

ALAMEDA UNIFIED SCHOOL DISTRICT  
STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of November, 2018 in the State of California, County of Alameda, by and between the **Alameda Unified School District**, hereafter referred to as District, and MBS Engineering, Inc. hereafter referred to as Contractor.

WITNESSETH: That Contractor for and in consideration of the covenants, conditions, agreements and stipulations of District hereinafter expressed, does hereby agree to furnish to District services and/or materials, as follows:

Scope of work:

Ruby Bridges Elementary: Gas Line Repairs at four (4) locations:

Kitchen/Cafeteria, 300 Wing Building, 400 Wing Building, 500 Wing Building

See Attached Exhibits: A - for full scope of work

B - for map/pictures

In consideration of the above services and/or materials, District agrees to pay to the Contractor the sum of \$ \$52,067.62, upon completion of the work, delivery and receipt of invoice, except for any amounts the District disputes as owed.

Lead-time(s) Required: N/A

Time for Completion of Work: The Contractor shall complete the Scope of Work no later than: Friday, December 28th, 2018.

The provisions on the following pages hereof, entitled **Terms and Conditions** constitute a part of this Agreement.

Contract Number: 1825

PWC Reg #: 1000003509

PWC-100 #: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below

DISTRICT

Alameda Unified School District  
2060 Challenger Drive  
Alameda, CA, 94501  
Phone: (510) 337-7090  
Fax: (510) 337-7088

Monty Patterson

Printed Name

Monty Patterson 12/5/18  
Signature Date

Director MOF

Title

Approved:

Shariq Khan

Printed Name

Shariq Khan 11-29-18  
Signature Date

CBO

Title

CONTRACTOR

Dan Whaley 11-29-18  
Authorized Signature Date

Dan Whaley  
Printed Name

Engineer/Estimator  
Title

MBS Engineering, Inc.  
Company Name

12893 Alcosta Blvd, Ste K  
Address

San Ramon, CA 94583  
City, State ZIP

925-334-7200  
Phone Number

dan@mbs.engineering  
Email Address

45-5477800  
Federal Employer ID Number

990872  
License Number

Budget Code: 01-8150-0-0000-8110-5000-077-77-3014

## TERMS AND CONDITIONS

1. The contractor detailed on the front of this Agreement will hereinafter be referred to as Contractor. Alameda Unified School District will hereinafter be referred to as District.
2. The Contractor shall indemnify, defend and save harmless the District, its Board, agents and employees from any and all claims and losses accruing or resulting from any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers, employees or agents of the District. The Contractor shall, in the performance of this Agreement, comply with all applicable federal, state and local laws and regulations, and shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection work and materials to be provided.
4. The District may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the District may proceed with the work in any manner deemed proper by the District and seek reimbursement from the Contractor. The cost to the District shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the District, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement. The failure to complete the Scope of Work in a timely manner shall be considered a material breach of this Agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be the total compensation for all of Contractor's expenses, and costs incurred in the performance hereof, including travel per diem, unless otherwise so provided, in writing signed by the District.
9. All equipment, supplies and services sold to the District shall conform to the general safety orders, regulations and laws of the State of California.
10. The District reserves the right to withhold payment until this Agreement is completed and/or accepted by the District.

Item 11 X is \_\_\_\_\_ is not applicable to this Agreement.

11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein. The Contractor also agrees to comply with all applicable provisions of the California Labor Code, 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).

12. A Certificate of Insurance is required that must include the following coverage:

- (a) Liability Insurance (\$1,000,000/\$1,000,000/\$1,000,000 minimum).
- (b) Worker's Compensation Insurance.

Contractor shall be responsible for carrying its own worker's compensation insurance. District shall not withhold or set aside state or federal income tax, FICA taxes, unemployment insurance, disability insurance, or any other federal or state taxes or payment whatsoever. Internal Revenue Service regulations require District to report all payments to individuals for consultant services. Contractor shall be responsible for the collection and payment of any and all sales and/or use taxes. It shall be the sole responsibility of Contractor to account for all of the above and Contractor agrees to hold District harmless for all liability for these taxes.

The Contractor shall name the District as an additional insured with respect to the above referenced liability insurance and shall provide the District with a Certificate of Insurance indicating such before any work under this Agreement is commenced.

13. 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.

14. The District has a "NO SMOKING" policy at all sites. Contractor is responsible to make sure that no one smokes on school district property.

15. Contractor certifies that it has registered with the Department of Industrial Relations and is eligible to perform public works as required by Public Contracting Code Sections 1725.5 and 1771.1. Contractor acknowledges that failure to acquire and maintain its registration is grounds for termination of this Agreement.

16. 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).

17. 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.

18. Neither this Agreement nor any duties or obligations hereunder shall be assignable by the Contractor without the prior written consent of District. In the event of an assignment by the Contractor to which District has consented, the assignee or his/her legal representative shall agree in writing with District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

19. This Agreement may be signed in multiple counterparts, all of which shall be taken together as a single document. A facsimile signature constitutes an original and all evidentiary objections to same other than for authenticity of signature are waived.

#### PREVAILING WAGE CERTIFICATION

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: 11-29-18  
Proper Name of Contractor: MBS Engineering, Inc.  
Signature: *[Signature]*  
Print Name: Dan Whaley  
Title: Engineer/Estimator

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#### WORKERS' COMPENSATION CERTIFICATION

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: 11-29-18  
Proper Name of Contractor: MBS Engineering, Inc.  
Signature: *[Signature]*  
Print Name: Dan Whaley  
Title: Engineer/Estimator

(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

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (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 Work 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: Josh Persinger  
Title: Foreman

\_\_\_\_\_ 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.

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: 11-29-18  
Proper Name of Contractor: MBS Engineering, Inc.  
Signature: [Signature]  
Print Name: Dan Whalen  
Title: Engineer/Estimator

Addendum to Standard Agreement Contract #1825, dated 11/28/18.

Exhibit "A"

Estimate: 81 Ruby Bridges Elm. - Repair of Building Gas Line - (4) Locations MBS Proposal

Scope:

Due to gas leaks discovered at (2) building connections at Ruby Bridges Elementary in Alameda, CA, MBS Engineering recommends the remaining (4) building connections be replaced. The piping found at each building was heavily corroded in the last 10-15 LF of piping feeding the buildings due to poor transitions from MDPE to steel pipe and improper corrosion protection. These remaining (4) locations have a high probability of leading to dangerous gas leaks if not repaired. MBS is proposing to perform utility locating at each location to identify path of gas line and other utility crossings, concrete cutting and removal of areas where gas line transitions from Poly to steel, excavation to expose gas piping at each location to 12" below existing pipe, removal of existing steel underground gas piping, installation of new MDPE gas piping (1.25"), installation of new Poly to Steel Transition Riser at each location with manual shut-off valve above grade, penetration of exterior wall to make connection to existing piping inside wall, pressure and leak testing of each location, coating and painting of piping to protect against corrosion, backfill and compaction using native soil, sand and AB, and concrete replacement to match existing.

Locations Included: Kitchen/Cafeteria, 300 Wing Building, 400 Wing Building, 500 Wing Building:

Description of Job Services:

**2010 - Utility locating**

- a. MBS to provide professional utility locating service to locate and mark all utilities along existing/new natural gas pipeline.
- b. MBS to investigate and locate path of gas line at each of the (4) Locations using Heath SureLock All Pro locator.

**2020 - Safety**

- a. MBS to provide a safety barrier around all trenches and construction sites.
- b. Safety barrier will include the use of a set of layered cones, delineators, and safety barriers. Cones will be used on the outside of the gas line trench with delineators inside of these cones running the length of the trench. Caution tape will be strung on delineators down the length of the trench.
- c. Trench plates will be used to cover areas where traffic crossings are.
- d. MBS to provide Traffic Control for cars entering and leaving area.
- e. Equipment Required: Safety Delineators, Caution Tape, Safety Cones, Safety Barriers and Trench Plates

**2031 - Asphalt/Concrete Cutting & Removal**

- a. MBS to provide concrete cutting and removal services along path of the lateral lines at each of the (4) locations. Concrete thickness assumed to be 4-7" at each location.

## ALAMEDA UNIFIED SCHOOL DISTRICT

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b. Equipment Required: Asphalt/concrete saw, 90 lbs. pneumatic Jack Hammer, 185 CFM 49 HP Air Compressor, Trailblazer 325 Welder/Generator.

### **2040 - Excavation/Trenching**

- a. MBS to provide excavation services to expose the existing gas line. Excavation of each area to be 15'x3' wide and depth of 40"
- b. MBS is proposing new gas line to follow path of existing line. Old gas line to be cut and removed.
- c. Spoils to be used for backfill of area.
- e. Equipment Required: Digging Tools, Hand Tools, MBS F-550 & F-350 Series Utility Trucks, Trailblazer 325 Welder/Generator, Roto-Hammers.

### **2051 - Underground Pipe Installation**

- a. MBS to furnish and install connection from underground valve to building connection.
- b. Installation of pipe and fittings performed to PG&E D-34 Gas standards and procedures by our PG&E certified installers.
- c. MBS to install section of MDPE piping complete with (1) Riser installation and (2) Poly welds at each location. New shut-off valve to be furnished and installed at each of the (4) locations and line to be tied-in to existing piping within wall.
- c. Gas to be turned off to existing gas line, and purged to atmosphere.
- d. Tracer wire to be furnished and installed on newly installed line, following PG&E Standards.
- f. Equipment Required: MBS F-550 series Utility Truck, Hand Tools, Trailblazer 325 Welder/Generator, 185 CFM 49 HP Air Compressor, McElroy Pitbull Mechanical Butt-Fusion Machine.

### **2053 - Pressure and Leak Testing**

- a. Newly installed gas line and components to be pressure tested to 15 PSIG for 30 Minutes. Line will be pressurized using air compressor.
- b. During pressure test all fittings, couplings, pipeline and points of connection will be tested for leaks.
- c. MBS will simulate and run PG&E clock test to verify no leaks in system.
- d. Equipment Required: MBS F-350 series and F-550 series Utility Trucks, Hand Tools, Trailblazer 325 Welder/Generator, 185 CFM 49 HP Air Compressor, and Pressure Manifold and Gauge.

### **2060 - Backfill**

- a. MBS to backfill gas trench using native sand, soil and aggregate base.
- b. Buried Gas Line Tape to be installed 12" above newly installed gas piping.
- d. Compaction to be 95% compaction requirements (use of existing and new virgin aggregate base as needed).
- e. Remove safety barriers.
- g. Equipment Required: MBS F-550 series Utility Trucks, 185 CFM 49 HP Air Compressor, Hand Tools, 30 lbs. Pneumatic Backfill Tamper, Trailblazer 325 Welder/Generator, Wacker

### **3010 - Concrete/Asphalt Replacement**

- a. MBS to replace concrete to match existing.
- b. Concrete thickness will be 4"-7" to match existing grading.

# ALAMEDA UNIFIED SCHOOL DISTRICT

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## Inclusions

- a. Work to be performed during regular working hours (6:00 A.M. to 5:00 P.M.) Overtime and night working hours are excluded and will be billed at an additional cost if necessary.
- b. The natural gas systems will be shut down and the gas appliances must be turned off.
- c. MBS Engineering to pressure test all installed underground piping to PG&E standards
- d. MBS Engineering to provide all equipment necessary to complete scope of work.
- e. MBS installs all underground PE gas pipe following PG&E Gas Design Standard D-34 standards and procedures.
- f. MBS installers PG&E trained and certified in Iron Pipe welding for use with natural gas piping following utility standards and procedures.
- g. Factory certified and trained gas regulator and gas meter mechanics.

## Phases Totals

Description	Total	Job %
2010 Utility Locating/Investigation	\$1,508.00	2.90%
2031 Asphalt/Concrete Cutting & Removal	\$5,780.48	11.10%
2040 Excavation/Trenching	\$15,020.62	28.85%
2051 Underground PE Gas Piping Installation	\$8,781.14	16.86%
2053 Pressure & Leak Testing	\$2,504.45	4.81%
2060 Backfill & Compaction	\$10,885.10	20.91%
3010 Concrete/Asphalt Replacement	\$7,587.84	14.57%
<b>Total Estimate</b>	<b>\$52,067.62</b>	<b>100.00%</b>

## Payments

Applicable Law: This contract shall be governed by the laws of Alameda County, The State of California, and any applicable Federal Law.

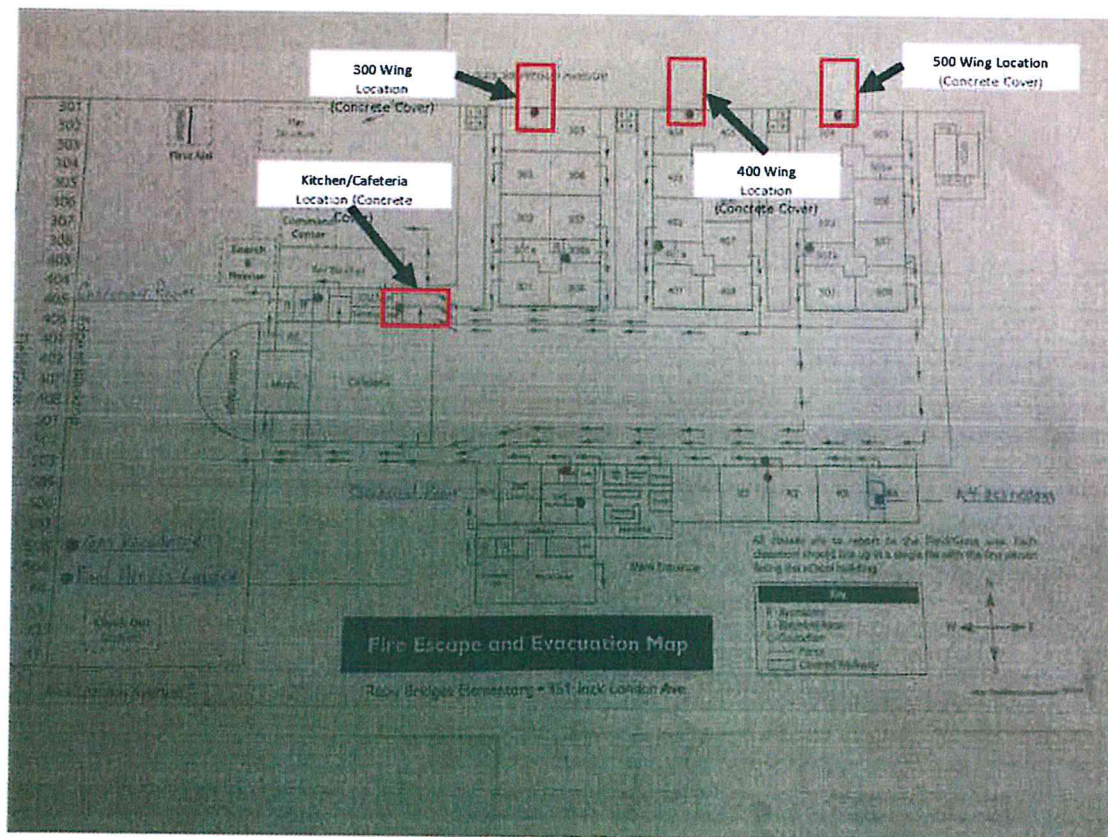
Insurance: A current insurance certificate for MBS Engineering will be on file with Alameda Unified School District and will be listed as additional insured.

Payment Terms: Net 15

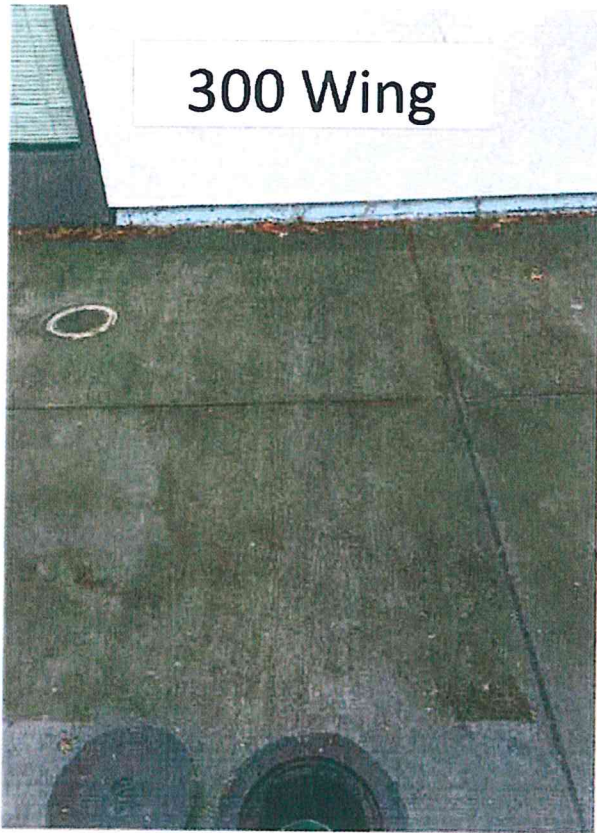
Addendum to Standard Agreement Contract #1825, dated 11/28/18.

## Exhibit "B"

Estimate: 81 Ruby Bridges Elm. - Repair of Building Gas Line - (4) Locations MBS Proposal



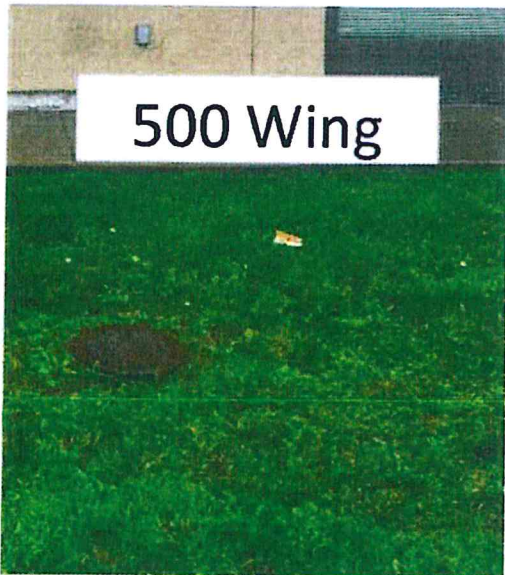
300 Wing



400 Wing



500 Wing



Cafeteria/  
Kitchen



**ALAMEDA UNIFIED SCHOOL DISTRICT**  
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**AMENDMENT NO. 1 to Standard Agreement**

**Dated December 4, 2018**

This Amendment is entered into between the Alameda Unified School District (District) and MBS Engineering, Inc (CONTRACTOR). District entered into a Standard Agreement with CONTRACTOR for after school services for fiscal year 2018-2019, and the parties agree to amend that Agreement as follows:

**1. Services**

The District and CONTRACTOR will (description of work here)  
The CONTRACTOR will perform additional gas line repair work at Ruby Bridges Elementary School.

**2. Compensation**

\$1,519.17. The original amount of contract was \$52,067.62.

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

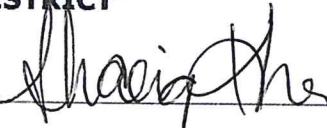
**4. Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	12/3/18	Increase needed for additional gas line work to be done at Ruby Bridges.	\$1,519.17

**ALAMEDA UNIFIED SCHOOL DISTRICT**  
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**"DISTRICT"**

By: 

Name: Shariq Khan

Title: Chief Business Officer

**"CONTRACTOR"**

By: 

Name: Dan Whaley

Title: Engineer / Estimator

"Exhibit C" to Standard Agreement #1825,  
Change Order #1, dated 12/3/18

		CHANGE ORDER REPORT - MBS ENGINEERING		12893 Alcosta Boulevard, Suite K San Ramon, CA 94583 Office: 925.334.7200 Fax: 925.365.1618 License# 990872   SB 2003043 www.MBS.Engineering						
		Job Description: <u>Ruby Bridges Elementary - Gas Line Repairs</u> MBS Job No: <u>1847</u> Total CO: <u>\$1,519.17</u> Report Date: <u>12/3/2018</u> Activity Date: <u>12/3/2018 - 12/4/2018</u>		PCO No: <u>1</u> Customer Job No: <u>1825</u> Authorized By: <u>Monty Patterson</u> Report By: <u>Dan Whaley</u>						
<b>Description of Work:</b>		MBS Engineering is currently performing work to repair building connections for gas lines at (4) locations. At the 300, 400 and 500 Wings, it has been requested that the gas line be routed vertically up the wall to make connection to existing piping on the rooftop. MBS original scope of work entailed making the connection to the existing piping through the exterior wall. This report details the additional labor, equipment and material required for this change in scope for pipefitting, furnishing of materials, properly anchoring pipe, and leak testing.								
Labor Charges										
No.	Classification	Hours			Wages			Total RT Labor	Total OT Labor	Total OT Labor
		RT	OT	OT	RT Rate	OT Rate	OT Rate			
1	Superintendent	1.00			\$ 175.00			\$ 175.00		
2	Foreman	1.50			\$ 120.00			\$ 180.00		
3	Laborer	3.00			\$ 75.00			\$ 225.00		
								Total RT Cost	\$	580.00
								Total OT Cost	\$	-
								Labor Subtotal	\$	580.00
								P & O 20%	\$	116.00
								Total Labor	\$	696.00
Equipment Charges - No Additional Equipment Charges										
No.	Equipment Description				Date Start	Date End	Days	Rate	Total Equip.	
								Equipment Subtotal	\$	-
								P & O 10%	\$	-
								Total Equipment	\$	-
Materials/Specialist Work/Comp Sum of Unit Price Costs										
No.	Description				Date	Qty	Unit	Price	Total	
1	105 LF 1-1/4" Galvanized Threaded Piping				12/3/2018	105	LF	\$ 4.03	\$ 423.15	
2	20LF - Unistrut, Clamps and Anchors				12/3/2018	20	LF	\$ 3.85	\$ 77.00	
3	Galvanized 1-1/4" Fittings (Elbows, Couplings)				12/3/2018	1	LS	\$ 215.65	\$ 215.65	
								Material and Specialists Subtotal	\$	715.80
								P & O 15%	\$	107.37
								Total Mat. And Specialists	\$	823.17

O/C to proceed w/ Change Order



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2018

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

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

<b>PRODUCER</b> Kosich Insurance Agency, Inc. 3435 Mt. Diablo Blvd., Ste 300  Lafayette CA 94549		<b>CONTACT NAME:</b> Kenneth Kosich <b>PHONE (A/C, No, Ext):</b> (925) 284-3911 <b>FAX (A/C, No):</b> (925) 284-3919 <b>E-MAIL ADDRESS:</b> corp@kosich.com													
<b>INSURED</b> MBS Engineering, Inc  12893 Alcosta Blvd., Suite K  San Ramon CA 94583		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td><b>INSURER A:</b> National Union Fire Ins Co of</td><td><b>NAIC #</b> 19445</td></tr><tr><td><b>INSURER B:</b> Wesco Insurance Company</td><td>25011</td></tr><tr><td><b>INSURER C:</b> Metropolitan Drt Prop &amp; Cas In</td><td>25321</td></tr><tr><td><b>INSURER D:</b> Gemini Insurance Co</td><td>10833</td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>		<b>INSURER A:</b> National Union Fire Ins Co of	<b>NAIC #</b> 19445	<b>INSURER B:</b> Wesco Insurance Company	25011	<b>INSURER C:</b> Metropolitan Drt Prop & Cas In	25321	<b>INSURER D:</b> Gemini Insurance Co	10833	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b> Gemini Insurance Co	10833														
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES****CERTIFICATE NUMBER:** Cert ID 3552**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																			
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <table border="0"><tr><td><input type="checkbox"/> CLAIMS-MADE</td><td><input checked="" type="checkbox"/> OCCUR</td></tr></table>  GEN'L AGGREGATE LIMIT APPLIES PER: <table border="0"><tr><td><input checked="" type="checkbox"/> POLICY</td><td><input type="checkbox"/> PRO-JECT</td><td><input type="checkbox"/> LOC</td></tr></table> OTHER:	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC	Y	Y	VCGP024171	11/12/2018	11/12/2019	<table border="0"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y	WWC3381930	11/18/2018	11/18/2019	<table border="0"><tr><td>PER STATUTE</td><td>OTH-ER</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	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000											
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Description: All Sites: Gas Line Maintenance & Repair work at Alameda Unified School District, 2060 Challenger Drive, Alameda, CA 94501  
Alameda Unified School District, its trustees, employees, and agents, the State of California are included as additional insureds for General Liability as required by written contract per attached endorsement form CG20100704, coverage is primary & non-contributory per attached endorsement form, CG20010413, waiver of subrogation applies per attached endorsement form CG24040509, completed operations wording applies per attached endorsement form CG20370704, ongoing operations per attached endorsement form RSG150170615, and for Auto Liability per attached endorsement form MPLCA0416 and work comp waiver of subrogation #WC040306. 30 Day notice of cancellation, except 10

**CERTIFICATE HOLDER****CANCELLATION**

Alameda Unified School District  2060 Challenger Drive  Alameda CA 94501	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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## DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE  
11/29/2018

**CERTIFICATE HOLDER:**

Alameda Unified School District

2060 Challenger Drive

Alameda CA 94501

**INSURED:**

MBS Engineering, Inc

12893 Alcosta Blvd., Suite K  
San Ramon CA 94583

**DESCRIPTION OF OPERATIONS CONTINUED:**

day notice for non-payment of premium applies per policy provisions.

Policy Number: VCGP024171  
Insured Name: MBS Engineering, Inc.  
Number: 43

CG 20 10 07 04 Effective

Date: 11/12/2018

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

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

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
For Non-Residential and Non-Mixed use projects only. Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	For Non-Residential and Non-Mixed use projects only. All locations for which you have agreed in a written and executed contract prior to an "occurrence".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy: VCGP024171  
Insured Name: MBS Engineering, Inc.  
Number: 16

CG 20 01 04 13

Effective Date: 11/12/2018

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

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The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Policy Number: VCGP024171  
Insured Name: MBS Engineering, Inc.  
Number: 45

CG 24 04 05 09

Effective Date: 11/12/2018

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

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

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

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SCHEDULE
<b>Name Of Person Or Organization:</b> Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **ADDITIONAL INSURED BLANKET – YOUR WORK**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

SCHEDULE	
<b>Name of Person or Organization:</b>	Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

**SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard".

This endorsement effective 11/12/2018  
forms part of Policy Number VCGP024171  
issued to M B S ENGINEERING INC  
by Landmark American Insurance Company

Policy Number: VCGP024171  
Insured Name: MBS Engineering, Inc.  
Number: 44

CG 20 37 07 04

Effective Date: 11/12/2018

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

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

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
For Non-Residential and Non-Mixed use projects only. Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	For Non-Residential and Non-Mixed use projects only. All locations for which you have agreed in a written and executed contract prior to an "occurrence".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

## **LINK BUSINESS AUTO PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:  
**BUSINESS AUTO COVERAGE FORM**

### **A. BLANKET ADDITIONAL INSURED**

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

- d. Any person or organization that you are required to include as an additional insured on this Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies.

### **B. EMPLOYEE HIRED AUTOS**

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

- e. An "employee" of yours while operating a covered "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**:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:
  - (1) Any covered "auto" you lease, hire, rent or borrow; and
  - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

### **C. 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.

### **D. 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.

### **E. TRAILERS – INCREASED LOAD CAPACITY**

The following replaces Paragraph C.1., **Certain Trailers, Mobile Equipment and Temporary Substitute Autos** of **SECTION I – COVERED AUTOS**:

- 1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

### **F. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

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

**c. Hired Auto Physical Damage Coverage Extension**

If hired, rented, and borrowed "autos" are covered "autos" for Covered Autos Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:
  - (a) \$50,000;
  - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- (5) This Coverage Extension does not apply to:
  - (a) Any "auto" that is hired, rented or borrowed with a driver; or
  - (b) Any "auto" that is hired, rented or borrowed from your "employee".

**G. 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.

**H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**

The first sentence in paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted and replaced with the following:

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$5,000, if at the time of "loss", such electronic equipment is:

**I. 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.

**J. PERSONAL PROPERTY COVERAGE**

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

**d. Personal Property Coverage**

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

- (1) owned by an "insured"; and
- (2) in or on your covered "auto";

in the event of a total theft "loss" of your covered "auto". No deductibles apply to Personal Property Coverage.

**K. AIRBAG COVERAGE**

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. 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 such waiver is required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**WAIVER OF OUR RIGHT To RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right To recover our payments from anyone liable For an injury covered by this policy. We will Not enforce our right against the person Or organization named In the Schedule. (This agreement applies only To the extent that you perform work under a written contract that requires you To obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration Of your employees While engaged In the work described In the Schedule.

The additional premium For this endorsement shall be 2% Of the California workers' compensation premium otherwise due on such remuneration.

**Schedule****Person or Organization****Job Description**

Any person or organization as required by written contract.

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	11/18/2018	Policy No.	WWC3381930	Endorsement No.	0
Insured	MBS Engineering (A Corp)			Premium \$	22749
Insurance Company	Wesco Insurance Company				

Countersigned by \_\_\_\_\_