

Board Office Use: Legislative File Info.	
File ID Number	10-2121
Committee	Facilities
Introduction Date	8-31-2010
Enactment Number	10-1761
Enactment Date	9-7-10



OAKLAND UNIFIED  
SCHOOL DISTRICT

## Memo

**To** Board of Education

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

**Board Meeting Date** September 8, 2010

**Subject** Amendment No. 2 - Gary Doupnik Manufacturing - Cox New Classroom Building Project

**Action Requested** Approval by Board of Education of Amendment No. 2 with Gary Doupnik Manufacturing for Additional Mobile Housing Services on behalf of the District for the Cox New Classroom Building Project, increasing the contract by a not to exceed amount of \$876.00, increasing previous contract amount from \$39,600.00 to a not to exceed amount of \$40,476.00 and revising the end date from December 30, 2009 to December 31, 2010. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** In order to avoid the Contractor seeking a delay as result of the portables not being relocated offsite it was agreed upon that the District would cover the Premium Portion Only of the Holiday Rates.

**Local Business Participation Percentage** 0.00% (Specialty Service)

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland



## OAKLAND UNIFIED SCHOOL DISTRICT

Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

### **Recommendation**

Approval by Board of Education of Amendment No. 2 with Gary Doupnik Manufacturing for Additional Mobile Housing Services on behalf of the District for the Cox New Classroom Building Project , increasing the contract by a not to exceed amount of \$876.00, increasing previous contract amount from \$39,600.00 to a not to exceed amount of \$40,476.00 and revising the end date from December 30, 2009 to December 31, 2010. All remaining portions of the agreement shall remain in full force and effect as originally stated.

### **Fiscal Impact**

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

### **Attachments**

- Professional Services Contract including scope of work

### **Key Code:**

**1109901823-6278**

## AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Gary Doupnik Manufacturing. OUSD entered into an Agreement with CONTRACTOR for services on July 1, 2008, and the parties agree to amend that Agreement as follows:

1.	<b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: The scope of the project is to pay additional Holiday (Premium Portion only) for work on July 5, 2010 at \$36.50 per MH. Three (3) Carpenters working (8) hours at \$36.50 = 24 MH.</p>			
2.	<b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional <b>One year</b> (days/weeks/months), and the amended expiration date is <b>December 31, 2010</b>.</p>			
3.	<b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of <b>\$876.00 to original contract amount</b></p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <b>Forty thousand, four hundred seventy-six dollars (\$40,476.00)</b></p>			

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

5. **Amendment History:**

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


No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	1-13-2010	The scope of the project is for the consultant to provide an extension of the leasing contract for two (2) used 24' x 40' portable classrooms. The lease is to be extended for six (6) months at a rate of \$500.00 per portable, due to a District requested change, whereas the construction of the New Building did not begin in the timeframe that was initially anticipated when the phasing schedule was done for the site.	\$6,000.00

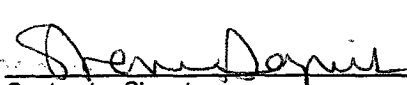
6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

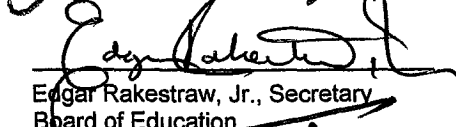
OAKLAND UNIFIED SCHOOL DISTRICT

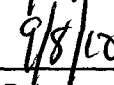
CONTRACTOR

  
Gary Yee, President, Board of Education

  
Date 9/8/10

  
Contractor Signature Date 9/5/10

  
Edgar Rakestraw, Jr., Secretary  
Board of Education

  
Date 9/8/10

  
Print Name, Title

  
Timothy White, Assistant Superintendent  
Facilities, Planning and Management

  
Date

LEGISLATIVE FILE

File ID No. 10-2121  
Introduction Date 8-31-10  
Enactment No. 10-1701  
Enactment Date 9-7-10



**EXHIBIT "A" Scope of Work****DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is made part of this Agreement.

**SCOPE OF WORK**

**Contractor Name:** Gary Doupnik Manufacturing

**Billing Rate:** Eight hundred seventy-six dollars and no cents (\$876.00)

**Description of Services to be Provided**

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

**1. Goals or Objectives**

What are you trying to achieve with this contract? What are the goals of your partnership?

**In order to avoid the Contractor seeking a delay as a result of the portables not being relocated offsite, it was agreed upon that the District would cover the Premium Portion Only of the Holiday Rates.**

**2. Description of Services to be Provided**

**The scope of the project is for the District to provide Premium Portion of work provided at Holiday rates for the three (3) carpenters working at \$36.60 = 24 Man Hours**

**3. Deliverables**

List the specific things the contractor will deliver as a result of this contract. Deliverables should be quantifiable.

**NA**

**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

**NA**





# GARY DOUPNIK MANUFACTURING, INC.

## Amendment #2 – GDMfg No. 543

DATE: July 8, 2010

Project Amendment Number.                     #2                     GDMfg Serial No. 1015

Owner: Oakland Unified School District

Attn: Matthew Carpenter, [MBCarpenter@mccarthy.com](mailto:MBCarpenter@mccarthy.com)

Project Location:

Cox Elementary School

**Description : Amendment #2 on Cox New Building Project #03049-4**

Additional Holiday Time (Premium Portion Only) for work on July 5, 2010 at \$36.50 per MH

Three (3) Carpenters working (8) hours at \$36.50 = 24 MH

Total

**\$876.00**

=====

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

**PLEASE SIGN AND RETURN TO OUR OFFICE  
AS AUTHORIZATION TO PROCEED**

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Department of Facilities Planning and Management**  
**AGREEMENT REQUEST FORM**

Funding Source: \_\_\_\_\_

Budget Number: \_\_\_\_\_

**SECTION IV. L/LS/LSRBE - RATIONAL FOR NON COMPLIANCE CHECK LIST**

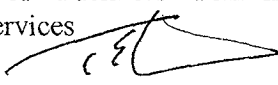
1.)	<b>Specialty Service:</b> This contractor provides a unique / specialty service that is currently not available from a certified L/S/SLRBE. Government Code § 53060 / school districts may contract without bidding for, "special services and advice in financial, economic, accounting, . . . legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required."	✓
2.)	<b>District Discretion</b> under L/SL/SLRBE due to lack of certified firms at time of bid: If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 20% requirement may be re-set from 19 % to 0%, depending on the particular circumstances at time of bid.	
3.)	<b>Futility:</b> It would be futile to require that the contract be subjected to the L/SL/SLRBE due to (circle one) COST / TIME CONSTRAINTS / NO CERTIFIED BIDDERS. California law provides that "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage...the statute requiring competitive bidding does not apply." (Hiller v. City of Los Angeles (1961) 197 Cal. App. 2d 685, 694.)	
4.)	<b>Field Test</b> / (1) In order that a field test or experiment may be made to determine the product's suitability for future use. PUBLIC CONTRACT CODE SECTION 3400-3410	
5.)	<b>Product Match</b> /(2) In order to match other products in use on a particular public improvement either completed or in the course of completion. PUBLIC CONTRACT CODE SECTION 3400-3410	
6.)	<b>Sole Source</b> / (3) In order to obtain a necessary item that is only available from one source. PUBLIC CONTRACT CODE SECTION 3400-3410	
7.)	<b>Emergency Repair</b> / (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals. PUBLIC CONTRACT CODE SECTION 3400-3410 / See also: Public Contract Code Section 1102. "Emergency," as used in this code, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.	

## LEGISLATIVE FILE

File ID No. 09-3408  
Introduction Date 1-5-2010  
Enactment No. 10-0114  
Enactment Date 1/13/10  
By [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the Board of Education  
January 13, 2010

To: Board of Education

From: Tony Smith, Ed.D., Superintendent  
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services 

Subject: Amendment No. 1 - Gary Doupnik Manufacturing, Inc. - Cox New Classroom Building Project

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### ACTION REQUESTED

Approval by the Board of Education of Amendment No. 1 with Gary Doupnik Manufacturing, Inc. for Additional Portable Lease Services on behalf of the District for the Cox New Classroom Building Project, increasing the contract by a not to exceed amount of \$6,000.00, increasing previous contract amount from \$33,600.00 to a not to exceed amount of \$39,600.00 and revising the end date from December 30, 2009 to June 30, 2010. All remaining portions of the agreement shall remain in full force and effect as originally stated.

### BACKGROUND

Construction on the New Classroom Building did not begin in the timeframe that was initially anticipated when the phasing schedule was done on the site. The late start did not allow for the New Classroom Building to be completed by the end of 2009. The portables were scheduled to be removed at the end of 2009 after the New Building was completed, this will now have to be done after the school year at the end of June 2010.

### STRATEGIC ALIGNMENT

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland

Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

### **DISCUSSION**

The scope of the project is for the consultant to provide an extension of the leasing contract for two (2) used 24' x 40' portable classrooms. The lease is to be extended for six (6) months at a rate of \$500.00 per portable, due to a District requested change, whereas the construction of the New Building did not begin in the timeframe that was initially anticipated when the phasing schedule was done for the site.

### **FISCAL IMPACT**

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

### **RECOMMENDATION**

Approval by the Board of Education of Amendment No. 1 with Gary Doupnik Manufacturing, Inc. for Additional Portable Lease Services on behalf of the District for the Cox New Classroom Building Project, increasing the contract by a not to exceed amount of \$6,000.00, increasing previous contract amount from \$33,600.00 to a not to exceed amount of \$39,600.00 and revising the end date from December 30, 2009 to June 30, 2010. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 1109901823-6278

**AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES**

**WITH**

**Gary Doupnik Manufacturing, Inc.**

**FOR**

**Additional Services for the  
Cox New Classroom Building Project**

**Project Number: 03049.4**

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**OAKLAND UNIFIED SCHOOL DISTRICT**

**November 19, 2009**

11/19/09  
PLANNING  
DEPARTMENT

AMENDMENT NO.1 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE  
OAKLAND UNIFIED SCHOOL DISTRICT AND GARY DOUPNIK MANUFACTURING, INC.  
DATED JUNE 1, 2008

This 1<sup>st</sup> Amendment is entered into this 19th day of November, 2009 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND GARY DOUPNIK MANUFACTURING, INC. ("CONSULTANT") for the Cox New Classroom Building.

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional portable leases services provided by CONSULTANT. Whereas the consultant is to provide an extension of the leasing contract for two (2) used 24' x 40' portable classrooms. The lease is to be extended for six (6) months at a rate of \$500.00 per portable, due to a District requested change, whereas the construction of the New Building did not begin in the timeframe that was initially anticipated when the phasing schedule was done for the site.

NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

**I. SCOPE OF WORK**

*Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for added costs:*

*The scope of the project is to provide an extension of the leasing contract for two (2) used 24' x 40' portable classrooms. The lease is to be extended for six (6) months at a rate of \$500.00 per portable.*

**II. COMPENSATION**

*Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional portable leases services for Cox New Classroom Building Project. The present fee of \$33,600.00 is hereby increased by a not-to-exceed amount of \$6,000.00 for a new total contract amount of \$39,600.00.*

*The Fees for the above scope of work are as follows:*

*Total of Scope Items*

	<i>Scope Item</i>	<i>Amount</i>
1)	2-24'x40' Serial #0888.1 and 0888.2 Extend for 6 months	\$6,000.00
	<i>Grand Total</i>	<i>\$6,000.00</i>

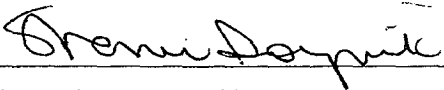
**III. PROJECT SCHEDULE**

*Appendix C is hereby modified to extend the end date from December 30, 2009 to June 30, 2010.*

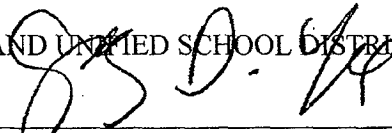
All remaining portions of the agreement shall remain in full force and effect as originally stated.

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

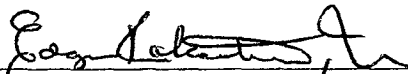
CONSULTANT: Gary Doupnik Manufacturing, Inc.

By:   
Sherrie Doupnik  
Title: President

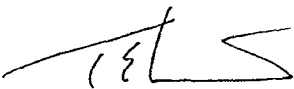
Dated: 11/23/09

OAKLAND UNITED SCHOOL DISTRICT  
By:   
Noel Gallo, President of the Board of Education

Dated: 1/14/10


By:   
Edgar Rakestraw, Jr., District Secretary

Dated: 1/14/10

By:  12/18/09  
Timothy E. White, Assistant Superintendent,  
Division of Facilities, Planning & Management

Dated: \_\_\_\_\_

Approved as to form:

  
Cate Boskoff, Facilities Counsel

Dated: 12.18.09

Attachments: Agreement for Professional Services with Gary Doupnik Manufacturing, Inc. dated June 1, 2008

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



# CERTIFICATE OF LIABILITY INSURANCE

OP ID JS  
GARYD-1

DATE (MM/DD/YYYY)

11/24/09

<b>PRODUCER</b> InterWest Insurance Services License #0B01094 P.O. Box 255188 Sacramento CA 95865-5188 Phone: 916-488-3100 Fax: 916-979-7992		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b>  Gary Doupnik Manufacturing Inc P.O. Box 527 Loomis CA 95650		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A	Wat'l Fire Ins Co of Hartford
		INSURER B	Continental Insurance Company
		INSURER C	Transportation Ins Company
		INSURER D	Insurance Co. of the West
		INSURER E	

## COVERAGES

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

INSR	ADD'L	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	C2088964016	03/01/09	03/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B				AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	C2088964100	03/01/09	03/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
				GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
C				EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	C2088964064	03/01/09	03/01/10	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
D				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below OTHER	WSA500160000	06/01/09	06/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Project #03049.4, Cox New Classroom Building Project. Oakland Unified School District its directors, officers, employees, agents and representatives are named as Additional Insured per the attached G-144041-B.  
 \*10 day notice of cancellation applies for non payment of premium

## CERTIFICATE HOLDER

OAK0955  
 Oakland Unified School District  
 955 High Street  
 Oakland CA 94601

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*W. H. F.*



## **IMPORTANT**

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

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

## **DISCLAIMER**

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

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

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

**MANUFACTURERS GENERAL LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

**1. PROPERTY DAMAGE - PATTERNS, MOLDS AND DIES**

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

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

**2. ADDITIONAL INSURED - BLANKET VENDORS**

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

**1. The insurance afforded the vendor does not apply to:**

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

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

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

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

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

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

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

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

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

3. This provision 2. does not apply to any vendor included as an insured by an



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

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

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

### 3. MISCELLANEOUS ADDITIONAL INSUREDS

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

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

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

#### a. Additional Insured – "Your Work"

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

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

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

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

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

#### b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

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

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

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

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

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

#### c. Controlling Interest

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

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

This insurance does not apply to structural alterations, new construction



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and demolition operations performed by or for such additional insured.

**d. Managers or Lessors of Premises**

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

This insurance does not apply to:

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

**e. Mortgagee, Assignee or Receiver**

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

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

**f. Owners/Other Interests - Land is Leased**

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

This insurance does not apply to:

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

**g. Co-owner of Insured Premises**

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

**h. Lessor of Equipment**

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

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

This insurance does not apply:

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

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

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

**4. Other Insurance**

**b. Excess Insurance**

This insurance is excess over:

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

**4. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

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



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

#### 5. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

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

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

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

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

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

#### 6. PARTNERSHIP OR JOINT VENTURES

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

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

#### 7. EMPLOYEES AS INSURED – HEALTH CARE SERVICES

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

#### 8. SUPPLEMENTARY PAYMENTS

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

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

#### 9. MEDICAL PAYMENTS

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

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

- (1) \$15,000; or
- (2) The amount shown in the Declarations for Medical Expense Limit.

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

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

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

#### 10. NON-OWNED WATERCRAFT

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

- (2) A watercraft you do not own that is:
  - (a) Less than 55 feet long; and
  - (b) Not being used to carry persons or property for a charge.

#### 11. NON-OWNED AIRCRAFT

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

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

#### 12. LEGAL LIABILITY – DAMAGE TO PREMISES

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



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"Property damage" to:

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

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

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

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

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

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

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

the "products-completed operations hazard".

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

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

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

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

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

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

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

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

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

### 13. BROAD KNOWLEDGE OF OCCURRENCE

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

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



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

#### 14. NOTICE OF OCCURRENCE

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

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

#### 15. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

#### 16. EXPANDED PERSONAL AND ADVERTISING INJURY

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

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

B. Exclusions of **Section I – Coverage B – Personal and Advertising Injury Liability** is amended to include the following:

##### o. Discrimination Relating To Room, Dwelling or Premises

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

##### p. Fines Or Penalties

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

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

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

#### 17. BODILY INJURY

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

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

#### 18. EXPECTED OR INTENDED INJURY

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

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

#### 19. LIBERALIZATION CLAUSE

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



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

**20. PROPERTY DAMAGE – ELEVATORS**

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

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



# ROUTING FORM

Check contract title: ☐ Professional Services Contract ☒ Amendment to PCS ☐ Cox New Classroom Building-Amendment 1

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information			
Contractor Name	Gary Douppnik Manufacturing, Inc.		Contractor's Contact Person
Street Address	P.O. Box 527		Sherrie Douppnik
City	Loomis	Title	Project Manager
State	CA	Zip Code	95650-0527
Tax ID/Soc Sec #		Policy Expires	3-1-2010
		USD Project #	03049.4
Has Contractor been an OUSD contractor?		Has Contractor worked as an OUSD employee?	
If yes to either, list the name(s) and tax ID/social security number(s), if different.			

Term			
Date Work Will Begin	June 1, 2008	Date Work Will End By (not more than 5 years from start date)	June 30, 2010



Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$39,600.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 6,000.00
Other Expenses		Requisition Number	

Budget Information																			
Funding Resources				Org Key #								Object				Amount			
				Site			Program			F	Unique								
2	1	2	2	1	1	0	9	9	0	1	8	2	3	-	6	2	7	8	\$6,000.00
																			\$

Name of Funding Source: General Obligation Bond-Measure B

Program Information - Indicate the Number of Persons to Benefit from Services					
Grade Level (s)		Students		Teachers	
Administrators		Others (Please Specify)			

OUSD Contract Originator Information			
Name of OUSD Contact	Charles Love	Email	charles.love@ousd.k12.ca.us
Telephone	510-879-8389	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head			
Program Manager			
Contract Services			12-1-09
FCMAT Fiscal Advisors			
State Administrator			
Additional approvals may be needed if contract amount is greater than \$59,600			
Legal			
Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:

Contract Office Use Only			
Dates of Clearance	Submitted by:	Email Address	
TB	Fingerprint	YTD \$	Full Funding in Req.
		Current Employee	Unit Member Work Conflict

**LEGISLATIVE FILE**

File ID No. 08-1323  
Introduction Date 6-18-08  
Enactment No. 08-1134  
Enactment Date 6-18-08  
By R/O

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Office of the Board of Education  
June 11, 2008

To: Board of Education

From: Vincent Matthews, Interim State Administrator (Superintendent of Schools)  
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services

Subject: Lease Agreement between Gary Doupnik Manufacturing and Oakland Unified School District, in an amount of (\$33,600.00) thirty-three thousand, six hundred dollars and no cents for a term of eighteen (18) months.

**ACTION REQUESTED**

Approval by Board of Education of a Lease Agreement with Gary Doupnik Manufacturing Inc. for lease of real property for Cox New Classroom Building in an amount not to exceed (\$33,600.00) thirty-three thousand, six hundred dollars and no cents. The lease term shall be for the period not to exceed eighteen (18) months and will commence on July 1, 2008 and conclude on December 30, 2009.

**BACKGROUND**

Interim Housing is required due to the construction of the new two-story classroom building at Cox Elementary School.

**STRATEGIC ALIGNMENT**

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

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

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

### **DISCUSSION**

The scope of the project includes the leasing of two used 24'x40' classroom portables for the Cox site. Lease is to be for 18 months at \$8,000.00 per unit. Delivery and installation at a rate of \$5,000.00 per unit. Removal at the end of lease at \$3,800.00 per unit. Total for two classroom portables will be \$33,600.00 which includes ramp and landing, perimeter skirting, and DSA approved PC drawings.

<b>GDM Lease #</b>	<b>Building #1 705DH-0536.2</b>	<b>Building #2 705DH-0536.3</b>
Rent for 18 Months	\$8,000.00	\$8,000.00
Delivery and Installation	\$5,000.00	\$5,000.00
Removal at End of Lease	\$3,800.00	\$3,800.00
Lease per Building	\$16,800.00	\$16,800.00
<b>GRAND TOTAL</b>		<b>\$33,600.00</b>

### **FISCAL IMPACT**

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

### **RECOMMENDATION**

Approval by Board of Education of a Lease Agreement with Gary Doupnik Manufacturing Inc. for lease of real property for Cox New Classroom Building in an amount not to exceed (\$33,600.00) thirty-three thousand, six hundred dollars and no cents. The lease term shall be for the period not to exceed eighteen (18) months and will commence on July 1, 2008 and conclude on December 30, 2009.

Key code: 1109901824-6274

# ROUTING FORM

Check contract title: ☐ Professional Services Contract ☐ Amendment to PCS ☒ **Cox New Classrooms Bldg**

**This Form is NOT a Contract.** Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information			
Contractor Name	Gary Doupnik Manufacturing		Contractor's Contact Person
Street Address	P.O. Box 527		Sherri Doupnik
City	Loomis	Title	Project Manager
State	CA	Zip Code	95650
Tax ID/Soc Sec #		Telephone	916-652-9291
		Vendor #	
		OUSD Project #	03049.4
Has Contractor been an OUSD contractor?		Has Contractor worked as an OUSD employee?	
If yes to either, list the name(s) and tax ID/social security number(s), if different.			

Term			
Date Work Will Begin	July 1, 2008	Date Work Will End By (not more than 5 years from start date)	December 30, 2009

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$33,600.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information																		
Funding Resources				Org Key #								Object				Amount		
				Site				Program									F	Unique
2	1	2	2	1	1	0	9	9	0	1	8	2	3	6	2	7	8	\$33,600.00
																		\$

Name of Funding Source: General Obligation Bond-Measure B

Program Information – Indicate the Number of Persons to Benefit from Services							
Grade Level (s)		Students		Teachers		Parents	
Administrators		Others (Please Specify)					

OUSD Contract Originator Information			
Name of OUSD Contact	Tadashi Nakadegawa	Email	tadashi.nakadegawa@ousd.k12.ca.us
Telephone	510-879-2962	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head			
Program Manager			
Contract Services			
FCMAT Fiscal Advisors			
State Administrator			

**Additional approvals may be needed if contract amount is greater than \$59,600**

Legal			
Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:

Contract Office Use Only			
Dates of Clearance	Submitted by:	Email Address	
TB _____ Fingerprint _____	YTD \$ _____	Full Funding in Req. _____	Current Employee _____ Unit Member Work Conflict _____

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

THIS AGREEMENT is made as of the 6th day of May, 2008 by and between Gary Doupnik Manufacturing, whose local place of business is at P.O. Box 527, Loomis, CA 95650-0527 hereinafter called "LESSOR" or Gary Doupnik Manufacturing, and the Oakland Unified School District, hereinafter referred to as "DISTRICT", acting under and by virtue of the authority vested in DISTRICT by the laws of the State of California.

**LEASE/SUPPLY & INSTALLATION OF TEMPORARY PORTABLE BUILDINGS for**

Cox New Classroom Building School Portable Project  
At  
Cox New Classroom Building School  
Oakland, CA

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

**Article I. Scope of Work**

- 1.1 Gary Doupnik Manufacturing shall supply and install two (2) 24'X40' portable classrooms at Cox New Classroom Building School and for the duration of eighteen months (18) including the leasing of two (2) portable classroom buildings to be occupied as interim classrooms during the construction of a new two (2) story building.
- 1.2 Gary Doupnik Manufacturing shall provide all permits necessary for the delivery of the portables to the sites. DISTRICT shall provide all permits for the installation, assembly and occupancy of the portables.
- 1.3 LESSOR shall provide portables that meet or exceed the requirements of the State of California, Department of Housing Code.

**Article II. Architect/Engineer**

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

**Article III. Performance of Work**

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

#### **Article IV. Lease Agreement Time**

- 4.1 The Work will be completed as follows:  
The Work will be conducted in Gary Doupnik Manufacturing. Lease Agreement Duration: commencing July 1, 2008 and ending on December 30, 2009.

#### **Article V. Lease Agreement Sum**

- 5.1 DISTRICT shall pay Gary Doupnik Manufacturing the Lease Agreement Sum for completion of Work in accordance with Lease Agreement Documents. The Lease Agreement Sum is (\$33,600.00) thirty-three thousand, six hundred dollars and no cents.

Lease amount for two 24'x40' modular buildings \$8,000.00	\$16,000.00
Delivery and Installation	\$10,000.00
Removal at End of Lease	\$ 7,600.00
<b>Included:</b> One-time delivery, handicap landing 5'x7' and ramp 4'x12', perimeter skirting of buildings; DSA plans and calculations; back boxes and conduit in walls for future fire alarm system installed by Owner, does not include any conduit or back boxes in the attic space.	
<b>Total:</b>	<b>\$33,600.00</b>

- 5.2. The parties understand and agree that this Lease Agreement has been prepared with the input and review of LESSOR and DISTRICT in order to memorialize a lease arrangement pursuant to which LESSOR has provided modular buildings to DISTRICT for DISTRICT'S use. In compensation for said use, LESSOR shall be due the Lease Agreement sum identified in section 5.1 of this Lease Agreement and, from the date of the execution of this Lease Agreement, said compensation shall be paid as a monthly rental fee and shall be paid monthly, on the first day of the first month, and said rent shall be the sum of (\$889.00) or a proration thereof, at a cost of 1/30 of the total monthly rent for each day during the term of this Lease. All rent shall be paid to LESSOR at the address to which notices to

LESSOR are given. Commencing on the date of execution of this agreement , LESSEE shall pay a charge or ten percent (10%) per annum on rental payments due under this Lease Agreement that are thirty (30) days or more past due.

#### **Article VI. Lease Term**

- 6.1 The duration of the Lease term for each portable unit at Cox New Classroom Building School will be from July 1, 2008 and ending on December 30, 2009. Project Schedule for the portables where the site plans have been completed and delivered to Gary Douppnik Manufacturing and the date of delivery has been designated mutually determined by DISTRICT. For those portables where the site plan has not been completed and delivered to Gary Douppnik Manufacturing the duration of the Lease Term will begin upon delivery of the site plans to Gary Douppnik Manufacturing and installation of the portable at the DISTRICT site by Gary Douppnik Manufacturing. Said term shall be referred to as the "Lease Term",

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

- 6.2 The Lease Term for each portable at each school site shall be automatically extended month to month, provided that DISTRICT is not in default of the provisions of the Lease Agreement. Said month to month lease extension shall continue until such time that the DISTRICT provides thirty (30) days written notice to Gary Douppnik Manufacturing that said month-to-month extension shall be terminated. However, the total term of the lease, including any lease extension shall not extend beyond a period of eighteen months (18) without the authorization of the DISTRICT . DISTRICT's written notification of termination of the month-to-month extension of the Lease Term shall specify the school site at which the extended term is applicable and shall only be applicable to that specific site listed. In the event that the Lease Term is extended, the compensation for rental at each separate portable at Cox New Classroom Building School shall be paid on a monthly basis and shall be less than or equal to the monthly rental fee for each said school site, as invoiced by Gary Douppnik Manufacturing.

#### **Article VII. Compensation**

- 7.1 DISTRICT shall pay Gary Douppnik Manufacturing the Lease Agreement sum for completion of Work and for rental of the portable buildings for the initial Lease Term and any mutually agreed upon revisions that may pertain to the additional site work to be determined. The Lease Agreement Sum shall be (\$33,600.00) thirty-three thousand, six hundred dollars and no cents, which sum is the total and complete rental fee for the initial Lease Term for the portable buildings at Cox New Classroom Building School and is inclusive of all other labor, materials, site work, access, fees, taxes, costs and expenses and other related charges for performance of the Work listed in this Agreement as amended. Notwithstanding the foregoing, the cost of removal of the portables may be modified, upon mutual agreement by the parties, due to unknown or changed conditions.

### **Article VIII. Lease Agreement Documents**

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

### **Article IX. District Approval of Work**

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

### **Article X. Prevailing Wages**

- 10.1 Not applicable, omitted.
- 10.2 Not applicable, omitted.

### **Article XI. Inspection of Work/Defective or Damaged Work**

- 11.1 DISTRICT shall inspect the materials, equipment and work provided by Gary Doupnik Manufacturing within seven (7) working days of delivery and inform in writing of any defects or damage in said work or materials. Any equipment found to be damaged or defective at the time of delivery shall be repaired, replaced or corrected by Gary Doupnik Manufacturing hereunder without additional cost to DISTRICT, unless the damage was caused by DISTRICT, its' agents, employees or Contractors. Equipment shall be returned to Gary Doupnik Manufacturing in the same condition as it was delivered less any normal wear and tear.
- 11.2 Gary Doupnik Manufacturing shall repair or replace any damaged or defective work, materials or equipment within ten (10) working days of notice by DISTRICT to repair, replace or correct such work, materials or equipment found to be damaged or defective at the time of delivery, then DISTRICT shall, upon written notice to Gary Doupnik Manufacturing, have the authority to deduct the cost there from any compensation due or to become due to Gary Doupnik Manufacturing. Nothing in this section shall limit or restrict the provisions regarding warranty of fitness set forth in this Agreement.

### **Article XII. Warranty**

- 12.1 Gary Doupnik Manufacturing hereby warrants that the goods and/or services covered by this Lease Agreement will meet the requirements and conditions of the specification documents and shall be fit for the purpose intended and will be of first-class material and workmanship and free from defects. DISTRICT reserves the right to cancel the unfilled portion of any order without liability to Gary Doupnik Manufacturing, for Gary



Doupnik Manufacturing's breach of this warranty. Goods will be received subject to reasonable inspection and acceptance at destination by DISTRICT and risk of loss before acceptance shall be on Gary Doupnik Manufacturing. Defective goods reasonably rejected by DISTRICT may without prejudice to any legal remedy, be held at Gary Doupnik Manufacturing's risk and returned to Gary Doupnik Manufacturing at Gary Doupnik Manufacturing's expense. Defects are not waived by acceptance of goods or by failure to notify Gary Doupnik Manufacturing thereof

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

#### **Article XIII. Warranty of Title**

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

#### **Article XIV. District's Rights and Remedies for Default**

- 14.1 DISTRICT may terminate the Lease Agreement at any time by giving thirty (30) days written notice thereof. Notice of termination shall be by certified mail. Upon termination, DISTRICT shall pay to Gary Doupnik Manufacturing its' allowable costs incurred to date of termination and those costs deemed necessary by Gary Doupnik Manufacturing to effect termination. In the event that Gary Doupnik Manufacturing at any time during the entire term of the LEASE AGREEMENT breaches the requirements or conditions of the LEASE AGREEMENT, and does not within ten (10) working days (or such other reasonable period as the DISTRICT may authorize in writing) of receipt of notice from the DISTRICT cure such breach or violation, the DISTRICT may immediately terminate the Lease Agreement and shall pay Gary Doupnik Manufacturing only its' allowable costs to date of the termination.
- 14.2.1 In the event that the circumstances giving rise to the breach are such that the breach cannot be cured within ten (10) working days, the DISTRICT and Gary Doupnik Manufacturing shall make a good faith effort to determine a reasonable time period in which the breach must be cured. The DISTRICT may immediately terminate the Lease Agreement and pay Gary Doupnik Manufacturing only its' allowable costs to date of the termination if the breach is not cured within a reasonable time period.
- 14.2.2 The parties understand and agree that DISTRICT has leased portable classrooms from Gary Doupnik Manufacturing for public education purposes and

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

#### **Article XV. Failure to Complete Lease Agreement - Effect**

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

#### **Article XVI. Damages**

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

#### **Article XVII. Liquidated Damages**

- 17.1 Omitted

#### **Article XVIII. Effect of Extensions of Time**

- 18.1 Granting or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials or equipment, or anyone of the aforementioned, will not

operate as a release to Gary Doupnik Manufacturing or the surety on Gary Doupnik Manufacturing's faithful performance bond from said guarantee, if any bond is required.

#### **Article XIX. Performance Bond**

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

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

#### **Article XX. Payment Bond**

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

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

## **Article XXI. Indemnification**

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

## **Article XXII. Infringement of Patents**

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

### **Article XXIII. Assignment and Delegation**

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

### **Article XXIV. Equal Employment Opportunity**

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

### **Article XXV. Environmental and Safety Health Standards Compliance**

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

### **Article XXVI. Hazardous Chemicals and Wastes**

- 26.1 Gary Doupnik Manufacturing shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances arising out of the operations of Gary Doupnik Manufacturing or any subcontractors during the course of performance of this Lease Agreement. Gary Doupnik Manufacturing shall immediately report any such release to the DISTRICT Project Manager. Gary Doupnik Manufacturing shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the DISTRICT, its directors, officers, employees or agents as a result of such release and shall hold harmless, indemnify and defend the DISTRICT, its directors, officers, employees or agents from any claims arising from such release. For purposes of this section only, the term "claims" shall include (1) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (2) any claim, cause of action, or administrative or judicial proceeding brought against the DISTRICT, its directors, officers, employees or agents for any loss, cost (including reasonable attorney's fees), damage or liability sustained or suffered by any person or entity, including the DISTRICT.

### **Article XXVII. Insurance**

- 27.1 If Gary Doupnik Manufacturing employs any person to perform work in connection with this Lease Agreement, Gary Doupnik Manufacturing shall procure and maintain at all times during the performance of such work, Workers '

Compensation Insurance in conformance with the laws of the State of California and Federal Laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

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

#### **Article XXVIII. Self-Insurance.**

- 28.1 Omitted.

#### **Article XXIX. Audit and Inspection of Records**

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

### **Article XXX. Notices**

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

If to the DISTRICT:

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

If to Gary Doupnik Manufacturing:

Gary Doupnik Manufacturing  
P.O. Box 527,  
Loomis, CA 95650-0527  
Tel: (916) 652-9291  
Fax:  
Attention: Sherrie Doupnik

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

### **Article XXXI. District Representative**

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

### **Article XXXII. Clayton Act and Cartwright Act**

- 32.1 In entering into a public works Lease Agreement or a sub-Lease Agreement to supply goods, services or materials pursuant to a public works Lease Agreement,

or subcontractors offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works Lease Agreement or the subLease Agreement

- 32.2 This assignment shall be made and become effective at the time DISTRICT tenders final payment to the Gary Doupnik Manufacturing, without further acknowledgment by the parties.

#### **Article XXXIII. DSA Construction Reports**

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

#### **Article XXXIV. Miscellaneous Provisions**

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

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

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

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

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



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

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

Gary Douplik Manufacturing:

By: Sharoni Douplik Dated: 5/15/08  
Title: Pres. dot

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature] Dated: 6/18/08  
David Kakishiba, President, Board of Education

By: Edgar Rakestraw, Jr. Dated: 6/18/08  
Edgar Rakestraw, Jr., District Secretary

By: [Signature] Dated: 6/18/08  
Timothy E. White, Assistant Superintendent, Division  
of Facilities, Planning and Management

Approved as to form:

[Signature] Dated: 5-21-08  
Cate Bostoff, Facilities Counsel

LESSOR: Gary Douplik Manufacturing  
School: Cox New Classroom Building School  
Funding: General Obligation Bond-Measure B

END OF DOCUMENT

"Bond Issued in Duplicate"

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



SECTION 00420

Bond No. 929454434

Premium: \$403.00

**OAKLAND UNIFIED SCHOOL DISTRICT  
FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_

Gary Douplik Manufacturing, Inc.

as principal, and \_\_\_\_\_  
Continental Casualty Company

as surety, are held and firmly bound unto the Oakland Unified School District of  
Alameda County, State of California, in the sum of \_\_\_\_\_

Thirty-Three Thousand Six Hundred and No/100

Dollars (\$ 33,600.00 ) lawful money of the United States of America for the payment of  
which sum well and truly to be made to said Oakland Unified School District of  
Alameda County, State of California, we and each of us bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

Sealed with our seals and dated this 12 day of May  
20<sup>08</sup>

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

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

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

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

Page 1 of 3

Section 00420  
Faithful Performance Bond  
Version 3/15/2005

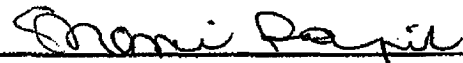
Only the Oakland Unified School District, as the named obligee herein, is entitled to the benefits provided pursuant to this Performance Bond. By execution of this agreement, the surety agrees that if the principal is given a notice of default by the Oakland Unified School District, a copy of which is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

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

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

Gary Douphnik Manufacturing, Inc.

By



Sherrie Douphnik, President

By

(Seal)

PRINCIPAL

Continental Casualty Company

Name of Surety

2210 Plaza Drive, Suite 150

Street Address of Surety

Rocklin, CA 95765

City

State

By

  
Signature of Surety

Renee Ramsey, Attorney-in-Fact

(Seal)

The foregoing bond was in open Board accepted and approved this

18th day of

June, 2008

By



Secretary of the Board of Education of the City of Oakland and of the Oakland Unified

School District of Alameda County, State of  
California

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

## ACKNOWLEDGMENT

State of California

County of Sacramento

On May 12, 2008 before me, Patricia M. Simas, Notary Public  
(insert name and title of the officer)

personally appeared Renee Ramsey  
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 Patricia M. Simas (Seal)

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 7th day of November, 2005.



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

Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 7th day of November, 2005, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires March 15, 2009

Maria M. Medina Notary Public

### CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations 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 corporations this  
12 day of May, 2008



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

Mary A. Ribikawskis Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

### "Article IX—Execution of Documents

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

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

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

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

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

### "Article VI—Execution of Obligations and Appointment of Attorney-In-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

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

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

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

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

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

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



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

On May 15 2008 before me, Aileen Farinha, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Sherrie Mounick  
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 Aileen Farinha  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Faithful Performance Bond

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Sherrie Mounick

- ☐ Individual  
☒ Corporate Officer — Title(s): President  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_



"Bond Issued in Duplicate"

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

Bond No. 929454434  
Premium included in  
Performance Bond

## Section 00430

### OAKLAND UNIFIED SCHOOL DISTRICT CONTRACTOR'S PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: That

WHEREAS, Gary Douplik Manufacturing, Inc.

P.O. Box 527

Loomis, Ca. 95650

(Insert name and address of contractor)

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

Cox New Classroom Building Portable Project at Cox New  
Classroom Building School, Oakland, CA

(Insert contract title, including project name and number)

and

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

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

Continental Casualty Company

2210 Plaza Drive, Suite 150, Rocklin, CA 95765

(Insert name and address of surety)

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

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

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

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

Dollars(\$ 33,600.00 ).

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

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

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

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

This bond is hereby sealed with our seals and dated this  
12 day of May 20 08 by us as  
surety or sureties.

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

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

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

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

**SIGNATURE OF CONTRACTOR AND PRINCIPAL**

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

By: \_\_\_\_\_  
Sherrie Doupnik, President

By: \_\_\_\_\_ *Sherrie Doupnik*

(Seal)

Dated: \_\_\_\_\_

**SIGNATURE OF SURETY**

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

Name of Surety:

Continental Casualty Company

Address of Surety:

2210 Plaza Drive, Suite 150

Rocklin, CA 95765

(City)

(State)

By: \_\_\_\_\_

By: \_\_\_\_\_

*[Signature]*  
Signature of Surety  
Rehee Ramsey, Attorney-in-Fact

Seal

Dated: May 12, 2008

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

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

*RH* day of *June*, 2008.

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

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

## ACKNOWLEDGMENT

State of California  
County of Sacramento

On May 12, 2008 before me, Patricia M. Simas, Notary Public  
(insert name and title of the officer)

personally appeared Renee Ramsey  
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 Patricia M. Simas (Seal)

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

### - In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 7th day of November, 2005.



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

Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 7th day of November, 2005, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires March 15, 2009

Maria M. Medina Notary Public

## CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations 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 corporations this

12 day of May, 2008



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

Mary A. Ribikawskis Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

### "Article IX—Execution of Documents

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

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

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

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

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

### "Article VI—Execution of Obligations and Appointment of Attorney-In-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

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

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

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

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

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

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

On May 15 2008 before me, Aileen Farinha, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Sherrie Mounick  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Aileen Farinha  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Contractor's Payment Bond

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Sherrie Mounick

- ☐ Individual  
☒ Corporate Officer — Title(s): President  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



## PROFESSIONAL SERVICES CONTRACT ROUTING FORM


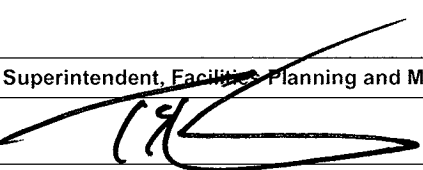
Project Information			
Project Name	Cox New Classroom Building	Site	Cox Elementary School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Gary Doupnik Manufacturing	Agency's Contact	Sherrie Doupnik				
OUSD Vendor ID #	I012262	Title	Project Manager				
Street Address	P.O. Box 527	City	Loomis	State	CA	Zip	95650
Telephone	916-652-9291	Policy Expires	3-1-2011				
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	03049.4						

Term			
Date Work Will Begin	12-30-2009	Date Work Will End By (not more than 5 years from start date)	12-31-2010

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$40,476.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 876.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office <u>before</u> completing requisition.				
Resource #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	1109901823	6278	\$876.00
				\$

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
1.	Division Head	Charles Love	Phone	510-879-8389	Fax 510-879-3673
	Capital Program Contract & Accounting Manager				
	Signature			Date Approved	8-16-6
2.	General Counsel, Department of Facilities Planning and Management				
	Signature			Date Approved	
3.	Assistant Superintendent, Facilities Planning and Management				
	Signature			Date Approved	
4.	President, Board of Education				
	Signature			Date Approved	