

AMENDMENT TO AGREEMENT

ORIGINAL

This Amendment of the Agreement, entered into this ____ day of January, 2017, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and **RAY'S ELECTRIC**, a California corporation whose address is **411 PENDLETON WAY, SUITE B, OAKLAND, CALIFORNIA 94621**, hereinafter called the Contractor, in reference to the following:

RECITALS:

A. On February 17, 2016, an agreement was entered into by and between City and Contractor (hereinafter "Agreement").

B. City and Contractor desire to modify the Agreement to provide unforeseen additional work to complete project and to add additional compensation on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 3, COMPENSATION TO CONTRACTOR, Paragraph 1 and 4 of the Agreement is modified to read as follows:

"Contractor shall be compensated for services performed pursuant to this First Amendment to Agreement in the amount and manner set forth in Contractor's quote, which is attached hereto as Exhibit "B1" and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City, to be taken from the 91163 fund."

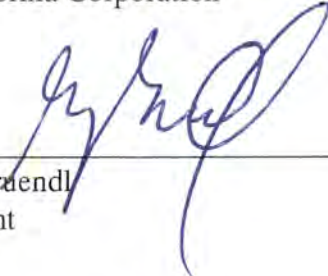
"Total compensation under this First Amendment to Agreement shall not exceed 58,000. For a contract total of \$176,320."

2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.


Signatures on following page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

RAY'S ELECTRIC
A California Corporation



Greg Graendl
President




Carlos Franco
Secretary

CITY OF ALAMEDA
A Municipal Corporation

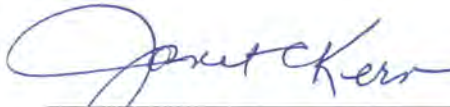
Jill Keimach
City Manager

RECOMMENDED FOR APPROVAL



Robert G. Haun
Public Works Director

APPROVED AS TO FORM:
City Attorney



~~Andrico Penick~~ JANET C KERN
Assistant City Attorney

Daily Extra Work Report

Ray's Project No: 16-07C

Project: Alameda - Ferry Terminal

Report Number: 1

Work Performed By: Ray's Electric

Description of Work: Remove and Dispose Trees and Vegetation at New Driveway

Date Performed: 4/5/2016

Date of Report: 4/27/2016

Regular Labor Surcharge (Per Caltrans):

OT Labor Surcharge (Per Caltrans):

LABOR							Sub Work ?:		No
Craft ID	Int.	Labor Name Last Name	Regular Hours		Overtime Hours		Subsistence		Extended
			Hrs	Rate	Hrs	Rate	Units	Rate	Amount
4MAN	P	Zepeda	8	\$72.06					\$576.48
OP	B	Stevens	8	\$83.79					\$670.32
LABOR	M	Jacobo	8	\$65.11					\$520.88
LABOR	R	Guzman	8	\$65.11					\$520.88
LABOR	M	Lupian	8	\$65.11					\$520.88
LABOR	C	Chavarria	8	\$65.11					\$520.88
									\$0.00
									\$0.00
									\$0.00
									\$0.00
Cost of Labor									\$3,330.32
OH & Profit									\$499.55
Subsistence									\$3,829.87

EQUIPMENT									
Equip ID	Class	Equipment Description			Regular Time		Overtime		Extended
		Make	Code	Attach	Hrs	Rate	Hrs	Factor	
5	Pickup				8	\$19.98			\$159.84
SE27	Bobcat				8	\$40.01			\$320.08
11	Dump Truck				8	\$51.72			\$413.76
3	Utility Truck				8	\$25.18			\$201.44
									\$0.00
									\$0.00
									\$0.00
Equipment Cost									\$1,095.12
OH & Profit									\$164.27

MATERIALS						
Vendor Name	Invoice No.	Description	Units	Unit Cost	Amount	
Commercial Waste and Recycling		4/12/2016	1.0	\$70.06	\$70.06	
Commercial Waste and Recycling		4/13/2016	1.0	\$60.76	\$60.76	
Commercial Waste and Recycling		4/13/2016	1.0	\$84.94	\$84.94	
Commercial Waste and Recycling		4/22/2016	1.0	\$92.40	\$92.40	
Remove and Dispose Concrete/Vegetation		4/22/2016	1.0	\$1,000.00	\$1,000.00	
Materials/Specialist Costs					\$1,308.16	
OH & Profit					\$196.22	

Contractor: Ray's Electric

Owner Rep: Trung Nguyen (PM)

Subtotal	\$6,593.64
Markup on Sub Work	
Total Due This Report	\$6,593.64



Carlos Franco <carlos@rayselectric.net>

Re: Alameda Ferry Terminal - Progress Billing April 2016

1 message

Carlos Franco <carlos@rayselectric.net>

Mon, May 16, 2016 at 8:47 AM

To: tnguyen@alamedaca.gov, NARDO MACAPAGAL <NMACAPAG@alamedaca.gov>

Trung and Nardo,

Per our field meeting last Friday, attached please find our revised billing to include additional striping work completed by Striping Graphics. Striping Graphic's invoice is also attached as backup. Please provide approval of billing today, so that I may close receivable on my end for accounting purposes.

Thanks.

Carlos

On Tue, May 10, 2016 at 3:45 PM, Carlos Franco <carlos@rayselectric.net> wrote:

Trung,

Attached please find our progress billing for above referenced project. It includes all added work; increased AC thickness, added PCC area, and added demolition & offhaul. For increased AC and PCC, I simply increased corresponding bid item. For added demo & offhaul, I included it as a CO #1. Breakdown attached.

The only items the billing does not include is added cost for gate (which is pending approval) and Striping Graphics mentioned they may have a little bit of added work also. I still have not received those costs. Will forward once received.

Please provide your approval.

Thanks

-

Carlos Franco

Ray's Electric

411 Pendleton Way

Oakland, CA

(510) 577-7700 - Direct

(510) 577-7706 - Fax

-

Carlos Franco

Ray's Electric


411 Pendleton Way


Oakland, CA

(510) 577-7700 - Direct

(510) 577-7706 - Fax

2 attachments

 **04_16 Invoice.pdf**
46K

 **04_16 SG Invoice.pdf**
268K



Striping Graphics
501 Aaron Street
Cotati CA 94931
707-793-9425

License: 576756

Invoice

Invoice#: 19297

Date: 05/11/2016

Billed To: Ray's Electric
411 Pendleton Way, Suite B
Oakland CA 94621

Project: Alameda Ferry Terminal PL
Alameda CA

S.G. Job #: 17646

Due Date: 06/10/2016

Description	Amount
#16-07C Job Completed 100%	14,451.25

Notes:

Completed Per Agreement 4/29/16, 5/2/16, & 5/3/16

Striping, Pavement Marking, Signage
Per Contract - \$13,900.00
Authorized Additional Work - \$551.25

See attached for Project Breakdown

\$ 551.25 Striping Graphics
x 15% Markup
\$ 633.94 Ray's Electric

Thank you for your prompt payment!

Non-Taxable Amount:	14,451.25
Less Retention:	1,445.13
Amount Due	13,006.12



Carlos Franco <carlos@rayselectric.net>

Ferry Terminal - Daily Extra Work Reports

1 message

Carlos Franco <carlos@rayselectric.net>

Tue, Jun 7, 2016 at 4:33 PM

To: tnguyen@alamedaca.gov

Cc: NARDO MACAPAGAL <NMACAPAG@alamedaca.gov>, Akhil Tummala <akhil@rayselectric.net>

Trung,

Attached please find DEWRs 2-4 for added work at Ferry Terminal. Please issue change order. I will include this in May progress billing along with 3 added removable bollards.

DEWRS 2-4 = \$5,775.11

3 removable bollards = \$6,000.00

Total = \$11,775.11

Thanks.

-

Carlos Franco

Ray's Electric


411 Pendleton Way


Oakland, CA


(510) 577-7700 - Direct

(510) 577-7706 - Fax

3 attachments

 **DEWR 2-05-18-2016.pdf**
314K

 **DEWR 3- 05-19-2016.pdf**
553K

 **DEWR 4-05-24-2016.pdf**
1153K

Daily Extra Work Report

Ray's Project No: 16-07C

Project: Alameda - Ferry Terminal

Report Number: 2

Work Performed By: Ray's Electric

Description of Work: Pickup Material, Cut, Prep, and Paint in shop for 7 added bollards

Date Performed: 5/18/2016

Date of Report: 5/18/2016

Regular Labor Surcharge (Per Caltrans):

OT Labor Surcharge (Per Caltrans):

LABOR			Sub Work ?:						No
Craft ID	Int.	Labor Name Last Name	Regular Hours		Overtime Hours		Subsistence		Extended Amount
			Hrs	Rate	Hrs	Rate	Units	Rate	
FM	R	Gomez	8	\$72.06					\$576.48
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
							Cost of Labor		\$576.48
							OH & Profit		\$86.47
							Subsistence		\$662.95

EQUIPMENT		Equipment Description		Regular Time		Overtime		Extended	
Equip ID	Class	Make	Code	Attach	Hrs	Rate	Hrs	Factor	Amount
	Paint gun				4	\$11.12			\$44.48
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
							Equipment Cost		\$44.48
							OH & Profit		\$6.67

MATERIALS		Off & Profit		\$9.97	
Vendor Name	Invoice No.	Description	Units	Unit Cost	Amount
Hayward Pipe & Supply	022385-00-00	4" S40 A53A GT&C PIPE I	42.0	\$9.81	\$412.10
Home Depot	6255798798	Safety Yellow Paint 1 Gallon	1.0	\$42.60	\$42.60
					\$0.00
					\$0.00
					\$0.00
Contractor: Ray's Electric			Materials/Specialist Costs		\$454.70
			OH & Profit		\$68.20

Contractor: Ray's Electric

Owner Rep: Trung Ngyuen (PM)

Subtotal	\$1,237.01
Markup on Sub Work	
Total Due This Report	\$1 237 01

DECAVALON MADISON STORE MANAGER; NOW HIRING;
VISIT US: , CAREERS.HOMEDEPOT.COM

020066167950 PROSAFYELL <A>	37.98
PRO SAFETY YELLOW 100VOC GAL	
0000-999-832 GL Recyc\$ <A,U>	0.75
PAINTCARE FEE	

SUBTOTAL	38.73
SALES TAX	3.87
TOTAL	\$42.60

P.O.#/JOB NAME: 160

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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RETURN POLICY DEFINITIONS		
POLICY ID	DAYS	POLICY EXPIRES IN
A 1	90	08/16/2016

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

资料来源：根据《中国统计年鉴》、《中国农村统计年鉴》和《中国城市统计年鉴》整理。

ENTER FOR A CHANCE
TO WIN A \$5,000



Hayward Pipe & Supply Co., Inc.

COMPLETE PIPING PACKAGE
3718 Diablo Avenue Hayward, CA 94545
(510) 887-2700 • FAX (510) 785-6294
www.HaywardPipe.com

Order Confirmation



Order # 870 Rel
022385-00-00

08:32 05/18/16 GP

Page 1/1

BR/WHSE USER
01/01 GP

S Ray's Electric
O T 411 Pendleton Way
L O Suite B
D Oakland CA 94621

S Ray's Electric
H T 411 Pendleton Way
I O Suite B
P Oakland CA 94621

Buyer: Kenneth Ho

Tel 510-577-7700 Fax 510-577-7706

ORDER	CUSTOMER	CUSTOMER P/O	TERMS	TAX	SHIP	SALES	JOB
DATE	NUMBER	NUMBER	CODE	CODE	VIA	PERSON	ID/NAME
05/18/16	0002737	1607C-6	NET 30	104/10.000%	WILL CALL	H	

LN#	Q-ORD	PRODUCT	DESCRIPTION	UOM	UNIT-PRICE	DISC%	EXTENSION
1)	42	PCG4TI M	4" S40 A53A GT&C PIPE I	FT	8.92		\$374.64

=====

Sub-Total	374.64
Tax	37.46
Order Total ...	412.10

TOT: 42

Received in Good Condition:

X: _____

Thank you for your order!!

Terms & Conditions
QUOTED ITEMS ARE SUBJECT TO PRIOR SALE. UNLESS
OTHERWISE STATED, FRIEGHT CHARGES ARE NOT
INCLUDED. FABRICATED ITEMS ARE NON CANCELABLE &
NON RETURNABLE. RETURNS SUBJECT TO RESTOCKING FEE.

Ship Date _____	Loc _____
Volume _____	Picked by _____
Weight _____	
Pieces _____	Packed by _____
Pallet _____	
Pkgs _____	Checked by _____
Ctns _____	
Lnth _____	Loaded by _____

Daily Extra Work Report

Ray's Project No: 16-07C
 Project: Alameda - Ferry Terminal
 Report Number: 3
 Work Performed By: Ray's Electric
 Description of Work: Added 7 more bollards near crosswalk

Date Performed: 5/19/2016
 Date of Report: 5/19/2016
 Regular Labor Surcharge (Per Caltrans):
 OT Labor Surcharge (Per Caltrans):

LABOR										Sub Work ?:	No
Craft ID	Int.	Labor Name Last Name	Regular Hours		Overtime Hours		Subsistence		Extended		
			Hrs	Rate	Hrs	Rate	Units	Rate	Amount		
									\$0.00		
OP	S	Chavarria	8	\$83.79					\$670.32		
LABOR	S	Carbajal	8	\$65.11					\$520.88		
LABOR	J	Garcia	8	\$65.11					\$520.88		
									\$0.00		
									\$0.00		
									\$0.00		
									\$0.00		
									\$0.00		
									Cost of Labor	\$1,712.08	
									OH & Profit	\$256.81	
									Subsistence	\$1,968.89	

EQUIPMENT											
Equip ID	Class	Equipment Description			Regular Time		Overtime		Extended		
		Make	Code	Attach	Hrs	Rate	Hrs	Factor	Amount		
8	Utility Truck				8	\$27.36			\$218.88		
18	Bobcat				8	\$29.66			\$237.28		
	Bobcat Auger and Motor				8	\$18.15			\$145.20		
									\$0.00		
									\$0.00		
									\$0.00		
									\$0.00		
									Equipment Cost	\$601.36	
									OH & Profit	\$90.20	

MATERIALS								
Vendor Name			Invoice No.	Description	Units	Unit Cost	Amount	
Central Concrete			30011691	15% FA CF 6sk	3.0	\$215.92	\$647.75	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
							Materials/Specialist Costs	\$647.75
							OH & Profit	\$97.16

Contractor: Ray's Electric

Owner Rep: Trung Ngyuen (PM)

Subtotal	\$3,405.37
Markup on Sub Work	
Total Due This Report	\$3,405.37

INVOICE



RAYS ELECTRIC
411 PENDLETON WAY
OAKLAND CA 94621

MAKE CHECKS
PAYABLE TO:
REMIT TO:
INDUSTRIES

Right Away Redy Mix Inc.

755 Stockton Ave.
San Jose, CA 95126-1837
PHONE(408)293-6272 • FAX(408)294-3162

Project Name CITY OF ALAMEDA - RRFB
Delivery Address VARIOUS LOCATIONS, ALAMEDA

CUSTOMER #	PROJECT #	ITEM LOCATION	
1200332	1366778	A65047774	
ORDER #	ORDER DATE	TERMS	
1270	05/19/16	\$1/YD10TH IFAPP	
PURCHASE ORDER #		CUSTOMER USE #	
		16-84C 16-07C	
INVOICE #	DATE	DUE DATE	PAGE
30011691	05/19/16	06/30/16	1
CREDIT/DEBIT #	CREDIT/DEBIT ORDER #	DATE	

DATE	PLANT	TICKET #	PRODUCT ID	PREVIOUS PRODUCTION	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
05/19/16	619	34031610	356EG9C1	15% Fly	15% FA CF 6sk	3.00cy	143.50	430.50
05/19/16	619	34031610	EMINLD	930	SHORTLOAD	1.00ea	100.00	100.00
05/19/16	619	34031610	EWAITING	910	STANDBY TIME -	19.00ea	3.00	57.00
05/19/16	619	34031610	EENV1	964	ENVIRONMENT FE	3.00ea	3.00	9.00

****FOR YOUR CONVENIENCE, YOUR INVOICE AND STATEMENT CAN BE EMAILED****

FOR DETAILS, PLEASE CONTACT OUR CREDIT DEPARTMENT @ (408)293-6272

16-07C
0713

DISCOUNT OF \$3.29 AVAILABLE IF PAID BY 06/10/16

TERMS - Invoices are due and payable by the end of the calendar month following the statement date. Discount, if applicable, will be allowed if payment is received by the 10th of the month following the statement date, provided no prior invoices are past due. Customer agrees to pay **FINANCE CHARGES** on all past due invoices. As required by the Truth in Lending Act, be advised that **FINANCE CHARGES** shall be computed by periodic rate of "1 1/2%" per month (which is an **ANNUAL PERCENTAGE RATE** of 18%) or a minimum finance charge of \$1.00 on balances under \$66.00. Customer further agrees to pay court costs and attorney's fees in the event action is instituted to collect the amounts due. If any action at law or in equity is necessary to enforce or interpret the terms of this agreement the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the party may be entitled.

A U.S. CONCRETE COMPANY

PAID	3.00
PROMO PAY DISC	3.29
NON TAXABLE	57.00
TAXABLE	539.50
TAX	51.25
TOTAL	647.75

Daily Extra Work Report

Ray's Project No: 16-07C
Project: Alameda - Ferry Terminal
Report Number: 4
Work Performed By: Ray's Electric
Description of Work: Weld Chain to Bollards and Paint

Date Performed: 5/24/2016
Date of Report: 5/24/2016
Regular Labor Surcharge (Per Caltrans):
OT Labor Surcharge (Per Caltrans):

LABOR				Sub Work ?:				No	
Craft ID	Int.	Labor Name	Regular Hours		Overtime Hours		Subsistence		Extended Amount
		Last Name	Hrs	Rate	Hrs	Rate	Units	Rate	
FM	R	Gomez	8	\$72.06					\$576.48
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
							Cost of Labor	\$576.48	
							OH & Profit	\$86.47	
							Subsistence	\$662.95	

EQUIPMENT					Regular Time		Overtime		Extended
Equip ID	Class	Make	Code	Attach	Hrs	Rate	Hrs	Factor	Amount
	Generators				8	\$11.12			\$88.96
	Paint Gun				4	\$11.12			\$44.48
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
							Equipment Cost		\$133.44
							OH & Profit		\$20.02

MATERIALS		OH & Profit		\$20.00	
Vendor Name	Invoice No.	Description	Units	Unit Cost	Amount
Bay Area Barricades	337695	No parking sign boards	2.0	\$15.00	\$30.00
Homedepot		1/4" Chain	35.0	\$2.75	\$96.20
Bay Area Barricades	337696	Unistrut post,	2.0	\$49.28	\$98.55
		sleeves	2.0	\$19.68	\$39.37
		and binding materials	1.0	\$10.95	\$10.95
Contractor: Ray's Electric			Materials/Specialist Costs		\$275.06
			OH & Profit		\$41.26

Contractor: Ray's Electric

Owner Rep: Trung Ngyuen (PM)

Subtotal	\$1,132.73
Markup on Sub Work	
Total Due This Report	\$1,132.73

THIS IS NOT AN INVOICE
IF PAYMENT FOR THE MERCHANDISE
DELIVERED BECOMES DELINQUENT AND
THE SELLER COMMENCES LEGAL ACTION
FOR COLLECTION OF THE SAME, THE BUYER
WILL PAY ALL COSTS OF COLLECTION,
INCLUDING FILING FEES, ATTORNEYS FEES
AND COURT COSTS

337695

BABS

Bay Area Barricade Service Inc.

SALES & RENTAL

BayAreaBarricade@yahoo.com
www.babsinc.com

Remit: 1861 ARNOLD INDUSTRIAL WAY #1
CONCORD, CA 94520
(925) 686-1089
Fax (925) 686-1096
Toll Free (877) 686-1089

16-10

SOLD

TO

Rays Electric

SHIP

TO

w/c

[illegible]

RECEIVED BY <i>[Signature]</i>	DELIVERED BY	DATE
-----------------------------------	--------------	------

WE CERTIFY THAT THESE GOODS OR SERVICES WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF THE FLSA LABOR STANDARDS ACT OF 1936, AS AMENDED.

UNDER THE MECHANICS' AND JOURNALS' ACT, CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 1181 ET SEQ.) ANY CONTRACTOR, SUBCONTRACTOR, LABORER, OR SUPPLIER OF OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY BUT IS NOT PAID FOR HIS WORK OR SUPPLIES, HAS A RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT IF YOU GO TO COURT HEARING, YOUR PROPERTY COULD BE SOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE USED TO SATISFY THE INDEBTEDNESS THIS CAN HAPPEN EVEN IF YOU HAVE PAID YOUR OWN CONTRACTOR IN FULL, IF THE SUBCONTRACTOR, LABORER, OR SUPPLIER REMAINS UNPAID.

THIS IS NOT AN INVOICE
IF PAYMENT FOR THE MERCHANDISE
DELIVERED BECOMES DELINQUENT AND
THE SELLER COMMENCES LEGAL ACTION
FOR COLLECTION OF THE SAME, THE BUYER
WILL PAY ALL COSTS OF COLLECTION,
INCLUDING FILING FEES, ATTORNEYS FEES
AND COURT COSTS.

Exhibit B1



More saving.
More doing.™

4000 ALAMEDA AVENUE
OAKLAND, CA 94601 (510)533-7379

1007 00057 51128 05/24/16 08:38 AM
CASHIER SELF CHECK OUT - SCOT57

0000-222-331 1/4" CHAIN <A>
PROOF COIL CHAIN HDG 1/4"X1"
352.51

87.85

SUBTOTAL 87.85
SALES TAX 8.35
TOTAL 96.20

XXXXXXXXXXXX6737 HOME DEPOT
AUTH CODE 024917/4570714

96.20
TA



1007 57 51128 05/24/2016 9717

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 05/24/2017
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

RAY'S ELECTRIC
411 PENDELTON WAY, SUITE B
OAKLAND, CA. 94621
PH: 510-577-7700
FAX: 510-577-7706
CA. LIC. #682725 A, C10

Proposal – Install Posts and Signs Ferry Terminal Parking Lot O

August 26, 2016

	CES*	Description	QTY	Unit of Mea	Unit Price	Total
1	NA	Mobilization	1	LS	1,500	1,500
2~***	14	USA SITE	1	LS	2,675	2,675
3~**	NA	Pot Holing	4	EA	300	1,200
4	NA	Traffic Control	1	LS	3,000	3,000
5	NA	Water Pollution	1	LS	1,000	1,000
6	NA	Irrigation	1	LS		
7	NA	REMOVE AND SALVAGE EXISITING SIGN POLES	1	LS		
8	4	INSTALL 1-B POLE AND FOUNDATION	1	LS		
9	11	INSTALL CITY FURNISHED SOLAR PANEL, CONTROLLER, RRFB (based on 4 units)	1	LS		
10	7	INSTALL PUSH BUTTON	1	LS		
11	NA	INSTALL SIGNAGE POLE + FOUNDATION	2	EA	2,300	4,600
12	NA	INSTALL CITY FURNISHED SIGNAGE	9	EA	200	1,800
13	NA	STRIPING	1	LS		
14	NA	1-B POLES	1	LS		
15	NA	SIGNAGE POLES	1	LS		
16	NA	SIGNS	1	LS		
17	17	MARKUP (15%)	1	LS	2,300	2,300
TOTAL					\$18,075	\$18,075

Do not hesitate to contact this office with any question or comments that you have.

Respectfully,
Ray's Electric

Carlos Franco
Project Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2016

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

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

PRODUCER
Stanley M. Davis & Company Insurance Brokers
250 Juana Avenue, Suite 201

San Leandro CA 94577

INSURED
Gruendl Inc., DBA: Ray's Electric Inc.
411 Pendleton Way, Suite B

Oakland CA 94621

CONTACT NAME: Jackie Van Cleave

PHONE (A/C, No, Ext): (510) 895-4800

FAX (A/C, No): (510) 895-3995

E-MAIL ADDRESS: jackie@smdinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Travelers Companies Inc.

39357

INSURER B: Travelers Prop Casualty Ins Co

36161

INSURER C: Ohio Security Insurance Company

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2016-2017 certificates

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Deductible \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		DT22C06402N106TCT16	6/11/2016	6/11/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comprehensive <input checked="" type="checkbox"/> Collision	X		DT8106402N106TIL16	6/11/2016	6/11/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 60,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			DTCUP7B312695TIL16	6/11/2016	6/11/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
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 <input checked="" type="checkbox"/> Y	N/A	DTJUB6G14552	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
C	Equipment Leased/Rented Installation Floater			BKS1756570122	6/11/2016	6/11/2017	Limit-\$70,000-ACV Ded. \$1,000 Limit-\$10,000 Ded. \$1,000

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

Job: Alameda Ferry Terminal Access Improvement Project

City of Alameda, its City Council, boards and commissions, officers, and employees are named as additional insured with waiver for general & auto liability as per endorsement form CG D2 46 08 06, CG D3 16 11 11 & CA TT3 53 03 10 attached.

CERTIFICATE HOLDER

JNavarro@alamedaca.gov

City of Alameda
Public Works Department
Attn: Virendra Patel
950 West Mall Square, Room 110
Alameda, CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jackie Van Cleave/JVC

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Policy: DTC06402N106
Insured: Gruendl Inc DBA: Ray's Electric, Inc.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

CITY OF ALAMEDA
Risk Management

2-9-16
Date
Lucretia Akil, City Risk Manager

COMMERCIAL GENERAL LIABILITY

- I. How, when and where the "occurrence" or offense took place;
 - II. The names and addresses of any injured persons and witnesses; and
 - III. 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:
- I. Immediately record the specifics of the claim or "suit" and the date received; and
 - II. 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.

6. The following definition is added to SECTION V. - DEFINITIONS:

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

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

Policy: DTC06402N106 ✓
Gruendl Inc DBA: Ray's Electric Inc

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- | | |
|---|--|
| A. Aircraft Chartered With Pilot | H. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Damage To Premises Rented To You | I. Blanket Additional Insured – States Or Political Subdivisions – Permits |
| C. Increased Supplementary Payments | J. Knowledge And Notice Of Occurrence Or Offense |
| D. Incidental Medical Malpractice | K. Unintentional Omission |
| E. Who Is An Insured – Newly Acquired Or Formed Organizations | L. Blanket Waiver Of Subrogation |
| F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries | M. Amended Bodily Injury Definition |
| G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | N. Contractual Liability – Railroads |

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

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

This exclusion does not apply to an aircraft that is:

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

B. DAMAGE TO PREMISES RENTED TO YOU

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

INJURY AND PROPERTY DAMAGE LIABILITY:

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

- Fire;
- Explosion;
- Lightning;
- Smoke resulting from such fire, explosion, or lightning; or
- Water;

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

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

CITY OF ALAMEDA
Risk Management
Date: 2-9-16
Signature: [Signature]
Lucretia Akil, City Risk Manager

COMMERCIAL GENERAL LIABILITY

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

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

The Damage To Premises Rented To You Limit will be:

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

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

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

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

"Premises damage" means "property damage" to:

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

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

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

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

C. INCREASED SUPPLEMENTARY PAYMENTS

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

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

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

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

D. INCIDENTAL MEDICAL MALPRACTICE

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

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

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

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

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

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

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

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

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

Sale Of Pharmaceuticals

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

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

"Incidental medical services" means:

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

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

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

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

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

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

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

a. Coverage under this provision is afforded only:

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

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

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

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

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

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

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY

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

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

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

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

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

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any Insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

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

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

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

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

K. UNINTENTIONAL OMISSION

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

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

BLANKET WAIVER OF SUBROGATION

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

COMMERCIAL GENERAL LIABILITY

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

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

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

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

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

N. CONTRACTUAL LIABILITY - RAILROADS

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

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Gruendl Inc. DBA: Ray's Electric Inc.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

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

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

C. EMPLOYEE HIRED AUTO

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

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

CITY OF ALAMEDA
Risk Management

Date 2-9-16
Lucrétia Akil, City Risk Manager

COMMERCIAL AUTO

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

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

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

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

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

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

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

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

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph (6) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

G. WAIVER OF DEDUCTIBLE - GLASS

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

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

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

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

However, the most we will pay for any expenses for loss of use is \$95 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

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

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

J. PERSONAL EFFECTS

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

Personal Effects

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

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

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

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

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

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

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

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

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

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

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

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

COMMERCIAL AUTO

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:

6. Transfer Of Rights Of Recovery Against Others To Us

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

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

N. UNINTENTIONAL ERRORS OR OMISSIONS

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

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