

CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS



For

REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCAA") OVER \$60,000 AND UP TO \$200,000



or

REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER \$60,000 AWARDED PURSUANT TO CUPCAA

THIS CONTRACT is made and entered into this 18th day of July, 2019 ("Contract"), by and between Graham Contractors, Inc. ("Contractor") and Alameda Unified School District ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Contract Price & Services.** After the District has issued a Notice to Proceed, the Contractor shall furnish to the District for a total price of twenty-seven thousand, thirty-six dollars & sixty-two cents Dollars (\$ 27,036.62) ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

SCOPE OF WORK: See attached: Exhibit 'A' for Scope, Price Detail & Schedule, Exhibit 'B' for Map, Exhibit 'C' for Specification, Exhibit 'D' for Overkote, Exhibit 'E' for Deery Sealant & Exhibit 'F' for Striping Paint.

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
3. **Site.** Contractor shall perform the Work at Maya Lin Elementary School, 825 Taylor Ave, Alameda CA 94501 ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
4. **Contract Time & Liquidated Damages.** Work to be completed by Friday, August 2nd, 2019. ("Contract Time") Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of N/A Dollars (\$) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.
5. **Bonds & Insurance.**
- a. **Payment Bond & Performance Bond:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
- ☐ CONTRACT PRICE IS LESS THAN \$25,000, THIS REQUIREMENT IS WAIVED
- ☒ CONTRACT PRICE IS MORE THAN \$25,000, THIS IS A REQUIREMENT
- b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability, with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Builder's Risk (Course of Construction)	Issued for the value and scope of work.

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by Staff of the Maintenance (MOF) Department of the District.
7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.
8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

- | | |
|--|---|
| ☐ Bid Form and Proposal | ☒ Drug-Free Workplace Certification |
| ☐ Bid Bond | ☒ Lead-Product(s) Certification |
| ☐ Notice to Proceed | ☐ Roofing Contract Financial Interest Certification |
| ☒ Terms and Conditions to Contract | ☒ Insurance Certificates and Endorsements |
| ☒ Non-collusion Declaration | ☒ Performance Bond |
| ☒ Prevailing Wage Certification | ☒ Payment Bond |
| ☒ Workers' Compensation Certification | ☒ Exhibit A ("Scope of Work") |
| ☒ Criminal Background Investigation Certification | ☐ Plans |
| ☒ Asbestos & Other Hazardous Materials Certification | ☐ Work Specifications |
| ☒ Smoke-Free Certification | ☒ [Other] <u>Exhibits B-C-D-E-F</u> |
| | ☐ Submittal(s) |

9. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

Alameda Unified District
2060 Challenger Drive
Alameda, CA 94501
Attn:
☐ Robbie Lyng, Sr. Director of Construction
☒ Monty Patterson, Director of Maintenance,
Operations & Facilities
Telephone: 510-337-7090

Contractor: Graham Contractors, Inc.
860 Lonus Street
San Jose, CA 95126

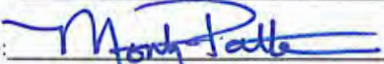
ATTN: David Graham, President

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Alameda Unified School District

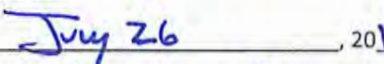
Contract #: 1915

Signature: 

Print Name: Monty Patterson

Print Title: Director of Maintenance, Operations & Facilities

Dated: July 26, 2019

Signature: 

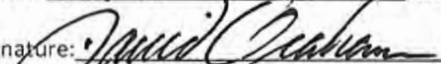
Print Name: Shariq Khan

Print Title: Chief Business Officer

Dated: 7-27, 2019

Contractor

Dated: July 24, 2019

Signature: 

Print Name: David Graham

Print Title: President

Company Name: Graham Contractors, Inc.

Company Address: 860 Lonus Street

City, State, ZIP: San Jose, CA 95126

Phone Number: 408-293-9516

Email: info@grahamcontractors.com

Federal Employer ID Number: 94-2328452

CSLB License Number: 315789

PWC Registration Number: 1000006175

PWC-100 #: _____

01-8150-0-0000-8500-6100-011-77-3007

Budget Code: 01-8150-0-0000-8500-6100-011-77-3007

Information regarding Contractor:

Type of Business Entity:

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Limited Partnership
- ☒ Corporation
- ☐ Limited Liability Company
- ☐ Other: _____

Employer Identification and/or Social Security Number: 94-2328452

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
5. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.
6. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving

on school grounds, particularly when children are present.

7. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
8. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
9. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall

proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

10. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. DRUG-FREE / SMOKE FREE POLICY: No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites

13. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

14. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

15. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,

16. CLEAN UP: Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

17. ACCESS TO WORK: District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

18. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

19. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

20. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and

conditions of this Contract.

21. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

22. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

23. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

24. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed;

(10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

25. PERMITS AND LICENSES: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

26. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

27. ANTI-DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

28. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

29. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

30. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all information, documents, programs,

procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

31. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

32. DISPUTES/CLAIMS: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

- **Claim.** The term "Claim" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

- (1) An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;
- (2) Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or
- (3) Payment of an amount that is disputed by the District.

- **Submission of Claim.** A Claim arises upon the District's rejection of a request by the Contractor for a Change Order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of Completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto. Should the Contractor fail to submit a Claim by the deadline set forth in this Article, Contractor waives and releases such Claim, including all rights and remedies in connection therewith.

- **Contents of Claim.** A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I

declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit. Should Contractor fail to submit the foregoing written statement signed under penalty of perjury, Contractor waives and releases its Claim, including all rights and remedies in connection thereto.

▪ **Subcontractor Claims.** Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a Change Order, unless such claim was previously submitted to the District as a request for a Change Order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."

▪ **District Review of Claim.** Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The

District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.

▪ **Meet and Confer Meeting.** If the Contractor disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.

▪ **Mediation.** Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

▪ Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.

▪ Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

- Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

33. LABOR CODE REQUIREMENTS: Provided that the Contract Price is more than \$1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.
- Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.
- Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.
- Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).
- Copies of the prevailing rate of per diem wages are on file with the District.
- Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for pre-employment activities.

34. PAYROLL RECORDS: Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

35. AUDIT: Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of

this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

36. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 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 Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

37. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

38. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

39. BINDING CONTRACT: This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

40. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

41. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

42. ENTIRE CONTRACT: This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

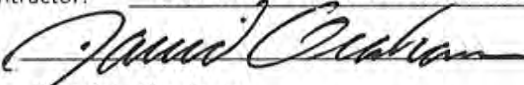
PREVAILING WAGE CERTIFICATION

PROJECT NO.: 1915 between Alameda Unified School District (the "District" or the "Owner") and Graham Contractors, Inc. (the "Contractor" or the "Bidder") , (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: July 24, 2019

Proper Name of Contractor: Graham Contractors, Inc.

Signature: 

Print Name: David Graham

Title: President

WORKERS' COMPENSATION CERTIFICATION

PROJECT NO.: 1915 between Alameda Unified School District (the "District" or the "Owner") and Graham Contractors, Inc. (the "Contractor" or the "Bidder") , (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

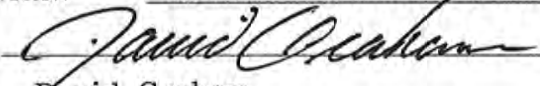
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: July 24, 2019

Proper Name of Contractor: Graham Contractors, Inc.

Signature: 

Print Name: David Graham

Title: President

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

PROJECT NO.: 1915 between Alameda Unified School District (the "District" or the "Owner") and Graham Contractors, Inc. (the "Contractor" or the "Bidder"), (the "Contract" or the "Project").

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

- ☐ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- ☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or
- ☐ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: David Graham
Title: President

☒

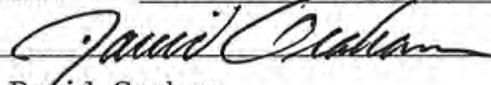
The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: July 24, 2019

Proper Name of Contractor: Graham Contractors, Inc.

Signature: 

Print Name: David Graham

Title: President

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

PROJECT NO.: 1915 between Alameda Unified School District (the "District" or the "Owner") and Graham Contractors, Inc. (the "Contractor" or the "Bidder") , (the "Contract" or the "Project").

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

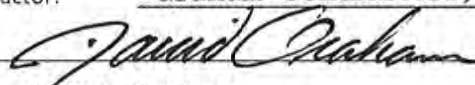
Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: July 24, 2019

Proper Name of Contractor: Graham Contractors, Inc.

Signature: 

Print Name: David Graham

Title: President

SMOKE-FREE ENVIRONMENT CERTIFICATION

PROJECT NO.: 1915 between Alameda Unified School District (the "District" or the "Owner") and Graham Contractors, Inc. (the "Contractor" or the "Bidder") _____, (the "Contract" or the "Project").

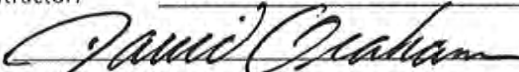
This Smoke-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: July 24, 2019

Proper Name of Contractor: Graham Contractors, Inc.

Signature: 

Print Name: David Graham

Title: President

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT NO.: 1915 between Alameda Unified School District (the "District" or the "Owner") and Graham Contractors, Inc. (the "Contractor" or the "Bidder") _____, (the "Contract" or the "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

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

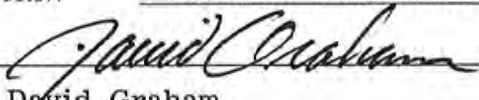
I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that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

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

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

Date: July 24, 2019

Proper Name of Contractor: Graham Contractors, Inc.

Signature: 

Print Name: David Graham

Title: President

LEAD-PRODUCT(S) CERTIFICATION

PROJECT NO.: 1915 between Alameda Unified School District (the "District" or the "Owner") and Graham Contractors, Inc. (the "Contractor" or the "Bidder") _____, (the "Contract" or the "Project").

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (**Including Title 8, California Code of Regulations, Section 1532.1**). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

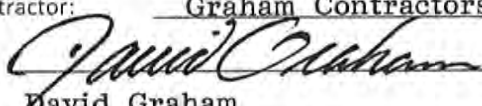
If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: July 24, 2019

Proper Name of Contractor: Graham Contractors, Inc.

Signature: 

Print Name: David Graham

Title: President

PERFORMANCE BOND

PERFORMANCE BOND (100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

Maya Lin Elementary - Overkote Asphalt Paving

1915 (Project Name)
("Project" or "Contract")

which Contract dated July 18th, 2019, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and WESTERN SURETY COMPANY ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Twenty-Seven Thousand Thirty-Six and 62/100 Dollars

DOLLARS

(\$ 27,036.62), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

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

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

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

151 N. Franklin Street
Chicago, IL 60606

Attention: Luis Espinoza

Telephone No.: (415) 932 - 7079

Fax No.: () -

E-mail Address: luis.espinoza@cna.com

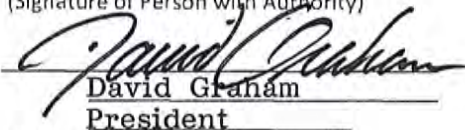
IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 23rd day of July, 2019.

Principal

GRAHAM CONTRACTORS, INC.

(Name of Principal)

(Signature of Person with Authority)

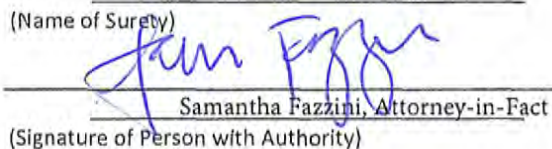

David Graham
President

(Print Name)

Surety

WESTERN SURETY COMPANY

(Name of Surety)


Samantha Fazzini, Attorney-in-Fact
(Signature of Person with Authority)

(Print Name)

Aon Risk Insurance Services West, Inc.

(Name of California Agent of Surety)

60 South Market Street, Suite 1100
San Jose, CA 95113

(Address of California Agent of Surety)

(408) 288-8000

(Telephone Number of California Agent of Surety)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On JUL 23 2019 before me, Meghan Hanes, Notary Public, personally appeared Samantha Fazzini who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature 
Signature of Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Tracy Aston, Tom Branigan, Edward C Spector, Lisa K Crail, Simone Gerhard, B Aleman, K D Wapato, April Martinez, Samantha Fazzini, Marina Tapia, Donna Garcia, Rosa E Rivas, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 13th day of February, 2019.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 13th day of February, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____ **JUL 23 2019** _____.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

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

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

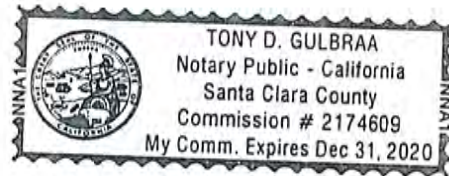
State of California)
)
County of Santa Clara)

On July 24, 2019 before me, Tony D. Gulbraa, Notary Public, personally appeared David Graham 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 Tony D. Gulbraa



(Seal)

*******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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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 Above

PAYMENT BOND

Bond No.: 30058171
Premium: Included on
Performance Bond

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Alameda Unified School District ("District") and _____
GRAHAM CONTRACTORS, INC., ("Principal") have entered into a contract
for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Maya Lin Elementary - Overkote Asphalt Paving

1915 (Project Name)
("Project" or "Contract")

which Contract dated July 18th, 2019, and all of the Contract Documents attached to or
forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a
good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract
price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of
California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and WESTERN SURETY COMPANY
_____, ("Surety") are held and firmly bound unto the Board of the District in the penal
sum of:

Twenty-Seven Thousand Thirty-Six and 62/100 Dollars

DOLLARS

(\$ 27,036.62), lawful money of the United States, being a sum not less than the total
amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and
corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right
of action to them or their assigns in any suit brought upon this bond.

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

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

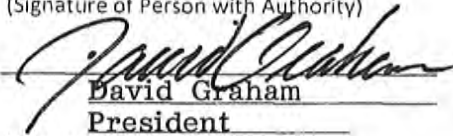
IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 23rd day of July, 2019.

Principal

GRAHAM CONTRACTORS, INC.

(Name of Principal)

(Signature of Person with Authority)


David Graham
President

(Print Name)

Surety

WESTERN SURETY COMPANY

(Name of Surety)


Samantha Fazzini, Attorney-in-Fact
(Signature of Person with Authority)

(Print Name)

Aon Risk Insurance Services West, Inc.

(Name of California Agent of Surety)

60 South Market Street, Suite 1100
San Jose, CA 95113

(Address of California Agent of Surety)

(408) 288-8000

(Telephone Number of California Agent of Surety)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On JUL 23 2019 before me, Meghan Hanes, Notary Public, personally appeared Samantha Fazzini 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

A handwritten signature in blue ink, appearing to read 'Meghan Hanes', written over a horizontal line.

Signature of Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Tracy Aston, Tom Branigan, Edward C Spector, Lisa K Crail, Simone Gerhard, B Aleman, K D Wapato, April Martinez, Samantha Fazzini, Marina Tapia, Donna Garcia, Rosa E Rivas, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 13th day of February, 2019.



WESTERN SURETY COMPANY

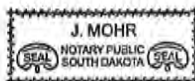
Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 13th day of February, 2019, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this JUL 23 2019 day of _____.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

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

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

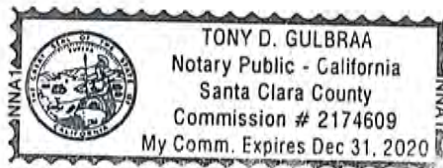
State of California)
)
County of Santa Clara)

On July 24, 2019 before me, Tony D. Gulbraa, Notary Public, personally appeared David Graham 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 *Tony D. Gulbraa*



(Seal)

*******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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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 Above

Addendum to Contract #1915, dated 7/18/2019

Exhibit 'A'

SCOPE OF WORK: Maya Lin Elementary

The Contractor shall apply Deery Crack Sealant, 2 coats of Overkote Asphalt & Striping Paint to Areas indicated on Map, attached as Exhibit 'B'.

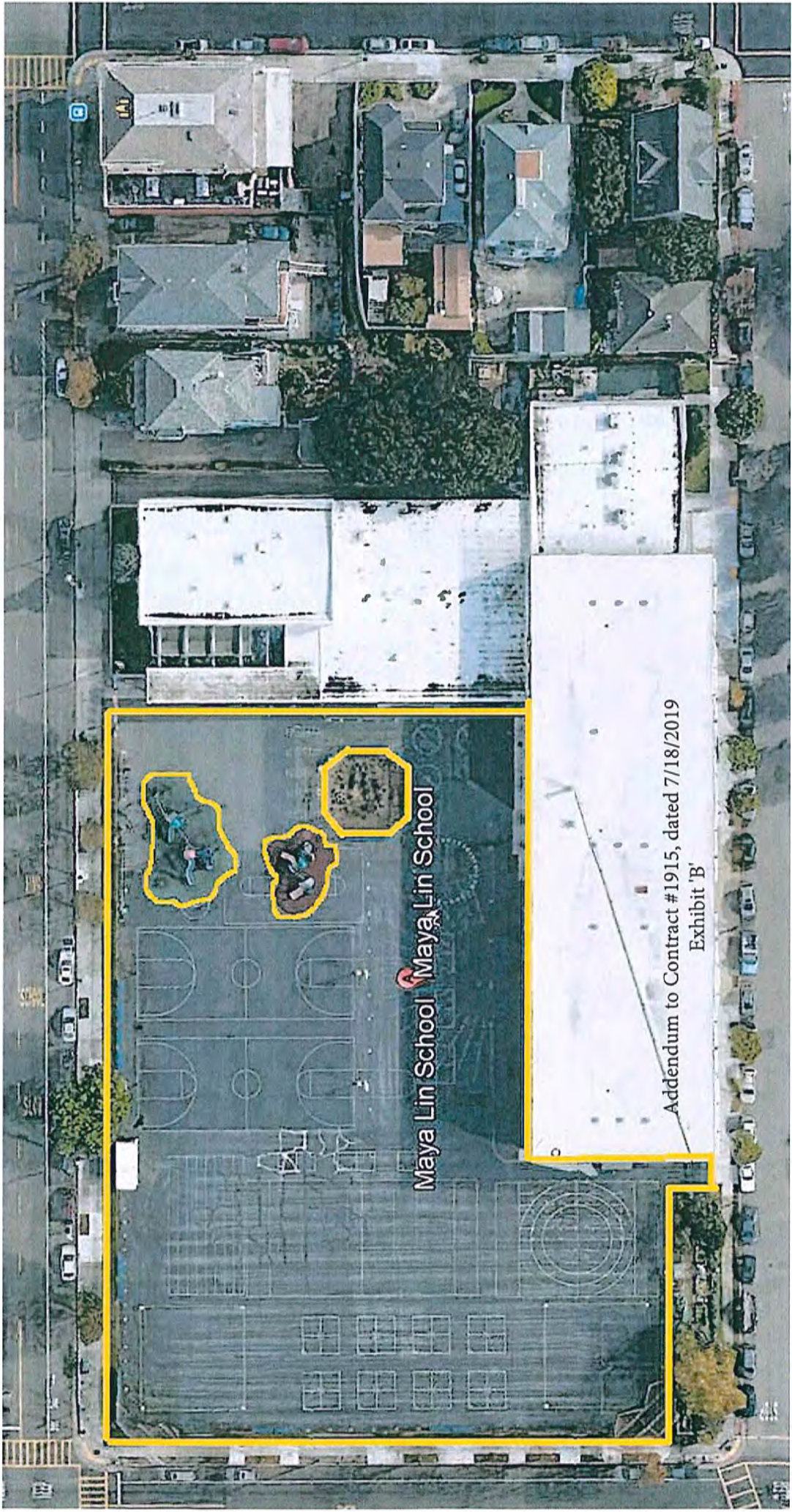
PRICE

ITEM NO.	DESCRIPTION	UOM	QUANTITY	UNIT PRICE	TOTAL
ITEM #1	Double Overkote	SF	57,846	\$0.22	\$ 12,726.12
ITEM#2	Hot Applied Crack Seal	LS	LS	LS	\$ 4,500.00
ITEM#3	Restripe As Existing With Paint	LS	LS	LS	\$ 9,597.50
ITEM#4	Additional Cost For Bonds	LS	LS	LS	\$ 213.00
Includes: Light Pre Sweeping . (Full Closure -2 Day)				TOTAL	\$ 27,036.62

SCHEDULE

Crack Fill & Asphalt: Wednesday, July 31st, 2019

Striping: Thursday, August 1st, 2019



Addendum to Contract #1915, dated 7/18/2019
Exhibit 'B'

Alameda Unified School District

SECTION 32 1236

ASPHALT PAVEMENT SEAL COAT

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract

1.02 SUMMARY

- A. Related Documents:
 - 1. Drawings and general provisions of the Contract

1.03 SECTION INCLUDES

- A. Application of two coats of emulsified asphalt pavement sealcoat with sand to all new and existing asphalt pavement areas as shown on the approved drawings.
- B. Application of two coats of emulsified asphalt pavement sealcoat without sand over the areas previously coated with emulsified asphalt pavement sealcoat with sand as shown on the approved drawings.
- C. Provide and place crack filler sealant at locations indicated on the plans.

1.04 REFERENCES

- A. ASTM D-4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester.
- B. ASTM D-4060 Test Method for Abrasion Resistance of Organic Coatings by the Taber Abrasion.
- C. ASTM D522-93A Standard Test Method for Mandrel Bend Test of Attached Organic Coatings.
- D. ASTM G-155 QUV Accelerated Weathering Environment. Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.
- E. ASTM D-2486 MEK rub test for chemical resistance.
- F. ASTM D-570 Standard Test Method for water absorption of plastics.
- G. ASTM E-303 British Pendulum test for friction.
- H. EPA 24 ASTM D3960-05 Volatile Organic Compounds.
- I. ASTM D2047-04 Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring Surfaces as Measured by the James Machine.
- J. ASTM C1028-07 Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull-Meter Method.
- K. Americans with Disabilities Act Accessibility Guidelines (ADAAG) Bulletin #4: Ground and Floor Surfaces, static coefficient of friction for wet surfaces along an accessible route, when measured by the NBS-Brungraber machine using a silastic sensor shoe to not exceed 0.6 for a level surface and 0.8 for ramps. These values are included in the advisory material in the Appendix to ADAAG.

1.05 DEFINITIONS

- A. "Accredited Applicator" is an applicator who is accredited by the coating supplier to apply the asphalt pavement coating.

1. "The Work" is the application of the coating to the surface.
2. "Owner" means the Owner and refers to the representative person who has decision-making authority for the Work.

1.06 REQUIRED SUBMITTAL DOCUMENTS

- A. The following documents are required for submittal review:
 1. A copy of the current year accreditation certificate available from the Accredited Applicator or written verification from the coating supplier that the Contractor is qualified to perform this Work.
 2. Written and published specification for the application of the selected asphalt pavement coating.
 3. Confirmation of coating color (black).
 4. Proof of coating performance through a Certificate of Analysis or equal document as provided by the Accredited Applicator or the coating supplier.

PART 2 PRODUCTS

2.01 SEALCOAT WITH SAND

- A. Mix #30 mesh sand and additional binder of 1/10 gallon SS1h asphalt emulsion per gallon of undiluted asphalt Sealcoat. The addition of the sand shall not exceed 3 pounds per gallon of undiluted asphalt sealcoat.
- B. The materials for Asphalt Sealcoat immediately prior to mixing shall conform to the following requirements:

Table 1 Asphalt Sealcoat Requirements			
	MIN	MAX	METHOD
Weight (per gallon)	9.0 lbs		A.S.T.M. D244
Cone Penetration	340m.m.	700	A.S.T.M. D217
% Non-Volatile	50		ASMA A-1*
% Non-Volatile Soluble in Tri-Clorethylene	10	35	A.S.T.M. D2042
Wet Track Abrasion		35 gram loss	A.S.T.M. D3910
Mineral Aggregate Components	#16 Sieve 100% passing		A.S.T.M. C136
Dried Film Color	Black 75 KREB		A.S.T.M. D562
Viscosity			
Accelerate Weathering	No Deterioration		Fed Spec TI-C-555B
*Weigh 10 grams of homogenous product into a previously tared ointment can. Place in a constant temperature oven at 325 degrees F for 90 minutes. Cool, reweigh and calculate non-volatile components.			

2.02 SEALCOAT SAND

- A. Asphalt Sealcoat sand shall be #30 mesh sand.

2.03 TACK COAT

- A. Slow setting asphalt emulsion SS1h.

2.04 HERBICIDE

- A. Provide approved herbicide, tinted for visual identification, non-oil based, non-flammable formulation, and complying with all current California and EPA environmental regulations.

2.05 EQUIPMENT

- A. The Accredited Applicator is required to use the proper equipment in the application of the asphalt pavement coating as per the recommendation of the coating supplier.

PART 3 EXECUTION

3.01 PRE-CONDITIONS

- A. Pavement:
 - 1. Asphalt pavement must be stable, well compacted and generally in excellent condition for the application of the asphalt pavement coating to be successful.
- B. Asphalt Pavement Marking Removal:
 - 1. Pavement markings may be removed by sandblasting, water-blasting, grinding, or other approved mechanical methods. The removal methods should, to the fullest extent possible, cause no significant damage to the pavement surface.
 - 2. The Inspector shall determine if the removal of the markings is satisfactory for the application of the asphalt pavement coating. Work shall not proceed until this approval is granted.

3.02 SURFACE PREPARATION FOR SEALCOAT

- A. The surface to receive Asphalt Sealcoat must be free of all foreign material and dry immediately prior to sealcoat application. Cleaning may be by air blowing, vacuum, mechanical sweeper, washing, or other techniques as approved by the Engineer. If washing the existing surface is used, the surface shall not have any standing water prior to application of the sealcoat. Salt, cleaning agents, fertilizers, hard water deposits, and other such chemicals, will promote lack of bonding of the sealcoat to the existing surface any may require extraordinary cleaning measures.
- B. Perform crack sealing/filling where specified, prior to the application by Contractor of the Sealcoat. Cracks shall be cleaned of dirt and organic matter by pressure washing. After drying, fill cracks with asphalt emulsion. Cracks in excess of 1/4" but less than one inch in width must be sealed prior to application of the seal coat. Cracks that contain weed and other live vegetable matter must be treated with a locally approved non-oil based sterilant prior to filling the cracks.
- C. Prior to application of sealcoat, deposits of grease or oil shall be cleaned by scraping, burning, and/or the use of approved detergents in order to promote adhesion of the sealcoat. After cleaning the areas above, the areas shall be sealed with an oilseal. Oilseal shall be a quick drying latex emulsion with suitable admixtures manufactured specifically for the purpose of isolating the Asphalt Sealcoat from any residual oils, petroleum grease, and gasoline stained pavement. The properties of the Oilseal shall be such as to be compatible with the Asphalt Sealcoat.
- D. In areas where the foreign oil or grease has penetrated the asphalt concrete such that cleaning as described above is not effective, the affected areas shall be removed to the depth necessary but not less than 3/4 inch. The removed asphalt concrete shall be replaced with new asphalt concrete.
- E. On excessively weathered surfaces or areas such that cleaning operation leave a film of dust, a tack coat of SS1h shall be applied. The tack coat shall consist of one (1) part SS1h with four (4) parts water or two (2) parts Asphalt Sealcoat with one (1) part water applied at a rate of 0.05 to 0.10 gal/sq. yd. The tack coat must be dry prior to application of the Asphalt Sealcoat. Application of the sealant shall be by distributor spray bar, with hand spraying kept to a minimum. Temperature of the asphalt sealant shall be sufficiently high to permit uniform spray pattern. For asphalt cements the minimum temperature shall be 150°C (300°F). A spray pattern for asphalt emulsion is improved by heating. Temperatures in the 55°C (130°F) to 70°C (160°F) range are desirable. A temperature of 70°C (160°F) shall not be exceeded since higher temperatures may break emulsion.

3.03 APPLICATION OF SEALCOAT WITH SAND

- A. Application of the Asphalt Sealcoat with sand shall be by mechanical means using rubber faced squeegees, brooms, distributor bar/wand, or combinations of these or other techniques approved by the Manufacturer and by the Engineer.
- B. The Asphalt Sealcoat with sand shall not be placed on new asphalt concrete until after a 30 day minimum cure period or as directed by the engineer.
- C. The Asphalt Sealcoat with sand being applied shall be uniform and freeflowing, free of lumps and other inconsistencies. Potable water may be added as necessary as per manufacturer's recommendation, for consistency and spreadability but shall not exceed 15% by volume or as directed by Engineer. If, after the addition of the maximum allowable water volume the sealcoat is unsuitable, the materials shall be rejected and removed from the site.
- D. Asphalt Sealcoat with sand shall consist of two application coats of material. The sealcoat must be thoroughly dry prior to application of the second or subsequent coats.
- E. Application of Asphalt Sealcoat with sand in ambient temperatures in excess of 80 degrees Fahrenheit shall require pretreatment of the asphalt concrete surface with a water mist. The water must not be standing but the surface should be damp prior to sealcoat application. This treatment is also recommended for application on porous surfaces where the water within the sealcoat may be absorbed too quickly by the existing pavement surface.
- F. Asphalt Sealcoat with sand shall be applied uniformly over the prescribed area in continuous parallel lines in a manner so that no ridges or uncoated areas shall exist. Application rates will vary depending on the texture of the existing asphalt surfaces requiring more sealcoat than smooth surfaces. Follow manufacturer's recommendations. The following application rate is a guideline only:

Rough Aged Surface
40-50 gallons/1000 sf

- G. Asphalt Sealcoat shall not be applied when the ambient temperature is less than 55 degrees and the surface temperature is less than 60 degrees F. Sealcoat shall not be applied within 24 hours prior to forecasted rain, freezing temperatures, during rain, or when the surface contains standing water.
- H. Minimum coefficient of friction requirements for both paving and markings:
 - 1. Wet Skid Resistance at pavement <6% slope: (when measured by the NBS-Brungraber machine): 0.60.
 - 2. Wet Skid Resistance at slopes >6%: (when measured by the NBS-Brungraber machine): 0.80.

3.04 OPENING TO TRAFFIC

- A. Traffic shall not be allowed on the Asphalt Sealcoat until the sealcoat is thoroughly cured, which in warm weather conditions is approximately 24 hours. Minor scuffing or power steering marks may occur on a newly applied surface in warm weather.
- B. Irrigation watering shall be kept off for at least 24 hours prior to and after the application of Asphalt Sealcoat.
- C. Striping for parking and traffic flow should be done only after the sealcoat has thoroughly dried. For best results, a high quality Traffic Line paint is recommended.

3.05 WARRANTY

- A. Provide 1 year manufacturer's warranty from date of acceptance by owner for durability of surfacing.

3.06 CRACK FILLER

- A. All cracks shall be cleaned prior to filling per the manufacturer's recommendations.
- B. Crack less than ½" in width shall be filled with crack filler prior to application of seal coat.
- C. Cracks greater than ½" in width shall be filled with #4 sheet mix asphalt prior to application of seal coat.



REED & GRAHAM, INC.
P.O. BOX 5490 • 95150-5940
690 SUNOL STREET • 95126-3751
SAN JOSE, CALIFORNIA
WEB SITE: <http://www.rginc.com>

Addendum to Contract #1915,
dated 7/18/2019
Exhibit 'D'



TELEPHONE: (408) 287-1400
FAX: (408) 294-3696

Overkote® Asphalt Pavement Coating

DESCRIPTION:

A composition of a refined petroleum asphalt emulsion, fillers and fibers. This cold-applied resurfacing and sealing material is ideally suited for parking lots, driveways, playgrounds, tennis courts or other similar pavement surfaces.

MATERIAL SPECIFICATIONS:

Mix design requirements per Caltrans section 37-4 Parking Area Seals

Property	Test Method	Requirements	
		Minimum	Maximum
Mass per liter	ASTM D244	1.1kg	
Cone penetration, mm	CTM 413	340	700
% Nonvolatile	ASTM D2042 ¹	50	
% Nonvolatile soluble in Tri-clorethylene		10	35
Wet Track Abrasion g/m ²	ASTM D3910		380
Dried film color		Black	
Viscosity	ASTM D562	75KU ²	

¹ Weigh 10 grams of homogenous product into a previous tared, small ointment can. Place in a constant temperature oven at 165 ± 5°C for 90 ± 3 minutes. Cool, reweigh and calculate non-volatile components as a percent of the original weight.

² Kreb units

Parking area seals must contain a minimum of 2% polymer by volume of undiluted asphaltic emulsion.

SURFACE PREPARATION:

Damaged asphalt and areas complete saturated by oil or grease should be removed and replaced or repaired as required. Cracks 1/8" to a maximum of 1/2" width should be cleaned and filled with **Overkote® Crack Filler**. Cracks wider than 1/2" should be repaired with asphaltic concrete or hot melt crack filler. Areas to be sealed should be cleaned and free of dust and dirt. Heavy grease and oil should be removed and the area sealed with **Overkote® Oil Spot Seal**. Prior to the first application in exceptionally hot weather, dampen the surface with water. Remove any excess water to leave the surface only slightly damp.

APPLICATION:

Sealer should be mixed to a uniform free-flowing consistency. Water shall be added (not to exceed 15% by volume) to obtain a semi-fluid consistency. Two or more coats of Sealer shall be applied to the area in continuous parallel lines and spread immediately by use of rubber faced squeegees and/or mechanized material spreading equipment. Subsequent coats of Sealer may be applied as soon as Sealer is dry enough to walk on without picking up. Complete curing will probably take 24 hours in warm clear weather. It is not recommended to seal coat at night.

COVERAGE:

Indefinite, depends on pavement density. However, at least 30 gallons of undiluted Sealer should be used per 1,000 square feet of surface area.

PRECAUTION:

Asphalt should be thoroughly cured before application. New asphalt should be allowed to cure at least 30 days before application. Asphalt Sealcoat shall not be applied within the ambient temperature is less than 55°F or the surface temperature is less than 60°F. **Do not apply if rain is forecast within 48 hours after application.** Allow at least 24 hours or more to cure in extreme hot weather (95°F and above). Wash tools in water. Use paint thinner if material has dried. Keep from freezing. Do not store in direct sunlight or where temperature exceed 100°F. Container should be closed when not in use. Keep out of reach of children.

PACKAGING:

5 gallon pails, 50 gallon drums, or bulk.

Due to the wide range of variables affecting the results of application, such as weather conditions, construction equipment, and quality of other material, there is no warranty expressed or implied.

SAFETY DATA SHEETS ARE AVAILABLE ON OUR WEBSITE @ WWW.RGINC.COM

- OVER 85 YEARS OF SERVICE TO THE ROAD CONSTRUCTION INDUSTRY -

Addendum to Contract #1915,
dated 7/18/2019
Exhibit 'E'



CERTIFICATE OF COMPLIANCE
DEERY 180CA SEALANT
Part No. 80180CA

The DEERY 180CA sealant supplied is a hot applied, single component, elastically modified composition of asphalt cement, virgin synthetic polymer, recycled rubber, and other modifiers, and is certified to meet all requirements of the CalTrans SSP 37-400 Type 3 Crack Treatment Material specification.

<u>Test Parameter</u>	<u>Type 3 Specification Limits</u>
Softening Point (ASTM D36)	194°F (90°C) minimum
Cone Penetration (ASTM D5329)	50 maximum
Resilience (ASTM D5329)	30% - 70%
Flexibility at 0°C (ASTM D3111 CalTrans Modified)	Pass
Tensile Adhesion (ASTM D5329)	400% minimum
Specific Gravity (ASTM D70)	1.25 maximum
Asphalt Compatibility (ASTM D5329)	Pass
Sieve Test (Non-soluble components pass No 16 sieve)	Pass 100%
Maximum Heating Temperature	400°F (204°C)
Recommended Application Temperature	380-400°F (193-204°C)

Sincerely,

Jim Chehovits
Vice President of Operations



420 N. ROOSEVELT AVE. • CHANDLER, AZ 85226 • WWW.CRAFCO.COM
(802) 276-0406 • (800) 528-8242 • FAX (480) 961-0513

DEERY[®] 180CA

PAVEMENT PRESERVATION PRODUCTS
HOT APPLIED SEALANT, Part No. 80180CA

PRODUCT DATA SHEET JUNE 2018

DESCRIPTION DEERY 180CA is a hot applied, single component, elastically modified composition of asphalt cement, virgin synthetic polymer, recycled rubber, and other modifiers. The sealant contains no solvent, is pre-reacted and conforms to the requirements of Caltrans Standard Specifications 37-5.02 Type 3. VOC=0 g/l.

USE DEERY 180CA is a moderate viscosity pavement preservation sealant intended for highway, street and aviation applications for sealing longitudinal and transverse joints and random cracks in Asphalt or Concrete pavements where use of high levels of recycled material is desirable. Properly installed, DEERY 180CA is an effective barrier against damage from debris and moisture infiltration into cracks and joints within regions experiencing moderate high and low pavement temperatures.

HEATING and APPLICATION Sealant shall be heated in a hot-oil jacketed melter capable of constant mechanical agitation and equipped with a calibrated thermometer to monitor sealant temperature. Material shall be heated to and maintained at Recommended Application Temperature during use. Material can be cooled and then reheated, but only if prolonged heating is avoided. Prolonged heating at or above Recommended Application Temperature may severely damage product. If overheating damage occurs, immediately drain machine completely and refill with new material. DEERY 180CA is pre-reacted and can be applied immediately after heating to Recommended Application Temperature. With pavement temperature at 40°F (4°C) or higher, place material into clean, dry crack or prepared reservoir by means of a hand-held pour pot, wheeled push bander or wand applicator. Squeegee any excess sealant tight to pavement surface. Pavement may be warmed to 40°F (4°C) or higher with a Hot Air Lance. For more details on heating and application, refer to the Installation Instructions- Hot Applied Sealant sheet which is included with each pallet of product. Specific Gravity of DEERY 180CA sealant is 1.24.

PROPERTIES of DEERY 180CA

When sampled and heated to maximum heating temperature in accordance with ASTM D5167

TEST	METHOD	CALTRANS 37-5.02 TYPE 3
Softening Point	ASTM D36	90°C min
Cone Penetration	ASTM D5329	50 max
Resilience	ASTM D5329	30-70%
Flexibility	ASTM D3111 modified*	Pass at 0°C
Tensile Adhesion	ASTM D5329	400% min
Specific Gravity	ASTM D70	1.25 max
Asphalt Compatibility	ASTM D5329	Pass
Sieve Test (Certification non-soluble components pass #16 sieve)		Pass 100%
Maximum Heating Temperature	ASTM D6690	400°F (204°C)
Minimum Application Temperature	ASTM D5167	380 (193°C)*

*Temperature of product measured at pavement surface. Use highest Recommended Application Temperature in cool weather.

*Prolonged heating at or above Recommended Application Temperature may severely damage product.

PACKAGING Product is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- o **BOX** packaging consists of cardboard boxes containing approximately 30 lb. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lb. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- o **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

PERFORMANCE Temperature fluctuations, site conditions, surface preparation, traffic, installation technique, material selection, shape factor and surface treatment compatibility influence the effectiveness and useful life of Pavement Preservation treatments. Consider and monitor each element for optimum results. Purchaser and end user should determine applicability for use in their specific conditions.

WARRANTY Manufacturer warrants that these products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, manufacturer shall not be responsible for improperly applied or misused products. Remedies against manufacturer, as agreed to by manufacturer, are limited to replacing nonconforming product or refund (full or partial) of purchase price from manufacturer. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by manufacturer, whichever is earlier. There shall be no other warranties expressed or implied. For optimum performance, follow manufacturer recommendations for product installation.

CRAFCO[®] INC.
PRESERVATION PRODUCTS PAVEMENT
Delivering Confidence Through Innovation, Quality and Value Since 1976
6165 W Detroit St. • Chandler AZ 85226
+1(602)276-0406 • +1(800)528-8242 • FAX +1(480)961-0513
www.crafco.com

FOR ADDITIONAL INFORMATION

Call: 1-800-227-4059 toll free

Email: info@deeryamerican.com

Web: www.deeryamerican.com



Traffic
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Addendum to Contract #1915, dated 7/18/2019
Exhibit 'F'

10.02
SETFAST® LATEX
TRAFFIC MARKING PAINTS

TM2132
TM2133
TM2135

Red
Blue
Black

PRODUCT INFORMATION

Revised 8/05

PRODUCT INFORMATION

Revised 8/05

PRODUCT DESCRIPTION

SETFAST LATEX TRAFFIC PAINTS are conventional dry (non-heated application) water based paints intended for use in marking parking lots, airports, and roads.

- Fast drying
- High visibility
- Glass beads can be added for making reflective markings
- Abrasion resistant
- Low VOC
- Water cleanup

RECOMMENDED USES

For marking airfields, highways, or parking lots, when colors other than standard white and yellow are needed, and water based or low VOC coatings are required.

Red: No parking zones or fire lanes
Blue: Handicap parking spaces
Black: Painting out existing markings

- Air fields
- State DOTs
- Shopping centers
- Streets and highways
- Municipalities
- Striping contractors
- Plant maintenance

PRODUCT CHARACTERISTICS

Finish: Flat

Color: Red, Blue, Black

Volume Solids: 52% minimum

Weight Solids: 68% minimum

VOC (EPA Method 24): <100 g/L; 0.83 lb/gal

Recommended Spreading Rate per coat:
 Approximately 320 lineal feet of standard 4" stripe per gallon

Wet mils: 15.0

Dry mils: 8.3

Coverage: 110 sq ft/gal approximate

NOTE: Brush or roll application for small areas only. If the asphalt is insufficiently cured, applying a thin coat (approximately 1/2 the recommended dft) generally reduces the extent of lifting and cracking.

Drying Schedule @ 15.0 mils wet @ 50% RH:
 @ 77°F

To touch: 45 minutes

No traffic pickup after: 45 minutes

Drying time is temperature, humidity, and film thickness dependent.

Shelf Life: 36 months, unopened
 Store indoors at 40°F to 100°F.

Flash Point: 145°F, PMCC

Reducer/Clean Up: Water

PERFORMANCE CHARACTERISTICS

TEST	METHOD	RESULT
Abrasion Resistance	Tabor/ASTM D4060	220 min wear index
Scrub Resistance	ASTM D2486	400 cycles minimum
Flexibility	TT-P-1952B	Pass
Fineness of Grind	ASTM D1210	3 Hegman minimum
Viscosity	ASTM D562	80 to 90 KU
Dry Opacity (Contrast Ratio)	Fed. Mtd. 141C	0.95 @ 5.0 mils
Freeze-Thaw Stability	ASTM D2243	5 cycles minimum
Color	Fed. Std. 595b ASTM D2244 <8.0 CIELAB	Red #31136 Blue #35180 Black #37038
Bleeding Ratio	ASTM D969	0.95 minimum
Dry No Pickup	ASTM D711	45 minutes maximum

COMPOSITION INFORMATION

Total Solids: 52% minimum by volume
 68% minimum by weight

Pigment Weight Percent: 48% minimum

Non-Volatile Vehicle: 38% minimum

Contains no lead or chromium

Traffic Products 10.02

continued on back



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10.02
SETFAST® LATEX
TRAFFIC MARKING PAINTS

TM2132
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RED
BLUE
BLACK

PRODUCT INFORMATION

RECOMMENDED SYSTEMS	SURFACE PREPARATION						
Cured Asphalt, Concrete, Brick, and other Surfaced Highways: 1 ct. Setfast Latex Traffic Marking Paint @ 15 mils wet, 8.3 mils dft, approximately 320 lineal feet of standard 4" stripe per gallon	Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, and other foreign material to ensure adequate adhesion. Refer to product Application Bulletin for detailed surface preparation information. Minimum recommended surface preparation: <table><tr><td>Concrete:</td><td>Cured, clean, dry, sound</td></tr><tr><td>Asphalt:</td><td>Cured, clean, dry, sound</td></tr><tr><td>Brick:</td><td>Cured, clean, dry, sound</td></tr></table>	Concrete:	Cured, clean, dry, sound	Asphalt:	Cured, clean, dry, sound	Brick:	Cured, clean, dry, sound
Concrete:	Cured, clean, dry, sound						
Asphalt:	Cured, clean, dry, sound						
Brick:	Cured, clean, dry, sound						
TINTING							
Do not tint.							
APPLICATION CONDITIONS							
Temperature: 50°F minimum, 110°F maximum (air, surface, and material) At least 5°F above dew point Relative humidity: 85% maximum Refer to product Application Bulletin for detailed application information.							
ORDERING INFORMATION							
Packaging: 5 gallon containers Weight per gallon: <table><tr><td>Red:</td><td>12.38 ± 0.2 lbs/gal</td></tr><tr><td>Blue:</td><td>12.56 ± 0.2 lbs/gal</td></tr><tr><td>Black:</td><td>12.46 ± 0.2 lbs/gal</td></tr></table>		Red:	12.38 ± 0.2 lbs/gal	Blue:	12.56 ± 0.2 lbs/gal	Black:	12.46 ± 0.2 lbs/gal
Red:	12.38 ± 0.2 lbs/gal						
Blue:	12.56 ± 0.2 lbs/gal						
Black:	12.46 ± 0.2 lbs/gal						
SAFETY PRECAUTIONS							
Refer to the MSDS sheet before use. Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.							
DISCLAIMER							
The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.							
WARRANTY							
The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.							



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10.02A SETFAST® LATEX TRAFFIC MARKING PAINTS

TM2132
TM2133
TM2135

RED
BLUE
BLACK

APPLICATION BULLETIN

Revised 8/05

SURFACE PREPARATION

Surfaces should be clean, dry and free from loose or peeling paint. Do not apply when air or surface temperatures are below 50°F, or when the relative humidity exceeds 85%, or when the temperature falls below the dew point.

The presence of concrete sealers or efflorescence on new concrete may interfere with adhesion and should be removed by extended weathering, etching, or abrasive blasting.

Most previously painted lines may be repainted without additional surface preparation, provided the old paint is still tightly adhered to the surface. However, multiple layers of paint will eventually peel and require removal.

New asphalt surfaces should ideally be allowed to age several months before striping. Latex paint will not bleed on most asphalt surfaces; however, shrinkage of the paint film during curing can cause new asphalt to lift or crack. Exceeding the recommended film thickness will increase the tendency to cause asphalt lifting. Placing an inconspicuous test stripe to determine if a new asphalt surface has cured sufficiently to paint is recommended.

If it is necessary to paint new asphalt surfaces, do not exceed an application rate of 8 mils wet (approximately 200 sq ft/gal). Special care should be given to laps and edges of stencils to prevent excessive film thickness.

APPLICATION CONDITIONS

Temperature: 50°F minimum, 110°F maximum
(air, surface, and material)
At least 5°F above dew point

Relative humidity: 85% maximum

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

These products are formulated for airless spray or conventional air atomized spray without thinning at ambient temperatures above 50°F.

Reducer/Clean Up Water

Airless Spray Line Striping Equipment

Pressure 1800-2700 psi
Hose 1/4" - 3/8" ID
Tip015" - .019"
Filter 60 mesh
Reduction As needed up to 12 1/2% by volume

Conventional Spray Line Striping Equipment

Gun Binks 21 (Bleeder)
Fluid Nozzle #68
Air Nozzle Internal mix, #709
Atomization Pressure .. 20-80 psi
Fluid Pressure 30-60 psi
Reduction As needed up to 12 1/2% by volume

Brush, small areas only

Brush Nylon/polyester
Reduction As needed up to 12 1/2% by volume

Roller, small areas only

Cover 3/8" woven with phenolic core
Reduction As needed up to 12 1/2% by volume

NOTE: Fluid and atomization pressures are dependent on environmental conditions. Use the lowest pressures necessary to achieve a "flat line".

If the striping machine is also used for solvent based paint, care must be taken to avoid solvent contamination.

If specific application equipment is not listed above, equivalent equipment may be substituted.



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SETFAST® LATEX
TRAFFIC MARKING PAINTS

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RED
BLUE
BLACK

APPLICATION BULLETIN

APPLICATION PROCEDURES	PERFORMANCE TIPS
Surface preparation must be completed as indicated. Mixing Instructions: Mix paint thoroughly by boxing, stirring or power agitation before use. Apply paint at the recommended film thickness and spreading rate as indicated below: Recommended Spreading Rate per coat: Approximately 320 lineal feet of standard 4" stripe per gallon Wet mils: 15.0 Dry mils: 8.3 Coverage: 110 sq ft/gal approximate NOTE: Brush or roll application for small areas only. If the asphalt is insufficiently cured, applying a thin coat (approximately 1/2 the recommended dft) generally reduces the extent of lifting and cracking. Drying Schedule @ 15.0 mils wet @ 50% RH: @ 77°F To touch: 45 minutes No traffic pickup after 45 minutes Drying time is temperature, humidity, and film thickness dependent. Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.	Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build. Excessive reduction of material can affect film build, appearance, and adhesion. In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with water. Asphalt surfaces generally require aging prior to painting. If the asphalt is insufficiently cured, applying a thin coat (approximately 1/2 the recommended dft) generally reduces the extent of lifting and cracking. Check adhesion by applying a test strip to determine the readiness for painting. The coating may be made into reflective paint by dropping on glass beads while the paint is still wet. Painted surfaces can become slippery when wet. Traffic paints are not intended for use as floor paints, and should not be used to paint large areas subject to pedestrian traffic. Do not paint on wet surfaces. Do not paint when the relative humidity is above 85%. Do not paint when the temperature is below 50°F. Cool, damp conditions will prolong the drying time. Refer to Product Information sheet for additional performance characteristics and properties.
CLEAN UP INSTRUCTIONS	SAFETY PRECAUTIONS
Clean spills and spatters immediately with soap and warm water. Clean hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with mineral spirits to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using mineral spirits.	Refer to the MSDS sheet before use. Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.
DISCLAIMER	WARRANTY
The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.	The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accordance with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS. EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



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10.11

SETFAST® LOW VOC ACRYLIC TRAFFIC MARKING PAINT

TM5626
TM5627

WHITE
LEAD FREE YELLOW

PRODUCT INFORMATION

Revised 11/05

PRODUCT DESCRIPTION		RECOMMENDED USES	
SETFAST LOW VOC ACRYLIC TRAFFIC MARKING PAINT is a conventional dry (non-heat applied) acetone based paint. Acetone, as the main solvent, has Exempt Status under Federal law and does not contribute harmful VOC's. This is 100% acrylic, which offers the following outstanding properties: • Faster dry and hardness development. • Performance similar to SetFast Chlorinated Rubber Traffic Paint! Less dirt pick-up, longer glass bead retention, improved durability.		Developed for use over concrete, asphalt, brick, and other surfaced areas. Serves as a binder for glass beads to make reflective type markings. Do not use this coating over uncured asphalt surfaces such as commonly found on tennis courts, asphalt driveways, and some parking lots. • Striping contractors • Shopping centers • Plant maintenance • Curbs • Municipalities • Parking lots • Airport runways	
PRODUCT CHARACTERISTICS		PERFORMANCE CHARACTERISTICS	
Finish: Flat Color: White, LF Yellow Volume Solids: 47%, minimum Weight Solids: 70%, minimum VOC (EPA Method 24): <100 g/L; <0.83 lb/gal Recommended Spreading Rate per coat: Approximately 320 lineal feet of standard 4" stripe per gallon Wet mils: 15.0 Dry mils: 7.5 Coverage: 110 sq ft/gal approximate NOTE: Brush or roll application for small areas only. If the asphalt is insufficiently cured, applying a thin coat (approximately 1/2 the recommended df) generally reduces the extent of lifting and cracking. Drying Schedule @ 15.0 mils wet, 50% RH and 77°F: per ASTM D-711 To touch: 5 minutes No traffic pick up after: 5 minutes Drying time is temperature, humidity and film thickness dependent. Shelf Life: 12 months unopened Store indoors at 40°F to 100°F. Flash Point: 1°F, PMCC Reducer: Not recommended Clean Up: Acetone, R6K9		• Abrasion resistant • Bleed resistant • High visibility • Glass beads can be added to make reflective markings • High hiding • Fast drying Federal EPA has added acetone to the list of solvents exempt from the VOC definition. State or local laws may incorporate the federal definitions, or may use their own, and may take precedence over the federal rules. Acetone may or may not be an exempt solvent where state or local regulations are in effect. Consult with your local Sherwin-Williams representative for additional information.	



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SETFAST® LOW VOC ACRYLIC TRAFFIC MARKING PAINT

TM5626

WHITE

TM5627

LEAD FREE YELLOW

PRODUCT INFORMATION

RECOMMENDED SYSTEMS	SURFACE PREPARATION						
Cured Asphalt, Concrete, and Brick: 1 qt. SetFast Low VOC Acrylic Traffic Marking Paint @ 15.0 mils wet and 7.5 mils dft, approximately 320 lineal feet of standard 4" stripe per gallon	Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, and other foreign material to ensure adequate adhesion. Refer to product Application Bulletin for detailed surface preparation information. Minimum recommended surface preparation: <table><tr><td>Concrete:</td><td>Cured, clean, dry, sound</td></tr><tr><td>Asphalt:</td><td>Cured, clean, dry, sound</td></tr><tr><td>Brick:</td><td>Cured, clean, dry, sound</td></tr></table>	Concrete:	Cured, clean, dry, sound	Asphalt:	Cured, clean, dry, sound	Brick:	Cured, clean, dry, sound
Concrete:	Cured, clean, dry, sound						
Asphalt:	Cured, clean, dry, sound						
Brick:	Cured, clean, dry, sound						
TINTING							
May be tinted with up to 4 oz/gal of Blend-A-Color or 844 Colorant. Only exterior grade colorants should be used. Handicap Blue may be obtained by tinting white with 2-3 oz of blue colorant per gallon. Not controlled for tinting strength.							
APPLICATION CONDITIONS							
Temperature: 40°F minimum, 90°F maximum (air, surface, and material) At least 5°F above dew point Relative humidity: 85% maximum Refer to product Application Bulletin for detailed application information.							
ORDERING INFORMATION							
Packaging: 5 gallon containers Weight per gallon: <table><tr><td>White:</td><td>11.67 ± 0.2 lbs/gal</td></tr><tr><td>Yellow:</td><td>11.72 ± 0.2 lbs/gal</td></tr><tr><td>Lead-free Yellow:</td><td>11.46 ± 0.2 lbs/gal</td></tr></table>		White:	11.67 ± 0.2 lbs/gal	Yellow:	11.72 ± 0.2 lbs/gal	Lead-free Yellow:	11.46 ± 0.2 lbs/gal
White:	11.67 ± 0.2 lbs/gal						
Yellow:	11.72 ± 0.2 lbs/gal						
Lead-free Yellow:	11.46 ± 0.2 lbs/gal						
SAFETY PRECAUTIONS							
Refer to the MSDS sheet before use. Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.							
DISCLAIMER	WARRANTY						
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SETFAST® LOW VOC ACRYLIC TRAFFIC MARKING PAINT

TM5626
TM5627

WHITE
LEAD FREE YELLOW

APPLICATION BULLETIN

Revised 11/08

SURFACE PREPARATION	APPLICATION CONDITIONS
Surfaces should be clean, dry and free from loose or peeling paint. Do not apply when air or surface temperatures are below 40°F, or when the relative humidity exceeds 85%, or when the temperature falls below the dew point. The presence of concrete sealers or efflorescence of new concrete may interfere with adhesion, and should be removed by extended weathering, etching, or abrasive blasting. Most previously painted lines may be repainted without additional surface preparation, provided the old paint is tightly adhered to the surface. However, multiple layers of paint will eventually peel and will require removal. New asphalt surfaces should ideally be allowed to age several months before striping. Solvent based paints may cause bleeding through the paint. Placing an inconspicuous test stripe to determine if the asphalt has aged sufficiently to use solvent paint is recommended. If it is necessary to paint a fresh asphalt surface, use a latex striping paint following the recommended procedures.	Temperature: 40°F minimum, 90°F maximum (air, surface, and material) At least 5°F above dew point Relative humidity: 85% maximum
	APPLICATION EQUIPMENT
	The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions. Reducer Not recommended Clean Up: Acetone, R6K9 Airless Spray Line Striping Equipment Pressure 1500-2000 psi Hose 3/8" ID Tip015" - .019" Filter 60 mesh Conventional Spray Typical fluid tip size is about 0.1" orifice, with a matching fan cap designed for striping application. Working pressures will vary with ambient temperatures. The correct pressure is the lowest pot and atomizing pressure that produces a flat line of the correct thickness. Heated air atomized spray may also be used, allowing improved sprayability but not necessarily dry time. Quick drying application can be expected at ambient temperatures within recommended range. Brush, small areas only Brush Nylon/Polyester Natural Bristle Roller, small areas only Cover 3/8" woven with phenolic core NOTE: Fluid and atomization pressures are dependent on environmental conditions. Use the lowest pressures necessary to achieve a "flat line". If the striping machine is also used for water based paint, care must be taken to avoid solvent contamination. If specific application equipment is not listed above, equivalent equipment may be substituted.



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SETFAST® LOW VOC ACRYLIC TRAFFIC MARKING PAINT

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TM5627

WHITE
LEAD FREE YELLOW

APPLICATION BULLETIN

APPLICATION PROCEDURES	PERFORMANCE TIPS										
Surface preparation must be completed as indicated. Mixing Instructions: Mix paint thoroughly by boxing, stirring, or power agitation before use. Apply paint at the recommended film thickness and spreading rate as indicated below: Recommended Spreading Rate per coat: Approximately 320 lineal feet of standard 4" stripe per gallon <table><tr><td>Wet mils:</td><td>15.0</td></tr><tr><td>Dry mils:</td><td>7.5</td></tr><tr><td>Coverage:</td><td>110 sq ft/gal approximate</td></tr></table> NOTE: Brush or roll application for small areas only. If the asphalt is insufficiently cured, applying a thin coat (approximately 1/2 the recommended dft) generally reduces the extent of lifting and cracking. Drying Schedule @ 15.0 mils wet, 50% RH and 77°F: per ASTM D-711 <table><tr><td>To touch:</td><td>5 minutes</td></tr><tr><td>No traffic pick up after:</td><td>5 minutes</td></tr></table> Drying time is temperature, humidity and film thickness dependent. Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.	Wet mils:	15.0	Dry mils:	7.5	Coverage:	110 sq ft/gal approximate	To touch:	5 minutes	No traffic pick up after:	5 minutes	Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build. No reduction of material is recommended as it can affect film build, appearance, and adhesion. In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Acetone, R6K9. Asphalt surfaces generally require aging prior to painting. If the asphalt is insufficiently cured, applying a thin coat (approximately 1/2 the recommended dft) generally reduces the extent of lifting and cracking. Check adhesion by applying a test strip to determine the readiness for painting. The coating may be made into reflective paint by dropping on glass beads while the paint is still wet. Painted surfaces can become slippery when wet. Zone Marking paints are not intended for use as floor paints, and should not be used to paint large areas subject to pedestrian traffic. For instance, painting an entire traffic stall is not recommended. Do not paint on wet surfaces. Do not paint when the relative humidity is above 85%. Do not paint when the temperature is below 40°F. Cool, damp conditions will prolong the drying time. Refer to Product Information sheet for additional performance characteristics and properties.
Wet mils:	15.0										
Dry mils:	7.5										
Coverage:	110 sq ft/gal approximate										
To touch:	5 minutes										
No traffic pick up after:	5 minutes										
CLEAN UP INSTRUCTIONS	SAFETY PRECAUTIONS										
Clean spills and spatters immediately with Acetone, R6K9. Clean tools immediately after use with Acetone, R6K9. Follow manufacturer's safety recommendations when using any solvent.	Refer to the MSDS sheet before use. Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.										
DISCLAIMER	WARRANTY										
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HIGHWAY PRODUCTS

05/06

SETFAST® VOC COMPLIANT SOLVENTBASED ACRYLIC TRAFFIC MARKING PAINT

TM5628 Red
TM5629 Black

PRODUCT DESCRIPTION

SETFAST® VOC Compliant Solvent Based Acrylic Traffic Marking Paint TM5628 and TM5629 are fast dry (non-heat applied) acetone based paints. Acetone, as the main solvent, has Exempt Status under Federal law and does not contribute harmful VOC's.*

SETFAST® VOC Compliant Acrylic Copolymer Traffic Paint is 100% acrylic, which offers the following outstanding properties:

- Fast dry, cure, and hardness development.
- Excellent dirt pick-up resistance.
- High durability on concrete and asphalt surfaces.

Recommended Uses:

SETFAST® VOC Compliant Solvent Based Acrylic Traffic Marking Paint TM5628 and TM5629 have been developed for use over concrete, asphalt, brick and other surfaces and parking lot. Do not use this product over uncured asphalt surfaces such as commonly found on tennis courts, asphalt driveways and some parking lots.

APPLICATION

Application Conditions:
Air/Surface Temperature:
40 - 110°F (at least 5°F above the dew point)
Relative Humidity.....85% max.

Methods: Airless and Conventional Spray
Conventional Spray: Typical fluid tip size is about 0.1" orifice, with a matching fan cap designed for striping application. Working pressures will vary with ambient temperatures. The correct pressure is the lowest pot and atomizing pressure that produces a flat line of the correct thickness. Heated air atomized spray may also be used, allowing improved spray ability but not necessarily dry time. Quick-drying application can be expected at ambient temperatures within recommended range.

Airless Spray: Typical working pressures are 1500 to 2000 psi, using a .015" to .017" tip size

in walk behind striping machines. 50 to 100 mesh filters at the gun are recommended.

This traffic marking paint is not recommended for brush or roller application. If the striping machine is used with waterborne paint, care must be taken to prevent contamination of the paint types.

Thinning and Cleanup: Thinning should not normally be required. Additional solvent could raise the intended VOC, and may slow dry time or promote bleeding on asphalt surfaces. Clean-up with Xylene, Toluene, or MEK.

Tinting: This product may be tinted with up to 4 oz. colorant per gallon. Exterior grade colorants only should be used. Handicap Blue may be obtained by tinting the White with 2-3 oz. of blue per gallon.

PRECAUTIONS

FOR INDUSTRIAL USE ONLY.
SEE MATERIAL SAFETY DATA SHEET.

This paint is FLAMMABLE. Vapors may cause flash fires. Keep away from heat, sparks, and open flame. During use and until all vapors are gone: Keep area ventilated-Do not smoke-Extinguish all flames, pilot lights and heaters -Turn off stoves, electric tools and appliances, and any other sources of ignition.

Use only with adequate ventilation. To avoid over-exposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air or wear respiratory protection (NIOSH/MSHA TC23C or equivalent) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage.

First Aid: In case of eye contact, flush thoroughly with large amounts of water for 15 minutes and get medical attention. For skin contact, wash thoroughly with soap and water.

If case of respiratory difficulty, provide fresh air and call physician. If swallowed, get medical attention immediately.

READ AND FOLLOW WARNING LABELS ON PACKAGING.

Traffic marking paints are not intended for use as floor paints, and should not be used to paint large areas subject to pedestrian zone which may become slippery when wet.

SURFACE PREPARATION

Surfaces should be clean and dry, and free from loose or peeling paint.

The presence of concrete sealers or efflorescence of new concrete may interfere with adhesion, and should be removed by extended weathering, etching, or abrasive blasting. Most previously painted lines may be repainted without additional surface preparation, provided the old paint is still tightly adhered to the surface. However, multiple layers of paint will eventually peel, and will require removal.

New asphalt surfaces should ideally be allowed to age several months before striping. Solvent-based paints may cause bleeding through the paint. Placing an inconspicuous test stripe to determine if the asphalt has aged sufficiently to use solvent paint is recommended. If it is necessary to paint a fresh asphalt surface, use a latex striping paint following the recommended procedures.

The information, ranges and opinions stated here pertain to the material currently offered and represent the best of our belief to be reliable. Published technical data and instructions are subject to change. Consult with your Sherwin-Williams Representative for current recommendations.

*Federal EPA has added acetone to the list of solvents exempt from the VOC definition. State or local laws may incorporate the Federal definition, or they may have their own, and may take precedence over Federal rules. Acetone may or may not be an exempt solvent where State or local VOC regulations are in effect. Consult with your Sherwin-Williams representative.

PRODUCT DATA
SETFAST® VOC COMPLIANT
SOLVENTBASED ACRYLIC TRAFFIC MARKING PAINT

Red TM5628
Black TM5629

PRODUCT SPECIFICATIONS

Test	Method/Reference	Product Specification
Dry-No-Pickup	ASTM D711	10 mins max
Dry Opacity (contrast ratio)	Fed. TM 141C @ 15 mils	Black 0.99 min, Red 0.96 Min.
Hegman Grind	ASTM D1210	2 min.
Viscosity	ASTM D562	75-90 KU
Water Resistance	TT-P-115-F	Pass

COMPOSITION INFORMATION

Reference	Product Specification
TOTAL SOLIDS:	Red: 74.4 +/- 3% (weight) Black: 71.5 +/- 3% (weight) Red: 52.2 +/- 3% (volume) Black: 50.5 +/- 3% (volume)
PIGMENT %:	Red: 57.3 +/- 3% Black: 53.1 +/- 3%
VEHICLE TYPE:	Acrylic
DENSITY: (lbs/gal)	Red: 11.7 +/- 0.3 lbs./gal Black: 11.6 +/- 0.3 lbs/gal
V.O.C.	Less than 150gms/ltr (1.25 lbs/gal)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/24/2019

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

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

PRODUCER Aon Risk Insurance Services West, Inc. San Jose CA Office 177 Park Avenue, Suite 200 San Jose CA 95113 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:														
INSURED Graham Contractors, Inc. 860 Lonus Street P.O. Box 26770 San Jose CA 95159 USA	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: The Travelers Indemnity Co of CT</td><td>25682</td></tr><tr><td>INSURER B: Travelers Property Cas Co of America</td><td>25674</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Travelers Indemnity Co of CT	25682	INSURER B: Travelers Property Cas Co of America	25674	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 570077596724

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER			DT22C02G512264TCT19	05/01/2019	05/01/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$4,000,000</td></tr></table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COMP/OP AGG	\$4,000,000
EACH OCCURRENCE	\$2,000,000																		
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MED EXP (Any one person)	\$10,000																		
PERSONAL & ADV INJURY	\$2,000,000																		
GENERAL AGGREGATE	\$4,000,000																		
PRODUCTS - COMP/OP AGG	\$4,000,000																		
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			810-2N814736-19-26-G	05/01/2019	05/01/2020	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						<table border="1"><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></table>	EACH OCCURRENCE		AGGREGATE									
EACH OCCURRENCE																			
AGGREGATE																			
B	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N/A		UB4K2011301926G	05/01/2019	05/01/2020	<table border="1"><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000				
☒ PER STATUTE ☐ 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: GCI Job No. 19-226, Contract No. 1913, Project *Description: All Contracts, Site Name: All Sites, Address: 2060 Challenger Drive, Alameda, CA 94502. - Alameda Unified School District, its trustees, employees, agents and the State of California are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. With respects to the Workers' Compensation coverage, officers and directors are excluded.

CERTIFICATE HOLDER**CANCELLATION**

Alameda Unified School District 2060 Challenger Drive Alameda CA 94501 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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Holder Identifier: ABCEFU

Certificate No.: 570077596724

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- A. Who Is An Insured – Unnamed Subsidiaries
- B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability – Railroads
- F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

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

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

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

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

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

D. BLANKET WAIVER OF SUBROGATION

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

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

- a. "Bodily injury" or "property damage" that occurs; or
 - b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

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

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS
IF REQUIRED BY WRITTEN CONTRACT
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect,

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

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

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

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

- Any covered "auto" you lease, hire, rent or borrow; and
- Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

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

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

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

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

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

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

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

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

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

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

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

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

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

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

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

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

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL PROPERTY

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

Personal Property

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

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

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

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

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

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

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

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

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

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

COMMERCIAL AUTO

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

N. UNINTENTIONAL ERRORS OR OMISSIONS

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

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



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB- 4K201130 -19 -26-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 03.000 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE
INSURED HAS AGREED BY WRITTEN CONTRACT
EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05-01-2019
Insured Graham Contractors, Inc.

Policy No. UB- 4K201130 -19 -26-G

Endorsement No.
Premium

Travelers Property Casualty Company of America

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

NONRENEWAL: Number of Days Notice of Nonrenewal: 30

**PERSON OR
ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

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NONRENEWAL: Number of Days Notice of Nonrenewal: 30

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2.

WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

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A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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