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Enactment Date	6/21/2023 er



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Lisa Grant-Dawson, Chief Business Officer, Division of Facilities Planning and Management

**Board Meeting Date** June 21, 2023

**Subject** Purchase Order Contract Agreement – Global Modular, Inc. – Santa Fe Elementary School Portables Procurement Project – Division of Facilities Planning and Management

**Acton Requested** Approval by the Board of Education to the Purchase Order Contract Agreement by and between the **District** and **Global Modular, Inc.**, Atwater, California, for the latter to provide six (6) refurbished, standard size classroom unit (24'x40') portables (designated as "relocatable buildings" by DSA) for purchase. The refurbished portables shall meet the pre-check design criteria, as specified by DSA (IR PC-6, BU-22), the latest adopted version of the CBC, CCR-Title 24, State Fire Marshall regulations and Federal regulations for accessibility. Vendor shall provide Pre-Check ("PC") drawings to the Architect of Record ("AOR"), with the Division of the State Architect ("DSA") and coordinate with the AOR the submittal of documents for this site specific project, for the **Santa Fe Elementary School Portables Procurement Project**, in the total amount of **\$484,400.00**, as the selected consultant, with work scheduled to commence on **June 22, 2023** and scheduled to last until **October 1, 2023**, pursuant to the Contract.

**Discussion** Consultant was selected through competitive bidding. (Public Contract Code §22037)

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

**Recommendation** Approval by the Board of Education to the Purchase Order Contract Agreement by and between the **District** and **Global Modular, Inc.**, Atwater, California, for the latter to provide six (6) refurbished, standard size classroom unit (24'x40') portables (designated as "relocatable buildings" by DSA) for purchase. The refurbished portables shall meet the pre-check design criteria, as specified by DSA (IR PC-6, BU-22), the latest adopted version of the CBC, CCR-Title 24, State Fire Marshall regulations and Federal regulations for accessibility. Vendor shall provide Pre-Check ("PC") drawings to the Architect of Record ("AOR"), with the Division of the State Architect ("DSA") and coordinate with the AOR the submittal of documents for this site specific project, for the **Santa Fe Elementary School Portables Procurement Project**, in the total amount of **\$484,400.00**, as the selected consultant, with work scheduled to commence on **June 22, 2023** and scheduled to last until **October 1, 2023**, pursuant to the Contract.

**Fiscal Impact** Fund 40, Special Reserve fund for Capital Outlay Projects

**Attachments**

- Contract Justification Form
- Purchase Contract Agreement, including Exhibits
- Routing Form



**CONTRACT JUSTIFICATION FORM**

**This Form Shall Be Submitted to the Board Office With Every Agenda Contract.**

**Legislative File ID No.** 23-0861

**Department:** Facilities Planning and Management

**Vendor Name:** Global Modular, Inc.

**Project Name:** Santa Fe Elementary School Portables Procurement

**Project No.:** 21115

**Contract Term: Intended Start:** June 22, 2023

**Intended End:** October 1, 2023

**Total Cost Over Contract Term:** \$484,400.00

**Approved by:** Lisa Grant-Dawson

**Is Vendor a local Oakland Business or has it met the requirements of the**

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

**How was this contractor or vendor selected?**

The lowest apparent bid did not qualify due to material clarifications, exclusions and exceptions making the non-responsive. Global Modular, Inc. was selected by the district as the second lowest responsible and responsive bid.

**Summarize the services or supplies this contractor or vendor will be providing.**

Global Modular, Inc., will provide six (6) refurbished, standard size classroom unit (24'x40') portables (designated as "relocatable buildings" by DSA) for purchase. The refurbished portables shall meet the pre-check design criteria, as specified by DSA (IR PC-6, BU-22), the latest adopted version of the CBC, CCR-Title 24, State Fire Marshall regulations and Federal regulations for accessibility. Vendor shall provide Pre-Check ("PC") drawings to the Architect of Record ("AOR"), with the Division of the State Architect ("DSA") and coordinate with the AOR the submittal of documents for this site specific project.

**Was this contract competitively bid?**  Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Global Modular was chosen as the second lowest bid and based on the bid price submitted, the District found that the quote was at a reasonable price for the district.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: Second Lowest bid – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

3) Explain in detail the facts that support the applicability of the exception marked above:

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**PURCHASE AGREEMENT**

This Agreement is made this 22nd day of June, 2023, by and between **Oakland Unified School District**, “District,” and **GLOBAL MODULAR, INC.** “Vendor,” with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California.

B. Vendor has received notice of an award pursuant to Bid No. 21115 for the purchase and delivery of the items of equipment, materials, and supplies detailed in the bid package documents provided by the District (“Items”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Delivery of Items. Vendor agrees to deliver the Items to District at the following address: 915 54th Street, Oakland, CA 94608.
2. Time of Commencement and Completion. Vendor shall satisfactorily deliver the Items in full to the District no later than October 1, 2023 “Delivery Deadline”). Time is of the essence in this Contract.
3. Contract Price. The contract price consists of \$420,000.00 for the purchase of the classroom portables, \$14,400.00 for delivery of the portables, and \$50,000.00 for an allowance for installation costs, for a total contract price of **FOUR HUNDRED EIGHTY-FOUR THOUSAND FOUR HUNDRED DOLLARS AND NO/100 (\$484,400.00).** The District agrees to pay the contract price within thirty (30) calendar days following receipt of Vendor’s invoice for the satisfactory delivery of the items.
4. Liquidated Damages. If Vendor fails to satisfactorily delivery the Items by the Delivery Deadline, Vendor shall be liable for liquidated damages as provided in the Contract Documents (as defined below).
5. Conformance to Contract Documents. Vendor agrees that the Items to be furnished pursuant to this Agreement (“Contract”) shall conform to all of the requirements set forth in the Contract Documents, as defined below.
6. Indemnity. Vendor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature, and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act,

error, omission, negligence, or willful misconduct of Vendor, or Vendor's employees, agents, or volunteers (collectively, the "Vendor Parties"), in the performance of or failure to perform Vendor's obligations under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of Equipment supplied pursuant to this Contract.

7. Transportation Charges. Vendor agrees to deliver all Items prepaid unless otherwise specified. All costs for delivery and packaging of Items are the responsibility of Vendor unless otherwise stated in the Contract Documents, as defined below.

8. Inspection. All Items furnished must be in conformity with the Contract Documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Vendor any portion of the Items which may be defective or which fails to comply with the specifications in Contract Documents.

9. Insurance. Without in any way limiting Vendor's liability, or indemnification obligations set forth in Paragraph 6 above, Vendor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Vendor nor any of the Vendor Parties shall commence performing any portion of the Contract until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Vendor's insurance policies shall be attached to this Agreement as proof of insurance.

10. Independent Contractor Status. Vendor is engaged in an independently established trade, occupation, or business to provide the Items required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Vendor is free from the control and direction of District in connection with the manner in which it provides the Items to District. Vendor understands and agrees that Vendor and the Vendor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

11. Taxes. All payments made by District to Vendor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Vendor, including FICA (social security), state or

federal unemployment insurance contributions, or state or federal income tax or disability insurance. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor and the Vendor Parties and otherwise in connection with this Agreement.

12. Fingerprinting Notice and Acknowledgement. Vendor and the Vendor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form.

13. Tuberculosis Certification. Vendor and the Vendor Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Vendor hereby represents and warrants to District the following:

A.  Vendor and Vendor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Contract.

B.  The following Vendor and Vendor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

Vendor shall maintain on file the certificates showing that the Seller and Seller Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Seller and shall be available to District upon request or audit.

Vendor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Vendor and Vendor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

14. Confidential Information. Vendor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Vendor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Vendor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

15. Assignment/Successors and Assigns. Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

16. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the District's governing board.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

19. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Vendor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

20. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Vendor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Vendor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

21. Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

22. [ Not Used]

23. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

24. Time. Time is of the essence to this Agreement.



25. Waiver. No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

26. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

27. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. Warranty of Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

30. Local Business. Vendor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."

31. Forms. The following documents are incorporated into the Contract as the "Contract Documents":

- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification~~.
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification~~.
- Local Business Participation Form.
- The bid package issued by the District for the Contract, which shall include, but not be limited to, the Invitation for Bids, the Instructions to Bidders, the Specifications, the Description of the Items, the Bid Form, this Agreement, and all addenda.

32. Mediation. A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties

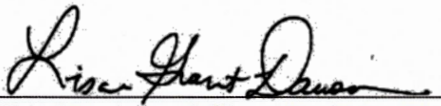
cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

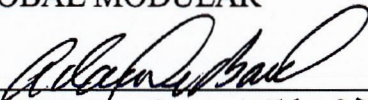
33. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

OAKLAND UNIFIED SCHOOL DISTRICT

VENDOR  
GLOBAL MODULAR

By   
Chief Business Officer, Facilities Planning and  
Management Department

By   
[TITLE] **ADAM DEBARAD**  
**PRESIDENT**


Date: 6/8/23


Date: 5-15-23

APPROVED AS TO FORM:

  
OUSD Facilities Legal Counsel

6/7/23  
Date

  
Mike Hutchinson, President, Board of Education 6/22/2023

  
Kyla Johnson Trammell, Secretary, Board of Education 6/22/2023

Oakland Unified School District  
Division of Facilities Planning and Management

**BID OPENING TABULATION SHEET**

School: Santa Fe  
 Project: Portables Procurement  
 Project #: 21115  
 Estimate: \$350,000

Date: Tuesday, March 14, 2022  
 Time: 2:00 P.M.  
 Project Mgr: Victor Manansala  
 Architect: N/A

Signature of Witness to Bid		Signature of Bid Opener			
<b>Company:</b>	McGrath Rent Corp dba Mobile Mod	Base Bid:	\$271,938.00	<b>Required Day of Bid:</b>	
Address:	5700 Las Positas Rd	Allowance:	\$50,000.00	Signed Bid Form	X
City/State:	Livermore, CA 94551	Alternates:	\$19,128.00	Addendum Acknow.	X
Phone:	925-606-9000	<b>TOTAL:</b>	\$291,066.00	Bid Bond	X
Fax:	925-453-3201			Bid Forms - related to PO Contract	X
<b>NON RESPONSIVE</b>					
		<u>Time Submitted</u>	<u>Date Submitted</u>		
		1:56 PM	3/14/2023		
		<u>Time Opened</u>	<u>Date Opened</u>		
		2:15 PM	3-14-202		
<b>Company:</b>	Global Modular, Inc	Base Bid:	\$420,000.00	<b>Required Day of Bid:</b>	
Address:	1120 Commerce Afe #25	Allowance:	\$50,000.00	Signed Bid Form	X
City/State:	Atwater, CA 95301	<b>TOTAL:</b>	\$470,000.00	Addendum Acknow.	X
Phone:	209-676-8029	Alternates:	\$14,400.00	Bid Bond	X
Fax:				Bid Forms - related to PO Contract	X
		<u>Time Submitted</u>	<u>Date Submitted</u>		
		10:50 AM	3/14/2023		
		<u>Time Opened</u>	<u>Date Opened</u>		
		2:15 PM	3/14/2023		
<b>Company:</b>		Base Bid:		<b>Required Day of Bid:</b>	
Address:		Allowance:		Signed Bid Form	
City/State:		<b>TOTAL:</b>		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Bid Forms related to PO Contract	
		<u>Time Submitted</u>	<u>Date Submitted</u>		
		<u>Time Opened</u>	<u>Date Opened</u>		
<b>Company:</b>		Base Bid:		<b>Required Day of Bid:</b>	
Address:		Allowance:		Signed Bid Form	
City/State:		<b>TOTAL:</b>		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Bid Forms related to PO Contract	
		<u>Time Submitted</u>	<u>Date Submitted</u>		
		<u>Time Opened</u>	<u>Date Opened</u>		

**Oakland Unified School District**  
**Contract for Purchase of Six (6) refurbished, standard size classroom units 24'x40'**  
**Portables**  
**Bid No. 21115**

**Bid Form**

Dear Members of The Board of Education:

The undersigned, doing business under the firm name of GLOBAL MODULAR, INC.

\_\_\_\_\_, having carefully examined the Invitation for Bids, the Instructions to Bidders, the Agreement, the Specifications, the Description of the Items, and all of the bid package documents for the proposed District purchase of the Items, hereby proposes to fully and satisfactorily perform the Contract in compliance with all terms therein, including all of its component parts, including all taxes, for the following amount:

**AMOUNT OF BID:**

\$ 420,000<sup>00</sup>

(FOUR HUNDRED TWENTY THOUSAND Dollars and 00 /100)

**ADDITION / ALTERNATE #1: DELIVERY**

\$ 14,400<sup>00</sup>

(FOURTEEN THOUSAND FOUR HUNDRED Dollars and 00 /100)

**ALLOWANCE: INSTALLATION**

\$ 50,000 \_\_\_\_\_

(FIFTY-THOUSAND \_\_\_\_\_ Dollars and XX /100)

This bid price will not be revoked for ninety (90) calendar days after bid opening.

Award of the Contract will be based on the lowest responsible bidder.

INDIVIDUAL:

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Name)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: \_\_\_\_\_, 20\_\_



**BID BOND**  
**DOCUMENT 00 40 00**

Bond Number: CIC1929869

KNOW ALL MEN BY THESE PRESENTS that we the undersigned  
Global Modular Inc. as Principal and  
Capitol Indemnity Corporation as Surety, are hereby held and firmly bound  
unto the Oakland Unified School District ("Owner") in the sum of 10% not to exceed the  
bid amount Dollars (\$                    ) for payment of which sum, well  
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has  
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to  
enter into a Contract in writing for the construction of purchase (6) refurbished \* in  
strict accordance with Contract Documents.

\*24X40 Modular Classrooms

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in  
the form of agreement attached hereto and shall execute and deliver Performance and  
Payment Bonds in the forms attached hereto (all properly completed in accordance  
with said bid), and shall in all other respects perform the agreement created by the  
acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and  
effect, it being expressly understood and agreed that the liability of the Surety for any  
and all default of the Principal hereunder shall be the amount of this obligation as  
herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of  
time, alteration or addition to the terms of the Contract on the call for bids, or to the  
Work to be performed hereunder, or the specifications accompanying the same, shall  
in any way affect its obligation under this bond, and it does hereby waive notice of  
any such change, extension of time, alteration or addition to the terms of said  
Contract or the call for bids, or to the Work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 9th day of March, 2023, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Global Modular Inc.

(Principal)

1120 COMMERCE AVENUE #255 ATWATER, CA 95301

(Business Address)

*Adrian B. ... President*

Capitol Indemnity Corporation

(Corporate Surety)

1600 Aspen Commons Suite 300 Middleton, WI 53562

(Business Address)

By: *[Signature]*

John Rosenberg Attorney-in-Fact

The rate or premium of this bond is 1% per thousand, the total amount of premium charged, \$ 0.

(The above must be filled in by Corporate Surety).



CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

PATRICIA A. MARINUCCI; RICHARD A. BREDOW; JOHN ROSENBERG; KYLE W. KOZIOL

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Suzanne M. Broadbent
Assistant Secretary

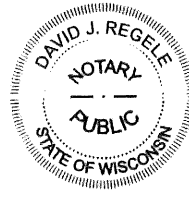


CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 9th day of March, 2023



Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

Global Modular Inc.

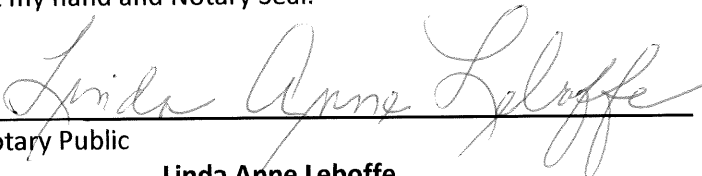
**ACKNOWLEDGMENT**

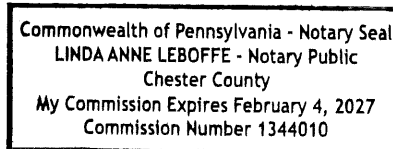
**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF CHESTER**

On, 3/9/23 before me, the undersigned officer, personally appeared, John Rosenberg, who acknowledges himself to be the **Attorney-in-Fact** of Capitol Indemnity Corporation, a corporation, being authorized to do so as Attorney-in-Fact, executed the foregoing instrument.

In Witness Whereof, I have hereunto set my hand and Notary Seal.

  
\_\_\_\_\_  
Notary Public  
**Linda Anne Leboffe**



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California }  
County of Merced }

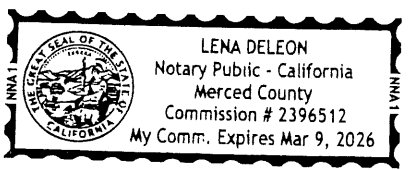
On March 23, 2023 before me, Lena Deleon, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Adam DeBard  
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature [Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

**INSERT LOCAL BUSINESS  
PARTICIPATION WORKSHEET  
(EXCEL DOCUMENT)**

*District waived requirement*

\* ADDENDUM NO. 2

\* DISTRICT MODIFICATION # 1

**DRUG-FREE WORKPLACE CERTIFICATION**

*[attach form*

**DRUG-FREE WORKPLACE CERTIFICATION**  
**DOCUMENT 00 42 00**

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

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

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

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

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

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

GLOBAL MODULAR, INC  
Name of Contractor

ADAM DEBARD  
Print Name

5-15-23  
Date

Adam DeBard - President  
Signature

OAKLAND UNIFIED SCHOOL DISTRICT  
SANTA FE CAMPUS  
PORTABLES PROCUREMENT  
PROJECT NO.: 21115  
FEBRUARY 14, 2023  
{SR684086}

DRUG FREE WORKPLACE CERTIFICATION  
DOCUMENT 00 42 00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2023

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with PRODUCER (Rico Pfitzer Pires and Associates Insurance) and INSURED (Global Modular, Inc.) information, including contact details for Susan M. Campiotti and insurer information (General Security Indemnity Company of Arizona, United Financial Casualty Co., United Specialty Ins. Co.).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections A (Commercial General Liability), B (Automobile Liability), C (Umbrella Liability), and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: Santa Fe Campus Portables

Certificate holder is included as Additional Insured with respect to General Liability and Auto Liability per the attached endorsements.

CERTIFICATE HOLDER CANCELLATION

Table for Certificate Holder (Oakland Unified School District) and Cancellation information (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: Susan Campiotti).

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As Required By Written Contract, Fully Executed Prior To The Named Insured’s Work	As Required By Written Contract, Fully Executed Prior To The Named Insured’s Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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



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

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

1. Required by the contract or agreement; or

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

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

**General Security Indemnity Company of Arizona**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VEN 064 00 (01/15)**

**THIRD PARTY CANCELLATION NOTICE ENDORSEMENT**

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**SCHEDULE**

<b><u>Name and Address of Other Person/Organization</u></b>	<b><u>Number of Days Notice</u></b>
Per schedule on file with the company	30

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

## General Security Indemnity Company of Arizona

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VEN 051 00 (02/20)**

### **PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT**

This endorsement modifies the Conditions provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and supersedes any provision to the contrary:

#### **Primary and Non-Contributory Insurance**

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

**a. (1)** The Additional Insured is a Named Insured under such other insurance;

and

**(2)** A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:

(i) apply on a primary and non-contributory basis;  
and

(ii) would not seek contribution from any other insurance available to the additional insured.

or

**b.** Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

<b>Name Of Person(s) Or Organization(s)</b>
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

<p><b>Name Of Person Or Organization:</b> As Required By Written Contract, Fully Executed Prior To The Named Insured's Work</p>
---

<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
---

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

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

**Policy number: 00683676-0**

Underwritten by:  
Progressive Casualty Insurance Co  
Insured:  
CRAZY TACO MX LLC

Policy Period: -

**Mailing Address**

Progressive Casualty Insurance Co  
PO Box 94739  
Cleveland, OH 44101

**1-800-444-4487**

For customer service, 24 hours a day,  
7 days a week

## Additional insured endorsement

### Name of Person or Organization

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

### Limit of Liability

<b>Bodily Injury</b>	each <b>person/</b>	each <b>accident</b>
<b>Property Damage</b>		each <b>accident</b>
<b>Combined Liability</b>		each <b>accident</b>

**All other terms, limits and provisions of this policy remain unchanged.**

This endorsement applies to Policy Number:

Issued to (Name of Insured):

Effective date of endorsement:

Policy expiration date:

PROGRESSIVE  
PO BOX 94739  
CLEVELAND, OH  
44101-8971



**Policy number:** 08216691-4

Underwritten by: United Financial Casualty Co.

Insured:

GLOBAL MODULAR, INC

Policy Period: Sep 20, 2022 - Sep 20, 2023

GLOBAL MODULAR, INC  
1120 COMMERCE AVENUE  
ATWATER CA 93501

**Mailing Address**

United Financial Casualty Co.

PO BOX 94739  
CLEVELAND, OH 44101-8971

**1-800-444-4487**

For customer service, 24 hours a day,  
7 days week

## WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial Auto Policy

Motor Truck Cargo Legal Liability Coverage Endorsement

Commercial General Liability Coverage Endorsement

We agree to waive any and all subrogation claims against the person or organization designated below.

**Name of Person or Organization:**

OAKLAND UNIFIED SCHOOL DISTRICT

955 HIGH ST

OAKLAND, CA 94601

This endorsement applies to Policy Number: 08216691-4

Issued to: GLOBAL MODULAR, INC

Endorsement Effective: May 18, 2023

Expiration: September 28, 2023

**All other terms, limits and provisions of this policy remain unchanged.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Acct#: 2525528

3/8/2023

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

<b>PRODUCER</b> Lockton Companies 444 W 47th Street, Suite 900 Kansas City, MO 64112-1906	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 844-290-4908		<b>FAX (A/C. No.):</b>
	<b>E-MAIL ADDRESS:</b> BBSIcerts@locktonaffinity.com		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A :</b> Ace American Insurance Co.			22667
<b>INSURER B :</b>			
<b>INSURER C :</b>			
<b>INSURER D :</b>			
<b>INSURER E :</b>			
<b>INSURER F :</b>			

**INSURED**  
 Barrett Business Services, Inc.  
 L/C/F GLOBAL MODULAR, INC.  
 450 COMMERCE AVE  
 ATWATER, CA 95301

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	X	C70009183	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Policy State = CA

Waiver of Subrogation in favor of certificate holder when required by written contract

**CERTIFICATE HOLDER**

Oakland USD  
 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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**Workers' Compensation and Employers' Liability Policy**

Named Insured Barrett Business Services, Inc. L/C/F GLOBAL MODULAR, INC. 450 COMMERCE AVE ATWATER, CA 95301	Endorsement Number
	Policy Number Symbol: WLR Number: C70009183
Policy Period 6/1/2022 TO 6/1/2023	Effective Date of Endorsement 3/8/2023
Issued By (Name of the Insurance Company) Ace American Insurance Co.	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

**CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. ( ) Specific Waiver

Name of person or organization:

(x) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL CALIFORNIA OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: \$0



\_\_\_\_\_  
Authorized Agent



**DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM**

Project Information			
<b>Project Name</b>	<b>Santa Fe Campus Portables Procurement</b>	<b>Site</b>	<b>150</b>
Basic Directions			
Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.			
<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
<b>Contractor Name</b>	Global Modular, Inc.	<b>Agency's Contact</b>	Adam Debard
<b>OUSD Vendor ID #</b>		<b>Title</b>	President
<b>Street Address</b>	1120 Commerce Ave #25	<b>City</b>	Atwater State CA Zip 95301
<b>Telephone</b>	209-676-8029	<b>Policy Expires</b>	
<b>Contractor History</b>	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
<b>OUSD Project #</b>	21115		

Term of Original/Amended Contract			
<b>Date Work Will Begin (i.e., effective date of contract)</b>	6-22-2023	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	10-1-2023
		<b>New Date of Contract End (If Any)</b>	

Compensation/Revised Compensation			
<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$484,400.00
<b>Pay Rate Per Hour (if Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds please contact the State and Federal Office before completing requisition.</i>				
<b>Resource #</b>	<b>Funding Source</b>	<b>Org Key</b>	<b>Object Code</b>	<b>Amount</b>
9940/9861	Fund 40	400-9940-0-9861-8500-6250-150-9180-1313-9999-21115	6250	\$484,400.00

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.				
	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b> 510-535-7082
1.	<b>Executive Director, Facilities Planning and Management</b>			
	<b>Signature</b>	<b>Date Approved</b>	6/7/23	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>			
	<b>Signature</b>	Lozano Smith, approved as to form	<b>Date Approved</b>	6/7/23
3.	<b>Chief Business Officer, Facilities Planning and Management</b>			
	<b>Signature</b>	<b>Date Approved</b>	6/8/23	
4.	<b>Chief Financial Officer</b>			
	<b>Signature</b>	<b>Date Approved</b>		
5.	<b>President, Board of Education</b>			
	<b>Signature</b>	<b>Date Approved</b>		