



Fund	Org	Account	Project No.	Program	Amount
Contract encumbrance:					
2214	92260	57311	C194921	IN17	\$2,708,000.00
2214	92260	57311	C194922	IN17	\$1,182,156.00
2999	92260	57311	C194925	IN17	\$300,000.00
					\$
Total Encumbrance					\$4,190,156.00

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

included or	NA	Contract Summary, Contract Authority Checklist & Resolution	
☑	☐	1.	Schedule T – Contract Summary & Routing
☑	☐	2.	City Administrator Purchasing Authority Checklist
☑	☐	3.	City Council Resolution
Contract, Insurance and Bonds			
☑	☐	4.	Original Contract & Contract Exhibits (3 original sets)
☑	☐	5.	Payment and Performance Bonds (3 original sets)
☑	☐	6.	Insurance:
		a.	OCIP Enrollment Letter (<i>construction only</i>)
		b.	Certificates per Schedule Q (<i>construction & professional</i>)
Licenses and Certifications			
☑	☐	7.	Oakland Business License
☑	☐	8.	California State Contractor's License
☐	☑	9.	IRS W-9
☑	☐	10.	EBO certificate (Equal Benefits Ordinance – Schedule N-1) (<i>n/a if < \$25,000</i>)
☑	☐	11.	Schedule B-2 Arizona Resolution
☑	☐	11.	Schedule C-1,P,U,V ADA; Nuclear Free Zone Disclosure; Compliance Commitment Agreement; Affidavit of Non-Disciplinary or Investigatory Action
☐	☑	12.	Schedule C-1,P,V - <i>federal</i> ADA; Nuclear Free Zone Disclosure; Affidavit of Non-Disciplinary or Investigatory Action
☑	☐	13.	Schedule D Ownership, Ethnicity & Gender Questionnaire
☐	☑	14.	Schedule E Project Consultant Team (<i>professional only</i>)
☑	☐	15.	Schedule K Pending Dispute Resolution
☐	☑	16.	Schedule M, Parts A and B Independent Contractor Questionnaire (<i>professional only if > \$5K</i>)
☐	☑	17.	Schedule N Living Wage Ordinance (<i>professional only if > \$25K</i>)
☑	☐	18.	Schedule O Campaign Contribution Limits
☐	☑	19.	Schedule R Subcontractor, Supplier, Trucking Listing (<i>construction only</i>) - see A CTC Form 1
☐	☑	20.	Public Contract Code Sections 10285.1 & 10162 & 10232 (<i>construction only</i>)
☐	☑	21.	Attachment C Equal Employment Opportunity Certification (<i>construction only</i>)
☐	☑	22.	Attachment D Noncollusion Affidavit (<i>construction only</i>)
☐	☑	23.	Attachment E Debarment & Suspension Certification
☐	☑	24.	Attachment E Debarment & Suspension Certification – Lower Tier
☐	☑	25.	Attachment F Nonlobbying Certification for Federal-Aid Contracts (<i>construction only</i>)
☐	☑	26.	Attachment G Disclosure of Lobbying Activities (<i>construction only</i>)
☐	☑	27.	Exhibit 10-O1 Local Agency Consultant DBE Commitment (<i>professional only</i>)
☐	☑	28.	Exhibit 10-O2 Local Agency Consultant DBE Information (<i>professional only</i>)
☐	☑	29.	Exhibit 10-Q Disclosure of Lobbying Activities (<i>professional only</i>)
☐	☑	30.	Exhibit 15-G Local Agency Bidder DBE Commitment (<i>construction only</i>)
☐	☑	31.	Exhibit 15-H DBE Information – Good Faith Efforts
☐	☑	32.	Form 805 Agency Report of Consultants

Add'l Comments:

Alameda County Transportation Commission Forms Included:

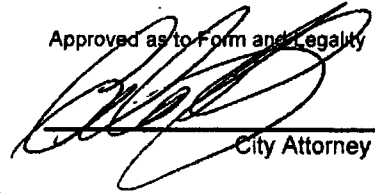
- Form 1
- Form 2-1
- Form 2-2
- Form 2-3
- Form 5

☐ Reminder to Contract Services to register construction award on DIR PWC-100 site.

FILED
OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL

Approved as to Form and Legality


City Attorney

2015 FEB 25 PM 12:01 RESOLUTION No. 85455 - 3 C.M.S.

Introduced by Councilmember _____

RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO MCGUIRE AND HESTER, THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, IN ACCORDANCE WITH PROJECT PLANS AND SPECIFICATIONS FOR THE LATHAM SQUARE STREETSCAPE IMPROVEMENTS (PROJECT NO. C464560) AND WITH CONTRACTOR'S BID IN THE AMOUNT OF FOUR MILLION ONE HUNDRED NINETY THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS (\$4,190,156.00)

WHEREAS, on January 26, 2015, two bids were received by the Office of the City Clerk of the City of Oakland for the Latham Square Streetscape Improvements Project (Project No. C464560); and

WHEREAS, McGuire and Hester meets the Alameda County Transportation Commission's Local Business Contract Equity Program requirements; and

WHEREAS, McGuire and Hester, a certified SLBE bidding as a prime, is deemed the lowest responsive and responsible bidder for the project; and

WHEREAS, there are sufficient funds in the project budget for the work; and

WHEREAS, the City Council finds and determines based on the representations set forth in the City Administrator's report accompanying this Resolution that the construction contract approved hereunder is temporary in nature; and

WHEREAS, the City lacks the equipment and qualified personnel to perform the necessary work, that the performance of this contract is in the public interest because of economy or better performance and that this contract is of a professional, scientific or technical nature; and

WHEREAS, McGuire and Hester complies with all LBE/SLBE and trucking requirements; and

WHEREAS, the permanently expanded and redesigned Latham Square Plaza has been determined to be categorically exempt pursuant to CEQA Guidelines sections 15183 (projects consistent with a community plan, general plan, or zoning), 15301 (existing facilities), 15302 (replacement or reconstruction), and 15332 (infill), each of which provides a separate and independent basis for CEQA clearance and when viewed collectively would provide an overall basis for CEQA clearance; and

WHEREAS, the City Council finds and determines that the performance of this contract shall not result in the loss of employment or salary by any person having permanent status in the competitive service; now therefore be it

RESOLVED: That the City Administrator or designee is authorized to execute a construction contract for the Latham Square Streetscape Improvements Project (Project No. C464560) to McGuire and Hester, the lowest responsive and responsible bidder, in an amount of Four Million One Hundred Ninety Thousand One Hundred Fifty-Six Dollars (\$4,190,156.00) in accord with plans and specifications for the project and contractor's bid dated January 26, 2015; and be it

FURTHER RESOLVED: That there are sufficient funds in the project budget for the work under the following fund sources:

- ACTC Reimbursable Grant Fund (2214); Capital Project – Transportation Planning and Funding Organization (92260); Structures and Improvements Account (57311); Project C194921;
- ACTC Reimbursable Grant Fund (2214); Capital Project – Transportation Planning and Funding Organization (92260); Structures and Improvements Account (57311); Project C194922;
- Miscellaneous Grants (2999); Capital Project – Transportation Planning and Funding Organization (92260); Structures and Improvements Account (57311); Project No. TBD

FURTHER RESOLVED: That the successful contractor shall provide faithful performance bond and a bond to guarantee payment of all claims for labor and materials furnished and for the amount of 100% of the contract price and due under the Unemployment Insurance Act prior to execution of the contract; and be it

FURTHER RESOLVED: That the City Administrator, or designee, is hereby authorized to approve any subsequent amendments or modifications of the contract within the limitation of the project specifications, extensions, payment requests, applications for permits, agreements and execute all related actions for the completion of said project without return to Council; and be it

FURTHER RESOLVED: That the City Administrator, or designee, is hereby authorized to negotiate with the second lowest bidder and/or next lowest bidder for the same awarded amount, if McGuire and Hester fails to return the complete signed contract documents and supporting documents within the days specified in the Special Provision without return to City Council; and be it

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

FURTHER RESOLVED: That the City Administrator, or designee, is hereby authorized to reject all other bids; and be it

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

IN COUNCIL, OAKLAND, CALIFORNIA, MAR 17 2015, 20

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL WASHINGTON, ~~XXXX~~, GUILLEN, KALB, KAPLAN, REID, and PRESIDENT GIBSON MCELHANEY - 7

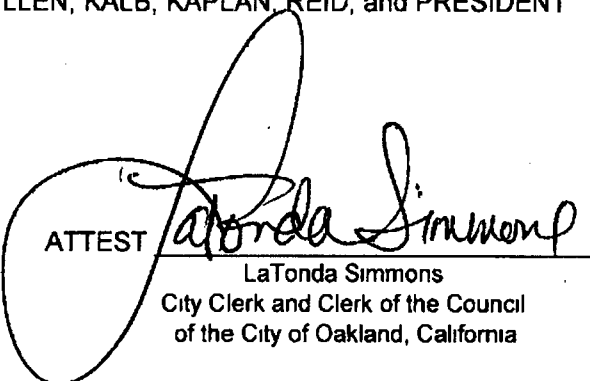
NOES - 0

ABSENT - 0

ABSTENTION - 0

EXCUSED - Gallo - 1

ATTEST


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

85455 CMS

CITY ADMINISTRATOR PURCHASING AUTHORITY CHECKLIST

Purchasing Ordinance, OMC Chapter 2.04

PROJECT INFO: C464560 – Latham Square Streetscape Improvements

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

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

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

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

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

Type of Purchase (OMC §2.04.020.B.1)

Check the applicable boxes.

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

☐ YES (not in either budget)

☒ NO (is in CIP/ Operating budget)

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

☐ YES ☒ NO

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

☐ YES ☒ NO

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

☒ YES ☐ NO

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

☐ YES ☒ NO

Appropriation Resolution (OMC §2.04.020.B.3)

This Purchase was approved in Appropriation Resolution No. 85455 C.M.S., attached.

☒ YES ☐ NO

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

Competitive Selection/Award Process: Request for Proposals or Bid

The contractor or vendor was selected through a competitive process.

☒ YES ☐ NO

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

☐ YES ☒ NO

Completed by:

Nick Cartagena, PE

City Project Manager Name

Signature

Date

3/24/15

CITY OF OAKLAND CONTRACT OF PUBLIC WORKS

THIS CONTRACT is entered into this **24th of March of 2015** by and between the:

City of Oakland, a municipal corporation,
(hereinafter referred to as "City"), and
McGuire and Hester,
(hereinafter referred to as "Contractor").

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

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

- 1) Project Specifications, Plans, including any Addenda, for Project No. **C464560 - Latham Square Streetscape Improvements** and documents referenced and incorporated therein; and
- 2) The Contractor's bid in the sum of **Four Million One Hundred Ninety Thousand One Hundred Fifty-Six Dollars (\$4,190,156.00)** received **January 26, 2015** (Exhibit A – Scope of Work).

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

1. Commencement of Work

Work shall be commenced on the date of the Notice to Proceed which is sent by the Director of the Public Works Department and shall be completed within **ONE HUNDRED EIGHTY (180) CALENDAR DAYS**.

2. Bonds

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

3. Contractor's Liability

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

4. Liability Insurance

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

5. Worker's Compensation Insurance

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

6. Prevailing Wage

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

7. Nuclear Weapons Policy

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

8. Audit

Contractor shall permit authorized representatives of City to have access to Contractor's books, records, accounts and any and all data relevant to this contract, for the purpose of

making an audit or examination during the term of the contract and for a period of four years following the fiscal year of the last expenditure under this contract.

9. Discrimination

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

10. Oakland Business License

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

11. Notice

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

City of Oakland:

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

Contractor:

McGuire and Hester
Keith Anderson
9009 Railroad Ave
Oakland, CA 94603
510-562-5209 or kanderson@mcguireandhester.com

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


12. Certification

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

IN WITNESS WHEREOF:

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

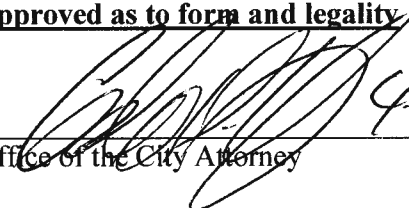
McGuire and Hester

 4/1/15
~~Mike Hester~~ Robert C. Doud, Exec VP/CFO Date
~~President~~

Public Works Department

 4/24/15
Director Date

Approved as to form and legality

 4-23-15
Office of the City Attorney Date

**CITY OF OAKLAND
(a municipal corporation)**

 5/1/15 
Office of the City Administrator Date

City Council Resolution No. 85455 CMS
Oakland Business Tax Certificate No. 1197339
Contract Purchase Order No. _____

CALIFORNIA ALL-PURPOSE 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.

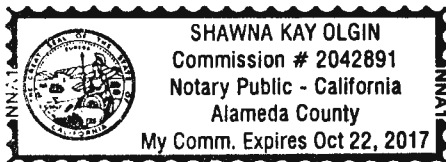
State of California)

County of Alameda)On 04/01/2015 before me, Shawna Kay Olgin, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Robert C. Doud
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.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Contract Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____**Capacity(ies) Claimed by Signer(s)**Signer's Name: Robert C. Doud
☒ Corporate Officer — Title(s): Exec VP/CFO
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: McGuire and HesterSigner's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

EXHIBIT A - Scope of Work

1) Project Description:

The proposed work consists, in general, of streetscape improvements, plaza improvements, and roadway realignment of the area around the Latham Square plaza in downtown Oakland, California. The Project area consists of Telegraph Avenue from Broadway to 17th Street, Broadway from 14th Street to 17th Street, and 16th Street from Telegraph Avenue to San Pablo Avenue. The project location is unique in that it is in downtown Oakland in a heavily traveled corridor, there are basements adjacent to the project site and under sidewalks within the right-of-way, and there are historic landmarks adjacent to and within the project area. The project includes typical streetscape improvements in addition to specialty plaza paving, bioinfiltration areas (rain gardens), fountain mechanical system, and historical fountain conservation and restoration.

2) Contractor's Bid dated: January 26, 2015

Bids must be received by the Office of the City Clerk located at
One Frank H. Ogawa Plaza, Room 101, Oakland, CA 94612

prior to: 2:00 PM Thursday January 22, 2015 January 26, 2015
Time Day Date



CONTRACTOR'S BID

TO THE CITY OF OAKLAND, CALIFORNIA
PUBLIC WORKS DEPARTMENT

For

LATHAM SQUARE STREETScape IMPROVEMENTS
Project No. C464560

[PROVIDE REQUESTED INFORMATION ON BLANK LINES]

NAME OF BIDDER McGuire and Hester

BUSINESS ADDRESS 9009 Railroad Avenue, Oakland, CA 94603

BUSINESS ADDRESS 9009 Railroad Avenue
(PROVIDE STREET ADDRESS EVEN IF P.O. BOX USED)

CITY, STATE, ZIP Oakland, CA 94603

TELEPHONE NO: (510) 632-7676 FAX NO: (510) 562-5209

CONTRACTOR'S EMAIL ADDRESS: estimating@mcguireandhester.com

CONTRACTOR'S STATE LICENSE NO: 95879

CLASSIFICATION: A, B, C21, C27, C31, HAZ EXPIRATION: 11/30/15

OAKLAND BUSINESS LICENSE NO: 3370534

All bids shall include the Contractor's State License Number and Classification, as well as the Contractor's State License Number for each subcontractor. The work for which this bid is submitted is for construction in conformance with the Project Plans, Bid Book, including, but not limited to, the Special Provisions, Standard Specifications for Public Works Construction, 2009 Edition, City of Oakland Standard Detail for Public Works Construction 2002 Edition, including any addenda thereto, the contract annexed hereto, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

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

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

BID SCHEDULES

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

Reminder: Each bidder is required to exclude from the base bid items its normal cost for the insurance coverages provided by the OCIP. Bidder must deduct the cost of OCIP coverages for all lower tier subcontractors, in addition to its own cost of OCIP coverages. Contractors that are ineligible and excluded from the OCIP are required to maintain their own insurance. They include:

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

Base Bid:

Item No.	Spec Section	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
1	9-3.4	1	LS	Mobilization	81,000	81,000
2	7-10	1	LS	Traffic Control	175,000.00 125,000.00	MRH
3	300-1.4	1	LS	Clearing and Grubbing**	360,000.00	
4	302-1	37,200	SF	Cold Milling Asphalt Concrete	0.59	21,948
5	300-1.3.1.1	80	TONS	Class I Material Disposal	175.00	14,000.00
6	300-1.3.1.1	2,300	TONS	Class II Material Disposal	40.00	92,000.00
7	309-4	1	LS	Monuments and Benchmarks	12,500	12,500
8	302-5.9	37,200	SF	Asphalt Concrete Overlay	1.90	70,680
9	302-5.9	6,200	SF	Asphalt Concrete Pavement	13.50	83,700.00
10	302-6.8	750	SF	Concrete Pavement	12	9,000
11	303-5.9	8,150	SF	Concrete Base Slab for Stone Paving	4.00	73,350.00
12	303-5.9	940	LF	Concrete Base Slab for Stone Planter Curbing	28	26,320
13	303-11.20	2,250	SF	Stone Paving	70.00	
14	303-11.20	1,153	SF	Stone Paving with Water Proofing	75.00	
15	303-11.19	940	LF	Stone Planter Curbing	95.00	

ADDENDUM 1

Item No.	Spec Section	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
16	303-11.19	1	LS	Engraved Lettering	3,000	3,000
17	303-12.18	9,800	SF	Interlocking Concrete Pavers	12.00	
18	303-13.19	5,169	SF	Brick Paving	35.00	
19	303-13.19	2,642	SF	Brick Paving with Water Proofing	47.00	
20	303-5.9	610	SF	Median Paving Segments	18	10,980
21	303-5.9	218	LF	Treewell / Planter Conc. Curb Band	40	8,720
22	303-5.9	155	LF	Telegraph Paver Conc. Edge Band	55	8,525
23	303-5.9	1	EA	Retrofit Detectable Warning Dome Surface	1,100	1,100
24	303-5.9	6,300	SF	Concrete Sidewalk	14.50	91,350.00
25	303-5.9	120	LF	Concrete Type 'B' Curb and Gutter (6")	125	15,000
26	303-5.9	685	LF	Concrete Type 'B' Curb and Gutter (4")	80	54,800
27	303-5.9	685	LF	Concrete Type 'D' Curb and Gutter	62.00	42,470.00
28	303-5.9	710	LF	Concrete Type 'B' Curb (No Gutter)	35	24,850
29	303-5.9	35	LF	Steel Faced Concrete Curb	190.00	6,650.00
30	303-5.9	15	EA	Concrete Curb Ramp	2,200	33,000
31	303-5.9	38	LF	Trench Drain	250.00	9,500.00

ADDENDUM 1

Item No	Spec Section	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
32	306-9.5	4	EA	Area Drain	2,400	9,600
33	306-9.5	1	EA	Storm Drain Interceptor	5,000	5,000
34	306-9.5	2	EA	Type E-3 Curb Inlet	6,000	12,000
35	306-9.5	5	EA	Type B Curb Inlet	5,700	28,500
36	306-9.3	3	EA	Storm Drain Manhole	10,500	31,500
37	306-9.3	1	EA	Sewer Cleanout	1,100	1,100
38	5-8	1	LS	Utility Relocation and Coordination	10,000	10,000
39	306-1.6	350	LF	12" RCP Pipe for Storm Drain	330	115,500
40	306-1.6	75	LF	4" HDPE Sewer Lateral Pipe	680	51,000
41	308-8.3	550	SF	Biofiltration Planting Area (soil, aggregate, prep, barrier, planting)	17	9,350
42	303-5.9	195	LF	Concrete Planter/Seatwall	320	62,400
43	303-11.19	195	LF	Planter/Seatwall Stone Seat Slab	90	17,550
44	308-8.1	60	CY	Planter Soil/Fill and Placement (Median)	90	5,400
45	308-8	810	SF	Planter Landscape Area Shrubs (Median)	6	4,860
46	308-8.1	200	CY	Planter Soil/Fill and Placement (Typical)	90	18,000
47	308-8	1,800	SF	Planter Landscape Area Shrubs (Typical)	9.50	17,100

ADDENDUM 1

Item No.	Spec Section	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
48	308-8.4	13	EA	Shade Tree (48" Box)	2,800	36,400
49	308-8.2	70	CY	Structural Soil	320	22,400
50	304-6	6	EA	Interpretive Signs/Artwork	3,600	21,600
51	308-9.19	1	LS	Historical Water Feature Procedures	90,000.00	90,000.00
52	308-10.11	1	LS	Water Feature Mechanical System	91,000.00	91,000.00
53	308-8.8	1	LS	Irrigation System	84,000	84,000
54	308-8.7	1	LS	Extended Landscape Establishment	28,000	28,000
55	304-5.4	16	EA	6' Bench	3,200	51,200
56	304-5.4	8	EA	Relocated Bicycle Rack (eg. Inverted O)	290	2,320
57	304-5.4	8	EA	City-Furnished Bicycle Rack	290	2,320
58	304-5.4	6	EA	Trash Receptacle	2,700	16,200
59	307-1.2	1	LS	Fountain and Tree Uplighting System	60,000.00	60,000.00
60	307-1.2	1	LS	Plaza String Lighting System	69,000.00	69,000.00
61	307-1.2	1	LS	Telegraph String Lighting System	15,000.00	15,000.00
62	307-1.2	1	LS	Plaza Pedestrian Lighting System	86,000.00	86,000.00
63	307-1.2	1	LS	Traffic Signal Modification-Broadway at 15 th **	295,000.00	295,000.00

ADDENDUM 1

Item No	Spec Section	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
64	307-1.2	1	LS	Traffic Signal Modification-Broadway at 16 th **	63,000.00	63,000.00
65	307-1.2	1	LS	Traffic Signal Modification-Telegraph at 16 th **	162,000.00	162,000.00
66	307-1.2	1	LS	Traffic Signal Modification-Telegraph at 17 th **	156,000.00	156,000.00
67	307-1.2	2	EA	Traffic Signal Central Software	6,500.00	13,000.00
68	307-12.6	650	LF	Interconnect System - 3" Conduit	26.00	16,900.00
69	307-11.3	3	EA	Interconnect System - No. 6E Pull Box	740.00	2,220.00
70	307-17.5.5.8	2480	LF	144-Strand SMFO Trunk with Locator Wire	19.00	47,120.00
71	307-17.5.5.8	210	LF	12-Strand SMFO Branch with Locator Wire	51.00	10,710.00
72	307-17.5.5.8	3	EA	Underground Fiber Splice Closure	2,600.00	7,800.00
73	307-17.5.5.8	2	EA	Edge Switch	2,790.00	5,580.00
74	304-7.5	1	EA	New Roadside Sign	230.00	230.00
75	310-5.6	1	LS	Remove Pavement Markings, Traffic Striping, and Pavement Markers	2,600.00	2,600.00
76	310-7.2	1,786	SF	Crosswalk, Limit Lines, and Pavement Markings	4.00	7,144.00
77	310-5.6	460	LF	Curb Paint	3.00	1,380.00
78	310-6.4	6,165	LF	Thermoplastic Traffic Striping	1.00	6,165.00

ADDENDUM 1

79	EBMUD Drawings and Specification	1	LS	8" and 12" ML&PCS Installation**	165,000.00	165,000.00
BASE BID TOTAL: \$ 4,190,156.00						

BID ALTERNATES

The Contractor shall state alternate prices for the work described below. The responsibility for determining quantities for the Alternates rests with the Contractor. Base Bid and Alternates shall include cost of all supporting elements required, so that no matter what combination of Base Bid and Alternates is accepted, that portion shall be a complete entity in itself. Work for all Alternates shall be in strict accordance with the applicable Contract Documents.

Bid Alternate 1 – Add Cost of Insurance Coverage:

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

Item No.	Spec. Sec. No.	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
80	7-3	ADD Cost of Commercial Liability Insurance Coverage	1	LS	Lump Sum	33,600
81	7-3	ADD Cost of Worker's Compensation Insurance Coverage	1	LS	Lump Sum	49,500
82	7-3	ADD Cost of Excess Liability or Umbrella Insurance Coverage	1	LS	Lump Sum	1,000
BID ALTERNATE NO. 1 TOTAL: \$ 84,100.00						

Bid Alternate 2 – Fiber Optic Conduit Extension Along Telegraph Avenue to 20th Street:

This alternative will be selected if the City decides to install additional fiber optics conduit along

Telegraph Avenue from 17th Street to 20th Street.

Item No.	Spec. Sec. No.	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
83	307-12.6	Interconnect System – 3" Conduit	1,200	LF	26.42	31,704.00
84	307-11.3	Interconnect System – No. 6E Pull Box	6	EA	740.00	4,440.00
BID ALTERNATE NO. 2 TOTAL: \$ 36,144.00						

LIST OF SUBCONTRACTORS

Bidders shall complete and submit ~~Schedule R~~ the Alameda CTC's FORM 1 with BID.

BID SECURITY

Accompanying this BID is Bidder's Bond

in an amount equal to at least ten percent of the total of the BID.

(INSERT THE WORDS "CASH (\$ 10%)", "CASHIER'S CHECK", "CERTIFIED CHECK," OR "BIDDER'S BOND", AS THE CASE MAY BE. REFER TO SPECIAL PROVISIONS SECTION 2-1.5 FOR FURTHER INFORMATION)

ADDENDA ACKNOWLEDGEMENT

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

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

CERTIFICATION OF EXCLUSION OF OCIP INSURANCE COSTS

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

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



A handwritten signature in black ink, appearing to read "Michael R. Hester".

Signature and Title of Bidder **Michael R. Hester, President
McGuire and Hester**

Date 1/26/15

Pages B11 – B16 are due no later than four (4) business days after bid opening to OPW – Contract Services. See NTB for contact information.

SCHEDULE OF VALUES FOR LUMP SUM ITEMS

Contractor shall complete schedule of values for the Lump Sum items in the Base Bid identified with a double-asterisk (**). Schedule of values may be submitted at time of bid, but no later than four (4) business days after bid opening by mail, email or messenger to the attention of OPW – Contract Services, Attn: Calvin Hao. See Notice to Bidders for contact information.

Failure to submit the schedule of values will result in your bid being deemed non-responsive.
Total for each Schedule of Values below shall match the total of that Bid Item in Base Bid above.

Bid Item No. 3 CLEARING AND GRUBBING:

Item No.	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
A	21,100	SF	Demo/Remove AC Pavement		
B	14,620	SF	Demo/Remove PCC Pavement		
C	1,835	LF	Remove Concrete Curb and Gutter		
D	420	SF	Demo/Remove Brick Pavers		
E	7	EA	Demo/Remove Existing Tree and Stump		
F	1	LS	Demo/Remove Existing Utilities		
G	1	LS	Adjust Utilities to Grade		
H	6	EA	Tree Protection		
I	2	EA	Remove Curb Inlet and Cap Pipe		
J	1	LS	Landscape Clearing and Grubbing		
Bid Item No. 3 TOTAL: \$					

** TO BE SUBMITTED UPON REQUEST **

Bid Item No. 63 TRAFFIC SIGNAL MODIFICATION – BROADWAY AT 15TH

Item No.	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
A	1	EA	Standard Type 16 with 20' Candelabra Pole		
B	1	EA	Standard Type 18		
C	1	EA	Standard Type 23 with 20' Candelabra Pole		
D	3	EA	Standard Type 15TS with 20' Candelabra Pole		
E	2	EA	1-B Pole (7')		
F	10	EA	145W LED Luminaire		
G	1	EA	PPB 1-B Pole		
H	3	EA	Signal Head: SV/TV-1 – LED Red/Yellow/Green		
I	2	EA	Signal Head: SV/TV-2 – LED Red/Yellow/Green		
J	6	EA	Signal Head: MAS/MAT – LED Red/Yellow/Green		
K	4	EA	Ped Head: SP/TP-1 – LED Hand (Red), Walking Man (White)		
L	1	EA	Ped Head: SP/TP-2 – LED Hand (Red), Walking Man (White)		
M	6	EA	Ped Push Button		
N	6	EA	Backplate		
O	9	EA	Pullbox S		
P	1	EA	Pullbox 6E		
Q	4	EA	Video Detection Camera (Per Approach)		
R	1,230	LF	Video Detection Cable		
S	6,310	LF	Conductor Cable		
T	30	LF	Conduit: 1 1/2" and 2"		

**** TO BE SUBMITTED UPON REQUEST ****

ADDENDUM 1

U	405	LF	Conduit: 3"		
V	1	EA	Service Cabinet, Type III-CF		
W	1	EA	Controller & Cabinet Assembly (reinstall)		
X	3	EA	Internally Illuminated Street Name Sign (iISNS)		
Y	2	EA	Vehicle Preempt System (Per Approach)		
Z	490	LF	Vehicle Preempt Cable		
AA	1	EA	GPS Radio Antenna		
BB	190	LF	GPS Radio Cable		
CC	3	EA	Mast Arm Sign		
DD	3	EA	Sign on Pole		
EE	1	EA	Sign and Post		
FF	1	LS	Removals		
Bid Item No. 63 TOTAL: \$					

Bid Item No. 64 TRAFFIC SIGNAL MODIFICATION – BROADWAY AT 16TH

Item No.	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
A	1	EA	Standard Type 16 with 20' Candelabra Pole		
B	2	EA	145W LED Luminaire		
C	1	EA	Signal Head: SV/TV-2 – LED Red/Yellow/Green		
D	1	EA	Signal Head: MAS/MAT – LED Red/Yellow/Green		
E	1	EA	Red Head: SP/TP-1 – LED Hand (Red), Walking Man (White)		
F	1	EA	Red Push Button		

**** TO BE SUBMITTED UPON REQUEST ****

ADDENDUM 1

G	1	EA	Backplate		
H	4	EA	Pullbox 6		
I	590	LF	Conductor Cable		
J	100	LF	Conduit: 1-1/2" and 2"		
K	75	LF	Conduit: 3"		
L	1	LS	Removals		
Bid Item No. 64 TOTAL: \$					

Bid Item No. 65 TRAFFIC SIGNAL MODIFICATION – TELEGRAPH AVENUE AT 16TH STREET

Item No.	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
A	1	EA	Standard Type 15IS with 20' Candelabra Pole		
B	1	EA	Standard Type 16 with 20' Candelabra Pole		
C	3	EA	1-B Pole (7')		
D	4	EA	145W LED Luminaire		
E	2	EA	Signal Head: SV/TV-1 – LED Red/Yellow/Green		
F	1	EA	Signal Head: MAS/MAT – LED Red/Yellow/Green		
G	5	EA	Ped Head: SP/TP-1 – LED Hand (Red), Walking Man (White)		
H	5	EA	Ped Push Button		
I	1	EA	Backplate		
J	3	EA	Pullbox 6		
K	2	EA	Pullbox 6		
L	2	EA	Video Detection Camera (Per Approach)		

M	330	LF	Video Detection Cable		
N	2,285	LF	Conductor Cable		
O	85	LF	Conduit: 1-1/2" and 2"		
P	215	LF	Conduit: 3"		
Q	5	LF	Conduit: 4"		
R	1	EA	Service Cabinet, Type III-CF		
S	1	EA	Controller & Cabinet Assembly (reinstall)		
T	1	EA	Internally Illuminated Street Name Sign (IISNS)		
U	2	EA	Vehicle Preempt System (Per Approach)		
V	150	LF	Vehicle Preempt Cable		
W	1	LS	Removals		
Bid Item No. 65 TOTAL: \$					

Bid Item No. 66 TRAFFIC SIGNAL MODIFICATION – TELEGRAPH AVENUE AT 17TH STREET

Item No.	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
A	1	EA	Standard Type 17		
B	1	EA	Standard Type 16		
C	1	EA	Standard Type 15TS		
D	3	EA	118W LED Luminaire		
E	2	EA	Signal Head: SV/TV-1 – LED Red/Yellow/Green		
F	1	EA	Signal Head: SV/TV-2 -- LED Red/Yellow/Green		
G	2	EA	Signal Head: MAS/MAT – LED Red/Yellow/Green		

**** TO BE SUBMITTED UPON REQUEST ****

ADDENDUM 1

H	3	EA	Ped Head: SP/TP-2 – LED Hand (Red), Walking Man (White)		
I	3	EA	Ped Push Button		
J	3	EA	Backplate		
K	4	EA	Pullbox 6		
L	1	EA	Pullbox 6E		
M	3	EA	Video Detection Camera (Per Approach)		
N	385	LF	Video Detection Cable		
O	2,095	LF	Conductor Cable		
P	290	LF	Conduit: 3"		
Q	1	EA	Service Cabinet, Type III-AF		
R	1	EA	Controller & Cabinet Assembly		
S	2	EA	Internally Illuminated Street Name Sign (IISNS)		
T	2	EA	Vehicle Preempt System (Per Approach)		
U	205	LF	Vehicle Preempt Cable		
V	2	EA	Mast Arm Sign		
W	1	LS	Removals		
Bid Item No. 66 TOTAL: \$					

Executed in Triplicate

Bond No. **929601782**

Premium: **\$31,432.00**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That McGuire and Hester,
(Contractor Name)

a Corporation, as Principal, and Western Surety Company,
(corporation, partnership or individual) (Surety Name)

***South Dakota**

a corporation organized and existing under the laws of, and authorized to transact a general surety business in, the State of California, are held and firmly bound unto the **City of Oakland**, a municipal corporation, as Obligee, in the sum of **Four Million One Hundred Ninety Thousand One Hundred Fifty-Six Dollars (\$4,190,156.00)**, lawful money of the United States of America, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that

WHEREAS, Principal has entered into a contract dated **March 24, 2015** with Obligee to furnish all necessary machinery, tools, apparatus, other means of construction, and all the materials specified by the contract to do the work in the manner and time prescribed by and in accordance with Drawings and Specifications for **Project No. C464560 - Latham Square Streetscape Improvements** and **Contractor's bid dated January 26, 2015**. Said work shall be commenced on the date of the Notice to Proceed and shall be completed within **180 CALENDAR working days** of said date.

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

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

IN WITNESS WHEREOF, the instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this * 25th day of March of 2015.

McGuire and Hester [Seal]
(Contractor Name)

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

Title: Robert C. Doud, Exec VP/CFO

Western Surety Company

(Surety Name)
By: [Signature] [Seal]
Yvonne Roncagliolo, Attorney-in-Fact

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

CALIFORNIA ALL-PURPOSE 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 Alameda)

On 04/01/2015 before me, Shawna Kay Olgin, Notary Public

Date

Here Insert Name and Title of the Officer

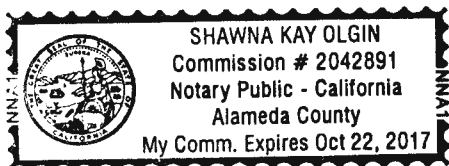
personally appeared Robert C. Doud

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.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: Performance Bond Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert C. Doud

☒ Corporate Officer — Title(s): Exec VP/CFO

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: McGuire and Hester

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

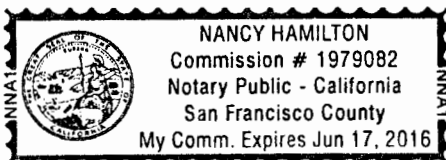
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)
On 3/25/2015 before me, Nancy Hamilton, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Yvonne Roncagliolo
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.



Signature Nancy Hamilton
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: Yvonne Roncagliolo
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence J Coyne, Charles R Shoemaker, Nancy L Hamilton, Roger C Dickinson, Stanley D Loar, Joan De Luca, Thomas E Hughes, Mark M Munekawa, Kelly Holtemann, Yvonne Roncagliolo, Nerissa S Bartolome, S Nicole Evans, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of March, 2015.



WESTERN SURETY COMPANY

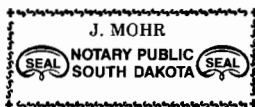
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of March, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation 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 corporation this 25th day of March, 2015.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Executed in Triplicate

Bond No. 929601782

Premium: Included in Performance Bond

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That McGuire and Hester,
(Contractor Name)

a Corporation, as Principal, and Western Surety Company,
(corporation, partnership or individual) (Surety Name)

***South Dakota**

a corporation organized and existing under the laws of, and authorized to transact a general surety business in, the State of California, are held and firmly bound unto the **City of Oakland**, a municipal corporation, as Obligee, in the sum of **Four Million One Hundred Ninety Thousand One Hundred Fifty-Six Dollars (\$4,190,156.00)**, lawful money of the United States of America, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that

WHEREAS, Principal has entered into a contract dated **March 24, 2015** with Obligee to furnish all necessary machinery, tools, apparatus, other means of construction, and all the materials specified by the contract to do the work in the manner and time prescribed by and in accordance with Drawings and Specifications for **Project No. C464560 - Latham Square Streetscape Improvements** and **Contractor's bid dated January 26, 2015**. Said work shall be commenced on the date of the Notice to Proceed and shall be completed within **180 CALENDAR working days** of said date.

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

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

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

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

IN WITNESS WHEREOF, the instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this * 25th day of March of 2015.

McGuire and Hester [Seal]
(Contractor Name)

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

Title: Robert C. Doud, Exec VP/CFO

Western Surety Company

(Surety Name)

By: [Signature] [Seal]

Yvonne Roncagliolo, Attorney-in-Fact

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

CALIFORNIA ALL-PURPOSE 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 Alameda)On 04/01/2015 before me, Shawna Kay Olgin, Notary Public

Date

Here Insert Name and Title of the Officer

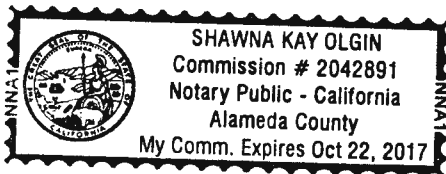
personally appeared Robert C. Doud

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.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Payment Bond Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Robert C. Doud☒ Corporate Officer — Title(s): Exec VP/CFO☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____Signer Is Representing: McGuire and Hester

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

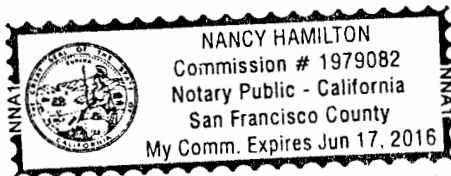
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of, San Francisco)
On 3/25/2015 before me, Nancy Hamilton, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Yvonne Roncagliolo
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.



Signature Nancy Hamilton
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: Yvonne Roncagliolo
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence J Coyne, Charles R Shoemaker, Nancy L Hamilton, Roger C Dickinson, Stanley D Loar, Joan De Luca, Thomas E Hughes, Mark M Munekawa, Kelly Holtemann, Yvonne Roncagliolo, Nerissa S Bartolome, S Nicole Evans, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of March, 2015.



WESTERN SURETY COMPANY

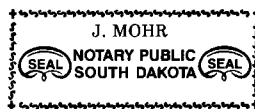
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of March, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation 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 corporation this 25th day of March, 2015.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



ALLIANT COMMERCIAL GROUP

April 27, 2015

RE: Contractor OCIP Enrollment Compliance Certification
Project No: C464560

To Whom it May Concern,

As of April 23, 2015, McGuire and Hester (Contractor) has provided a full and complete copy of the OCIP enrollment form for the Latham Square Streetscape Improvements Project. Upon request from the City of Oakland (City), Contractor's enrollment in the OCIP program will be made effective to coincide with the Notice to Proceed issued to Contractor. Please note that Contractor's coverage will not be made effective until the City issues a request to Alliant Insurance Services, Inc.

Regards,

A handwritten signature in black ink, appearing to read "Mike Davidson", followed by a long horizontal line.

Mike Davidson
Producer



CERTIFICATE OF LIABILITY INSURANCE

PACITRE-02

SKERR

DATE (MM/DD/YYYY)

4/22/2015

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 License # 0303587
ISU Sander Jacobs Cassayre Insurance Services
3200 Villa Lane
Napa, CA 94558

CONTACT

NAME:

PHONE (A/C, No, Ext): (707) 252-8822

FAX (A/C, No): (707) 253-8255

E-MAIL

ADDRESS: info@sanderjacobs.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Travelers Indemnity Co. of Connecticut

25682

INSURER B : Travelers Property Casualty Co of America

25674

INSURER C : STATE COMPENSATION INS. FUND OF CA

35076

INSURER D :

INSURER E :

INSURER F :

INSURED

Pacific Trenchless, Inc.
1776 11th Street
Oakland, CA 94607

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	DT22CO8B758795TCT14	05/27/2014	05/27/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 Deductible \$ 5,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		BA8B75879514CNS	05/27/2014	05/27/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			DTSMCUP8B758795TIL14	05/27/2014	05/27/2015	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	667626914	05/28/2014	05/28/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: C455620 On-Call Sanitary Sewer Emergency Projects - OCIP Off Site ops only with respects to General Liability, Workers Comp, Umbrella/Excess. When required by written contract The City of Oakland, its council members, directors, officers, agents, employees and volunteers are included as Additional Insured per policy forms CGD246 0805 (Off-site ops only) & CAT353 0310 attached. Coverage is primary and non-contributory per form CGD246 0805 (off-site ops only). Waiver of subrogation applies per policy form CGD316 11/11 attached (off-site ops only). Workers Compensation Waiver of Subrogation applies per policy form 2572 attached (off-site ops only). OCIP Exclusion attached.
30 day notice of cancellation, except 10 days for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Oakland PWA - Contract Services
250 Frank H. Ogawa Plaza
Suite 4314
Oakland, CA 94612

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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ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

REP D8
6676269-14
NEW
NC
7-07-83-23
PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

EFFECTIVE MAY 28, 2014 AT 12.01 A.M.
AND EXPIRING MAY 28, 2015 AT 12.01 A.M.

PACIFIC TRENCHLESS, INC.
1776 11TH STREET
OAKLAND, CA 94607

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.


SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JUNE 6, 2014


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ALL PROJECTS SUBJECT TO A
WRAP-UP INSURANCE PROGRAM
WITH LIMITED EXCEPTIONS FOR CERTAIN ONGOING
OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SELF-INSURED EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to "bodily injury" or "property damage" arising out of any project that is or was subject to a "wrap-up insurance program".

This exclusion does not apply to "bodily injury" or "property damage" arising out of your ongoing operations that:

- a. Are being performed at any location owned by, or rented to, you that is outside the project site for that project and is not covered by the "wrap-up insurance program" for that project; or
- b. Are punch list or warranty work, if coverage was available to the insured under the "wrap-up insurance program" for "bodily injury" or "property damage" arising out of your ongoing operations and the "bodily injury" or

"property damage" occurs after the expiration of all such coverage.

The exceptions in this exclusion do not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" even if you are required to provide such coverage for an additional insured by a written contract or agreement.

2. The following is added to Section V – Definitions:

"Wrap-up insurance program" means any agreement or arrangement, including any contractor-controlled, owner-controlled or similar insurance program, under which some or all of the contractors working on a specific project, or specific projects, are required to participate in a program to obtain insurance that:

- a. Includes the same or similar insurance as that provided by this Coverage Part; and
- b. Is issued specifically for injury or damage arising out of such project or projects.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

#C0719487008578

- any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Aircraft Chartered With Pilot B. Damage To Premises Rented To You C. Increased Supplementary Payments D. Incidental Medical Malpractice E. Who Is An Insured – Newly Acquired Or Formed Organizations F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | <ul style="list-style-type: none"> H. Blanket Additional Insured – Lessors Of Leased Equipment I. Blanket Additional Insured – States Or Political Subdivisions – Permits J. Knowledge And Notice Of Occurrence Or Offense K. Unintentional Omission L. Blanket Waiver Of Subrogation M. Amended Bodily Injury Definition N. Contractual Liability – Railroads |
|--|---|

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.
2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A. BODILY

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.

3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, 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 premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
 - (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company; or
 - (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed; subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE****ACCOUNT
NUMBER**

1939017

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

PACIFIC TRENCHLESS INC

EXPIRATION DATE

12/31/2015

BUSINESS LOCATION

1776 11TH ST

OAKLAND, CA 94607-1436

BUSINESS TYPE

H Construction Contractors



NAME

PACIFIC TRENCHLESS INC

MAILING ADDRESS

1776 11TH ST

OAKLAND, CA, 94607-1436



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

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

PUBLIC INFORMATION
ABOVE THIS LINE TO BE
CONSPICUOUSLY POSTED!

Contractor's License Detail for License # 776788

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

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

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

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

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

Business Information

PACIFIC TRENCHLESS INC
1776 11ST STREET
OAKLAND, CA 94607
Business Phone Number:(510) 986-0244

Entity Corporation

Issue Date 03/29/2000

Expire Date 03/31/2016

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: SC6039852

Bond Amount: \$12,500

Effective Date: 03/02/2009

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) HONEYMAN AIDAN TONY certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.

Effective Date: 03/29/2000

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number:6676269

Effective Date: 05/28/2014

Expire Date: 05/28/2015

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



City of Oakland

Equal Benefits Ordinance

Certificate of Compliance

is hereby awarded to

Pacific Trenchless Inc.

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

Deborah Barnes

Deborah Barnes
Contract Compliance & Employment Services Manager

September 8, 2006




Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. PACIFIC TRENCHLESS INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 1776 11TH STREET	Requester's name and address (optional) CITY OF OAKLAND
	6 City, state, and ZIP code OAKLAND, CA 607	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td></tr><tr><td colspan="11">or</td></tr><tr><td colspan="11">Employer identification number</td></tr><tr><td>9</td><td>4</td><td>-</td><td>3</td><td>3</td><td>6</td><td>1</td><td>3</td><td>5</td><td>1</td><td></td></tr></table>	Social security number												-				-				or											Employer identification number											9	4	-	3	3	6	1	3	5	1	
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or																																																						
Employer identification number																																																						
9	4	-	3	3	6	1	3	5	1																																													

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	<table border="1"><tr><td>Sign Here</td><td>Signature of U.S. person ▶ </td><td>Date ▶ 04/23/15</td></tr></table>	Sign Here	Signature of U.S. person ▶ 	Date ▶ 04/23/15
Sign Here	Signature of U.S. person ▶ 	Date ▶ 04/23/15		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Combined Contract Schedules



Business Name Pacific Trevenness Inc. Phone (510) 986-0244 Email: pacifictrevenness@gmail.com
 Address 1776 11th Street City Oakland State CA Zip 94607 Federal ID # 94-3361351
 City of Oakland Business License Number 1939017 Completed by: Ann Cassery Phone if different _____

Schedule B-2 and C-1 – (Declaration of Compliance with the Arizona Resolution 82727 and Declaration of Compliance with the Americans with Disabilities Act)

- ☒ I declare under penalty of perjury that my company is NOT headquartered in Arizona. OR
☐ I declare under penalty of perjury that my company is headquartered in Arizona and my proposal/bid should be considered because _____
☒ I declare under penalty of perjury that my company will comply with the City Of Oakland American with Disabilities Act obligations.

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

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

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

Ownership Interests

All owners must be listed in this information

Ethnicity	African American	American Indian/Alaskan Native	Asian/Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners				2			
% Of Total Ownership				100%			
Women							
Joint Venture Ownership							

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

SLEB Certified, No. 6330, Expires 10/31/2015
(Certification Attached)

City Administrator's Office, Contracts and Compliance Division

Small Local Business Enterprise

Presented to:

PACIFIC TRENCHLESS, INC.

Services Provided:

A — General Engineering Contractor

6330

31-Oct-15

Certification Number

Expiration Date

Shelley Dagensburg

10-14-13

Shelley Dagensburg,
Senior Contract Compliance Officer

Date



CITY OF OAKLAND

Part III - Ethnicity and Gender of Employees:

Employment Category	Total Employees	Oakland Residents	Male							Female					
			African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other	African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other	
Project Management	2	0				2									
Professional															
Technical															
Clerical															
Trades	15	10					15								

Schedule K - (Pending Dispute Disclosure)

1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? (Please circle one) Yes **No**

2. If "Yes", please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: _____
 Date: _____ Official(s), Staff person(s) involved: _____ Administering Department/Division: _____
 Issues: _____ (check) _____ Additional Disputes listed on Attachment _____

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

SCHEDULE M - NOT APPLICABLE
 Please answer the "Yes or No" questions. If "Yes", a brief explanation is required and there is no space on this form, please attach a separate sheet. The information entered into with you.
 NOTE: CORPORATIONS MUST PROVIDE THE CORPORATE FEDERAL TAXPAYER NUMBER IN THE SPACE ABOVE AND ATTACH A CALIFORNIA SECRETARY OF STATE BUSINESS REGISTRATION RECORD (FROM WEBSITE) SHOWING "ACTIVE" STATUS. CORPORATIONS ARE NOT REQUIRED TO COMPLETE THE REMAINDER OF THIS FORM, BUT A CORPORATE REPRESENTATIVE MUST SIGN.

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

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

20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self-employment purposes.	Yes	No

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION.

FOR CITY USE ONLY

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

Date _____ City Attorney/Assistant City Attorney/Deputy City Attorney _____

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

SCHEDULE N NOT APPLICABLE

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

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

Section A. Contractor Information

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

Section B. Compliance

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

Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

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

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

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

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

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

Schedule U – (Compliance Commitment Agreement)

- ☒ I have read the City of Oakland’s Local/Small Local Business Enterprise Program (L/SLBE) and declare that I will achieve the 50% L/SLBE participation requirement as described in the L/SLBE program including 50% of the total trucking dollars to

certified Oakland Local Truckers. If I fail to satisfy the proposed 50% L/SLBE participation requirement, I may be assessed a penalty equal to 1 and ½ times the shortfall. The 25% Small Local Business Enterprise (SLBE) subcontracting requirement is waived for Oakland certified local businesses competing for **professional services** contracts as the prime consultant.

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

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

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

AFFIRMATIVE ACTION

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

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

Name of Individual: Alan Cassery

Title: Vice-President

Signature: 

Date: 04/23/15

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

Schedule O

CAMPAIGN CONTRIBUTION REPORTING

REQUIREMENTS

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

City Representative: Gunawan Santoso Phone 510-238-7260 Project Spec No. C455620 REBID
Department: OPW - BEC Contract Name: The On-Call Sanitary Sewers Emerg. Proj. FY14-15

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

Contractor Name Pacific Trenchless Inc. Phone (510) 986-0244
Street Address 1776 11th Street City OAKLAND State Ca Zip 94607

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

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

Individual or Business Name ~~NA~~ Phone
Street Address City ~~A~~ State Zip


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

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

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

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

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

 01/28/15
Signature Date
ALAN CASSELY Vice-President
Print Name of Signer Position

To be Completed by City of Oakland after completion of the form

Date Received by City: By

Date Entered on Contractor Database: By

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

01/29/15

<http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023389.pdf>

Sign

Project Name: DN-Care Senior Emergency 2014-15

Prime Contractor: PACIFIC TRENCHESS INC. 1852 / 2004
OAKLAND
Contract No.: C455620 PERBID
(inserting by the City of San Francisco)

Project No.: C455620 REB ID

Project Name: DN-Care Senior Emergency 2014-15

Sign

[illegible]

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

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

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

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

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