B G Midstokke, Renee Ramsey, Individually

of Sacramento, CA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 25th day of March, 2010.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Jacquelyne M. Belcastro
Jacquelyne M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 25th day of March, 2010, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

Eliza Price
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 12th day of January, 2011.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Documents

Section 3 Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VII—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/12/2011

PRODUCER Phone: 916-609-8421 Fax: 916-979-7992
InterWest Insurance Services (GARYD-1)
License #0B01094
3636 American River Dr.
Sacramento CA 95864

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nat'l Fire Ins Co of Hartford	20478
INSURER B: Transportation Ins Company	20494
INSURER C: Insurance Co. of the West	27847
INSURER D: Valley Forge Insurance Co	20508
INSURER E:	

INSURED
Gary Doupnik Manufacturing Inc
P.O. Box 527
Loomis CA 95650

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <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 type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	C2088964016	3/1/2010	3/1/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADM INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D	<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 <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	C2088964100	3/1/2010	3/1/2011	COMBINED SINGLE LIMIT (EA ACCIDENT) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
B	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	C2088964064	3/1/2010	3/1/2011	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	WSA500160001	6/1/2010	6/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Re: Montclair Elementary School New Classroom Building Project, Oakland, CA. Additional Insured status applies to requested entities if required by written contract per the attached endorsement(s): Oakland Unified School District its directors, officers, employees, agents and representatives.

CERTIFICATE HOLDER Oakland Unified School District 955 High Street Oakland CA 94601	CANCELLATION *10 Days notice for non-payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Wok-f</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
MANUFACTURERS GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

1. PROPERTY DAMAGE - PATTERNS, MOLDS AND DIES

Paragraphs (3) and (4) of Exclusion J. Damage to Property of SECTION I - EXCLUSIONS do not apply to patterns, molds or dies in the care, custody or control of the insured if the patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per policy period applies to PROPERTY DAMAGE - PATTERNS, MOLDS AND DIES and is included within the General Aggregate Limit as described in SECTION III - LIMITS OF INSURANCE.

The insurance afforded by this provision 1. is excess, over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

2. ADDITIONAL INSURED - BLANKET VENDORS

WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2, does not apply to any vendor included as an insured by an

endorsement issued by us and made a part of this Coverage Part.

4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

3. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy, and
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – "Your Work"

That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations

hazard" unless required by the written contract or written agreement.

- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

- (b) The construction, erection, or removal of elevators; or

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction

and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests - Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

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

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this endorsement, Paragraph 4.b. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract or agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

4. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 4.a. of Section II - Who Is An Insured is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

5. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

A. The following is added to Section II - Who Is An Insured:

5. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- a. Prior to the termination date of any joint venture, partnership or limited liability company; or
- b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

B. The last paragraph of Section II - Who Is An Insured is deleted and replaced by the following:

Except as provided in 5. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

6. PARTNERSHIP OR JOINT VENTURES

Paragraph 1.b. of Section II - Who Is An Insured is deleted and replaced by the following:

- b. A partnership (including a limited liability partnership) or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

7. EMPLOYEES AS INSUREDS - HEALTH CARE SERVICES

For other than a physician, paragraph 2a.(1)(d) of Section II - Who Is An Insured does not apply with respect to professional health care services provided in the course of employment by you.

8. SUPPLEMENTARY PAYMENTS

A. Under Section I - Supplementary Payments - Coverages A and B, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$2,500.

B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

9. MEDICAL PAYMENTS

A. Paragraph 7. Medical Expense Limit, of Section III - Limits of Insurance is deleted and replaced by the following:

7. Subject to 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under Section - I - Coverage C for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000; or

(2) The amount shown in the Declarations for Medical Expense Limit.

B. This provision 9. (Medical Payments) does not apply if Section I - Coverage C Medical Payments is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph 1.a.(2) of Section I - Coverage C - Medical Payments, is replaced by the following:

The expenses are incurred and reported to us within three years of the date of the accident; and

10. NON-OWNED WATERCRAFT

Under Section I - Coverage A - Bodily Injury and Property Damage, Exclusion 2.g., subparagraph (2) is deleted and replaced by the following.

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge.

11. NON-OWNED AIRCRAFT

Exclusion 2.g. of Section I - Coverage A - Bodily Injury and Property Damage, does not apply to an aircraft you do not own, provided that:

1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. It is rented with a trained, paid crew; and
3. It does not transport persons or cargo for a charge.

12. LEGAL LIABILITY - DAMAGE TO PREMISES

A. Under Section I - Coverage A - Bodily Injury and Property Damage 2. Exclusions, Exclusion J. is replaced by the following.

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in

the "products-completed operations hazard".

- B. Under Section I - Coverage A - Bodily Injury and Property Damage the last paragraph of 2. Exclusions is deleted and replaced by the following.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

- C. Paragraph 6. Damage To Premises Rented To You Limit of Section III - Limits Of Insurance is replaced by the following:

6. Subject to 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most we will pay under Section - I - Coverage A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$200,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- D. Paragraph 4.b.(1)(b) of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

(2) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner; or

- E. This provision 12. (LEGAL LIABILITY - DAMAGE TO PREMISES) does not apply if Damage To Premises Rented To You Liability under Section I - Coverage A is excluded either by the provisions of the Coverage Part or by endorsement.

13. BROAD KNOWLEDGE OF OCCURRENCE

You must give us or our authorized representative notice of an "occurrence", offense, claim, or "suit" only when the "occurrence", offense, claim or "suit" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

14. NOTICE OF OCCURRENCE

The following is added to paragraph 2. of Section IV – Commercial General Liability Conditions – Duties In The Event of Occurrence, Offense Claim or Suit:

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence", offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence", offense claim or "suit".

15. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

16. EXPANDED PERSONAL AND ADVERTISING INJURY

A. The following is added to Section V – Definitions, the definition of "personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

B. Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability is amended to include the following:**o. Discrimination Relating To Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

p. Fines Or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

C. This provision 16. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE) does not apply to discrimination or humiliation committed in the states of New York or Ohio. Also, EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE does not apply to policies issued in the states of New York or Ohio.

D. This provision 16. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE) does not apply if Section I – Coverage B – Personal And Advertising Injury Liability is excluded either by the provisions of the Coverage Part or by endorsement.

17. BODILY INJURY

Section V – Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

18. EXPECTED OR INTENDED INJURY

Exclusion a. of Section I – Coverage A – Bodily Injury and Property Damage Liability is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

19. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for manufacturers without



G-144041-B
(Ed. 04/04)

an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

20. PROPERTY DAMAGE - ELEVATORS

With respect to Exclusions of Section I - Coverage A, paragraphs (3), (4) and (6) of Exclusion J, and Exclusion K, do not apply to the use of elevators.

The insurance afforded by this provision 20, is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/12/2011

PRODUCER Phone: 916-609-8421 Fax: 916-979-7992
InterWest Insurance Services (GARYD-1)
License #0B01094
3636 American River Dr.
Sacramento CA 95864

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Gary Douppnik Manufacturing Inc
P.O. Box 527
Loomis CA 95650

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nat'l Fire Ins Co of Hartford	20478
INSURER B: Transportation Ins Company	20494
INSURER C: Insurance Co. of the West	27847
INSURER D: Valley Forge Insurance Co	20508
INSURER E	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM ADD'L TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	C2088964016	3/1/2010	3/1/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D	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 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	C2088964100	3/1/2010	3/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EAACC \$ AGG \$
B	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	C2088964064	3/1/2010	3/1/2011	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	WSA500160001	6/1/2010	6/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: Montclair Elementary School New Classroom Building Project, Oakland, CA. Additional Insured status applies to requested entities if required by written contract per the attached endorsement(s): Oakland Unified School District its directors, officers, employees, agents and representatives.

CERTIFICATE HOLDER

Oakland Unified School District
955 High Street
Oakland CA 94601

CANCELLATION*10 Days notice for non-payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *W. K. F.*

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANUFACTURERS GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

1. PROPERTY DAMAGE - PATTERNS, MOLDS AND DIES

Paragraphs (3) and (4) of Exclusion J. Damage to Property of SECTION I - EXCLUSIONS do not apply to patterns, molds or dies in the care, custody or control of the insured if the patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per policy period applies to **PROPERTY DAMAGE - PATTERNS, MOLDS AND DIES** and is included within the General Aggregate Limit as described in SECTION III - LIMITS OF INSURANCE.

The insurance afforded by this provision 1. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

2. ADDITIONAL INSURED - BLANKET VENDORS

WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an

endorsement issued by us and made a part of this Coverage Part.

4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

3. MISCELLANEOUS ADDITIONAL INSURED

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – "Your Work"

That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations

hazard" unless required by the written contract or written agreement.

- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction

and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests - Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

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

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this endorsement, Paragraph 4.b. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract or agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

4. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 4.a. of Section II - Who Is An Insured is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

5. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

A. The following is added to Section II – Who is An Insured:

5. You are an Insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- a. Prior to the termination date of any joint venture, partnership or limited liability company; or
- b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

B. The last paragraph of Section II – Who is An Insured is deleted and replaced by the following:

Except as provided in 5. above, no person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

6. PARTNERSHIP OR JOINT VENTURES

Paragraph 1.b. of Section II – Who is An Insured is deleted and replaced by the following:

- b. A partnership (including a limited liability partnership) or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

7. EMPLOYEES AS INSURED – HEALTH CARE SERVICES

For other than a physician, paragraph 2.a.(1)(d) of Section II – Who is An Insured does not apply with respect to professional health care services provided in the course of employment by you.

8. SUPPLEMENTARY PAYMENTS

A. Under Section I – Supplementary Payments – Coverages A and B, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$2,500.

B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

9. MEDICAL PAYMENTS

A. Paragraph 7. Medical Expense Limit, of Section III – Limits of Insurance is deleted and replaced by the following:

7. Subject to 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under Section – I – Coverage C for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000; or

(2) The amount shown in the Declarations for Medical Expense Limit.

B. This provision 9. (Medical Payments) does not apply if Section I – Coverage C Medical Payments is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph 1.a.(2) of Section I – Coverage C – Medical Payments, is replaced by the following:

The expenses are incurred and reported to us within three years of the date of the accident; and

10. NON-OWNED WATERCRAFT

Under Section I – Coverage A – Bodily Injury and Property Damage, Exclusion 2.g., subparagraph (2) is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge.

11. NON-OWNED AIRCRAFT

Exclusion 2.g. of Section I – Coverage A – Bodily Injury and Property Damage, does not apply to an aircraft you do not own, provided that:

1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. It is rented with a trained, paid crew; and
3. It does not transport persons or cargo for a charge.

12. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under Section I – Coverage A – Bodily Injury and Property Damage 2. Exclusions, Exclusion j. is replaced by the following:

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in

the "products-completed operations hazard".

- B. Under Section I - Coverage A - Bodily Injury and Property Damage** the last paragraph of 2. Exclusions is deleted and replaced by the following.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

- C. Paragraph 6. Damage To Premises Rented To You Limit of Section III - Limits Of Insurance** is replaced by the following:

6. Subject to 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most we will pay under Section - I - Coverage A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. \$200,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

- D. Paragraph 4.b.(1)(b) of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

- (2) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner; or

- E. This provision 12. (LEGAL LIABILITY - DAMAGE TO PREMISES)** does not apply if Damage To Premises Rented To You Liability under Section I - Coverage A is excluded either by the provisions of the Coverage Part or by endorsement.

13. BROAD KNOWLEDGE OF OCCURRENCE

You must give us or our authorized representative notice of an "occurrence", offense, claim, or "suit" only when the "occurrence", offense, claim or "suit" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

14. NOTICE OF OCCURRENCE

The following is added to paragraph 2. of Section IV – Commercial General Liability Conditions – Duties In The Event of Occurrence, Offense Claim or Suit:

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence", offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence", offense claim or "suit".

15. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

16. EXPANDED PERSONAL AND ADVERTISING INJURY

- A. The following is added to Section V – Definitions, the definition of "personal and advertising injury":
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

B. Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability is amended to include the following:**o. Discrimination Relating To Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

p. Fines Or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

C. This provision 16. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE) does not apply to discrimination or humiliation committed in the states of New York or Ohio. Also, EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE does not apply to policies issued in the states of New York or Ohio.**D. This provision 16. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE) does not apply if Section I – Coverage B – Personal And Advertising Injury Liability is excluded either by the provisions of the Coverage Part or by endorsement.****17. BODILY INJURY**

Section V – Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

18. EXPECTED OR INTENDED INJURY

Exclusion a. of Section I – Coverage A – Bodily Injury and Property Damage Liability is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

19. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for manufacturers without



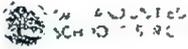
G-144041-B
(Ed. 04/04)

an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

20. PROPERTY DAMAGE - ELEVATORS

With respect to Exclusions of Section I - Coverage A, paragraphs (3), (4) and (6) of Exclusion j. and Exclusion k. do not apply to the use of elevators.

The insurance afforded by this provision 20. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.



LEASE AND INSTALLATION CONTRACT ROUTING FORM

Project Information

Project Name	Montclair New Classroom Building/New Classroom Portables	Site	Montclair Elementary School
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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	Gary Douplik Manufacturing, Inc.	Agency's Contact	Sherrle Douplik		
OUSD Vendor ID #	I012262	Title	Project Manager		
Street Address	P.O. Box 527	City	Loomis	State	CA Zip 95650
Telephone	916-652-9291	Policy Expires	3-1-2011		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	07050				

Term

Date Work Will Begin	4-1-2011	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2013
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$134,172.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	1439901811	6270	\$134,172.00
				\$

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	Charles Love	Phone	510-879-8389	Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager	Signature		Date Approved	1-18-11	
2.	General Counsel, Department of Facilities Planning and Management	Signature		Date Approved	1-19-11	
3.	Assistant Superintendent, Facilities Planning and Management	Signature		Date Approved		
4.	President, Board of Education	Signature		Date Approved		



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information

Project Name	Montclair New Classroom Building	Site	Montclair Elementary School
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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 Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000
 Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Gary Doupnik Manufacturing, Inc.	Agency's Contact	Sherrie Doupnik				
OUSD Vendor ID #	I012262	Title	Project Manager				
Street Address	P.O. Box 527	City	Loomis	State	CA	Zip	95650
Telephone	916-652-9291	Policy Expires	7-1-2011				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	07050						

Term

Date Work Will Begin	4-1-2011	Date Work Will End By (not more than 5 years from start date)	12-31-2013
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$151,672.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 17,500.00
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 #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	1439901811	6274	\$17,500.00
				\$

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	Charles Love	Phone	510-879-8389	Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager		Signature		Date Approved	2-24-11
2.	General Counsel, Department of Facilities Planning and Management		Signature		Date Approved	3-2-11
3.	Assistant Superintendent, Facilities Planning and Management		Signature		Date Approved	
4.	President, Board of Education		Signature		Date Approved	



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Gary Doupnik Manufacturing**. OUSD entered into an Agreement with CONTRACTOR for services on **April 1, 2011**, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to furnish and install new ramps to meet Division of State Architect plan review comments.</u></p>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$17,500.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is One hundred fifty-one thousand, six hundred seventy-two dollars and no cents (\$151, 672.00)</p>		

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History:

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

Gary Yee, President, Board of Education

Date

Contractor Signature

Date

Edgar Rakestraw, Jr., Secretary
Board of Education

Date
Date

Print Name, Title

Timothy White, Assistant Superintendent
Facilities, Planning and Management

Date

OAKLAND UNIFIED SCHOOL DISTRICT

PLANNING
DEPARTMENT
AMENDMENT



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Gary Doupnik Manufacturing. OUSD entered into an Agreement with CONTRACTOR for services on April 1, 2011, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to furnish and install new ramps to meet Division of State Architect plan review comments.</u></p>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> increase of \$17,500.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is One hundred fifty-one thousand, six hundred seventy-two dollars and no cents (\$151,672.00)</p>		

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History:
 There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

 Gary Yee, President, Board of Education Date _____

 Edgar Rakestraw, Jr., Secretary
 Board of Education Date _____

 Timothy White, Assistant Superintendent
 Facilities, Planning and Management Date _____

CONTRACTOR

Gary Doupnik 2-15-11
 Contractor Signature Date

Sharon Doupnik President
 Print Name, Title

109401011
 175
 13 4 13
 PLANNING
 DEPARTMENT

Contract No. _____

P.O. No. _____



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information

Project Name	Montclair New Classroom Building	Site	Montclair Elementary School
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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

Contractor Information

Contractor Name	Gary Douplik Manufacturing	Agency's Contact	Sherrie Douplik				
OUSD Vendor ID #	1012262	Title	Project Manager				
Street Address	P.O. Box 527	City	Loomis	State	CA	Zip	95650
Telephone	916-652-9291	Policy Expires	3-1-2012				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	07050						

Term

Date Work Will Begin	4-1-2011	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2013
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$ 160,382.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 8,710.00
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.

Fund #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	1439901811	6274	\$ 8,710.00
				\$

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	Charles Love	Phone	510-535-7081	Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager					
	Signature				Date Approved	8-29-11
2.	General Counsel, Department of Facilities Planning and Management					
	Signature				Date Approved	8-29-11
3.	Assistant Superintendent, Facilities Planning and Management					
	Signature				Date Approved	
4.	President, Board of Education					
	Signature				Date Approved	

AMENDMENT TO LEASE AGREEMENT ROUTING FORM

Project Information

Project Name	Montclair New Classroom Building	Site	Montclair Elementary School
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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	Gary Doupnik Manufacturing	Agency's Contact	Sherrie Doupnik				
OUSD Vendor ID #	1012262	Title	General Manager				
Street Address	P.O. Box 627	City	Loomis	State	CA	Zip	95650
Telephone	916-652-9291	Policy Expires					
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 x <input type="checkbox"/> No				
OUSD Project #	07050						

Term

Date Work Will Begin	4-2-2011	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-13
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$166,662.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 6,280.00
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
9699	Measure B	1439901815	5620	\$6,280.00

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	Charles Love	Phone	510-535-7081	Fax	510-535-7082
1.	Capital Program Contract & Accounting Manager					
	Signature			Date Approved	2-15-13	
2.	General Counsel, Department of Facilities Planning and Management					
	Signature			Date Approved	2.21.13	
3.	Associate Superintendent, Facilities Planning and Management					
	Signature			Date Approved		
4.	President, Board of Education					
	Signature			Date Approved		