



AGREEMENT BETWEEN
HOUSING AUTHORITY OF THE
COUNTY OF SAN MATEO

AND

Chappie's Building Construction, Inc.

to assist with

Rehab Midway Village Units
Buildings 3 and 17

Contact Person: Frank Salmeron
Telephone number: (650) 802-3398

**AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO AND
Chappie's Building Construction Inc.**

THIS AGREEMENT, entered into this 13th day of September, 2006, by and between the HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO, hereinafter called "HACSM," and Chappie's Building Construction, Inc. hereinafter called "Contractor";

WITNESSETH:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of repairing certain Midway Village units;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A – Program/Project Description
- Exhibit B – Payments and rates
- Exhibit C – Equal Benefits Compliance Declaration Form
- Exhibit D – Additional Program Requirements
- Exhibit E – 504 Compliance

Notwithstanding any other provisions of this Agreement, in the event of a conflict between the terms of this Agreement and those of an Exhibit, the terms of the Exhibit shall control.

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform the services (hereinafter referred to as the "services" or the "work") necessary to implement the project as described in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein. HACSM shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." HACSM reserves the right to withhold payment if HACSM determines that the quantity or quality of the work performed is unacceptable. In no event shall HACSM's total fiscal obligation under this Agreement exceed two hundred eighteen thousand sixty-eight dollars, (\$218,068).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 26, 2006 through December 31, 2006, unless otherwise modified in Exhibit A.

HACSM may terminate this Agreement for cause after giving Contractor notice of any breach or default and 30 days to cure said breach or default.

HACSM reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of all previous or subsequent breaches. In the event HACSM chooses to waive a particular breach of this Agreement, it may condition same on payment by Contractor of actual damages occasioned by such breach of Agreement and shall make every effort to resolve the same quickly and amicably.

5. Availability of Funds

The HACSM may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after HACSM learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of HACSM and that Contractor acquires none of the rights, privileges, powers, or advantages of HACSM employees.

7. Hold Harmless

Contractor shall indemnify and save harmless HACSM, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of HACSM, its officers, agents, employees, or servants, resulting from the performance of any services or work provided by Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which HACSM has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of HACSM. Any such assignment or subcontract without HACSM's prior written consent shall give HACSM the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by HACSM, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish HACSM with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the HACSM of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000

HACSM and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the HACSM, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the HACSM or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the HACSM at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Exhibit E, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination

- A. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to HACSM upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the Director, including but not limited to:
 - i) Termination of this Agreement;
 - ii) Disqualification of the Contractor from bidding on or being awarded a contract with HACSM for a period of up to 3 years;
 - iii) Liquidated damages of \$2,500 per violation;
 - iv) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the Director.

To effectuate the provisions of this section, the Director or designee shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and HACSM.

Contractor shall report to the Director or designee the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide HACSM with a copy of their response to the Complaint when filed.

F. Where applicable, the Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance.

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees regular pay the fees received for jury service. This provision shall not apply if HACSM's total fiscal obligation under the Agreement, as set forth in section 3, above, is less than \$100,000.

13. Retention of Records, Right to Monitor and Audit

- A Contractor shall maintain all required records for three (3) years after the HACSM makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit by HACSM, the Department of Housing and Urban Development, or any other agency authorized to do so.
- B Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by HACSM.
- C Contractor agrees to provide to HACSM, to any Federal or State department having monitoring or review authority, to HACSM's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause


This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

<p>In the case of County, to:</p> <p>Housing Authority of the County of San Mateo Director, Department of Housing 264 Harbor Blvd. Bldg. A Belmont, CA 94002</p>	<p>In the case of Contractor, to:</p> <p>Chappie's Building Construction, Inc. Michael Lewis 6840 Simson Street Oakland, CA 94605</p> 
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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands

HOUSING AUTHORITY OF THE COUNTY
OF SAN MATEO

By: _____
President, Board of Commissioners

Date: _____

Chappie's Building Construction, Inc.

Michael Lewis

Contractor's Signature

Date: 9/13/06

Exhibit "A"
Program/Project Description

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

General

Unless specified to the contrary, all materials used are to be equal to or better than those used throughout Midway Village.

All work is to be performed in a workmanlike manner and in accordance with local code requirements

All work to be performed in accordance with the specifications as detailed in the plans and specifications identified as:

Housing Authority of the County of San Mateo
Miscellaneous Building Repairs
HACSM Project #MWV-2005-002

<u>949-955 Schwerin</u>	Cost:
I. Repair of existing sewer line as per specification and repair damaged concrete.	\$111,589.00
II. Unit 947 – Install new kitchen cabinets, sink and faucet.	\$9,500.00
III. Replace gutters and down sprouts for Bldg. #3 and #17.	\$15,409.00
IV. Provide permits for both buildings.	\$5,000.00
V. Dumping fees for debris removal.	\$4,500.00
<u>941 Schwerin</u>	
VI. Unit 941, (as described below)	\$72,070.00

Total:

\$218,068.00



Construction work shall be subject to federal prevailing wage requirements under the Davis-Bacon Act.

941 Schwerin Street

1. General

- A. Clean heater ducts to ensure all residue of the fire is removed prior to occupancy.
\$900.00
- B. Furnish and install new tile floor covering throughout the unit and in bedroom # 2 and #3 (upstairs) in a color and pattern to match rest of unit.
\$4,800.00
- C. Furnish and install missing outlet and switch plate covers throughout.
\$1,075.00

2. Entrance:

- A. Furnish, install and finish door casing (inside) and new metal threshold.
\$1,000.00

3. Down stairs

- A. Finish sanding mudded dry wall as needed throughout the down stairs, texture all new dry wall to match ceiling, prime/seal and paint.
\$5,800.00
- B. Furnish and install new 4 inch baseboard (vinyl grey in color) throughout.
\$1,200.00

4. Kitchen:

- A. Furnish and install new wood kitchen cabinets, new plastic laminate counter tops to match cabinetry (color to be provided by HA staff).
\$9,500.00
- B. Furnish and install new stainless steel double sink and all the piping under sink including supply lines.
\$1,800.00
- C. Furnish and install new faucet; Delta brand (single handle).
\$600.00
- D. Furnish and install a stainless steel hood above stove.
\$1,100.00
- E. Furnish and install florescent light in kitchen area to comply with building code. (Please note; Housing Authority will provide and install the stove and refrigerator.)
\$360.00

5. Dining Room:

- A. Furnish install and finish new wood casing on the interior around patio door.
\$250.00
- B. Furnish and install new thermostat.
\$200.00

6. Living Room:

- A. Complete sheetrock as itemized under **General**.
\$700.00

7. Laundry room:

- A. Furnish and install dryer vent to outside.
\$400.00
- B. Complete installation of furnace.
\$1,650.00
- C. Furnish, install and finish new hollow core laundry room.
\$400.00

8. Hallway (downstairs):

- A. Furnish, install and finish new door casing and new hollow core closet door including hardware.
\$1,050.00

9. Main bedroom (downstairs)

- A. Furnish, install and finish new closet doors, shelf and closet rod.
\$1,050.00
- B. Furnish, install and finish new door casing and new hollow door including hardware.
\$1,050.00

10. Downstairs bathroom:

- A. Furnish and install new linoleum floor covering one piece (vinyl) off white.
\$1,400.00
- B. Tape, mud texture and paint dry wall with Kelly Moore interior latex satin finish Navajo white paint (color code 1040-36).
\$1,300.00
- C. Furnish and install new florescent lighting (to code), new exhaust fan, new medicine cabinet, new American Standards low flow toilet and tank and all supply lines and accessories, new chrome finish toilet paper holder, new wall hung lavatory sink (porcelain off white), new tub (standard size), new fiberglass tub enclosure with no soap dish, install grab bars (to code), install 3 towel bars and new shower rod.
\$11,000.00

11. Stair case:

- A. Furnish, install and finish hand rails (to code) on stairwell.
\$750.00

12. Upstairs hallway:

- A. Clean, seal/ prime and texture damaged dry wall with Kelly Moore interior latex satin finish Navajo white paint (color code 1040-36).
\$1,100.00
- B. Scrape, clean and repaint wood cabinets of linen closet.
\$600.00

13. Upstairs bathroom:

- A. Scrape, clean and repaint door frames and casing.
\$500.00
- B. Clean, prime and paint dry wall.
\$700.00
- C. Furnish and install new medicine cabinet.
\$740.00
- D. Furnish and install florescent lighting (to code), install two additional towel bars.
\$650.00
- E. Remove existing sub flooring (due to water damaged) and replace sub-flooring with new material, install new linoleum flooring one sheet (use neutral or off white color), when installing linoleum; follow existing pattern and wrap-up 4 inches to dry wall.
\$2,550.00
- F. Move heater vent outlet from the existing location (floor) to the wall adjacent and it should be raised 2 to 3 inches above the floor (having the vent on the floor is a problem because every time there is an overflow water gets into the heater vents and into the ceiling below).
\$815.00

14. Bedroom #1 (upstairs):

- A. Clean, prime/seal and paint drywall with Kelly Moore interior latex satin finish Navajo white paint (color code 1040-36).
\$1,100.00
- B. Repair and secure closet rod.
\$250.00

15. Bedroom #2 (upstairs)

- A. Replace all floor covering and baseboard (4 inch grey).
\$1,400.00
- B. Repair, clean, prime and paint dry wall with Kelly Moore interior latex satin finish Navajo white paint (color code 1040-36).
\$1,100.00

16. Bedroom #3:

- A. Furnish, install and finish new hollow core door and new door casing,
\$850.00
- B. Replace all flooring and baseboard (4 inch grey in color).
\$1,400.00
- C. Furnish, install and finish new closet doors (closet cavity is 8 ft by 8 ft).
\$2,500.00
- D. Furnish and install closet rod and shelf in closet. Paint shelf.
\$1,050.00
- E. Clean, seal/prime, and paint dry wall with Kelly Moore interior latex satin finish Navajo white
paint (color code 1040-36).
\$1,100.00

17. Exterior/storage shed:

- A. Furnish and install new metal doors and new lock.
\$1,250.00
- B. Furnish and install 50 gallon water heater.
\$1,360.00
- C. Furnish, paint and install all gutters, down spouts and install splash blocks for down spouts.
\$1,720.00

Mandatory Acknowledgement of Funder

All projects/programs receiving any type of funding assistance and or substantial technical assistance through the San Mateo County Department of Housing will be required to state such in any advertising, marketing, public presentations, press releases, written materials or project descriptions. Such acknowledgement should also identify the U.S. Department of Housing & Urban Development.

All Capital projects shall display signage as described below:

- **Temporary Construction Signage** must be appropriately displayed during the major portion of the construction phase. Such signage must be provided by the Contractor and must be pre-approved by the Department of Housing in design and content.
- The Director of the Department of Housing may, at his sole discretion, waive this requirement if he determines that such placement would not be appropriate to the project.

Exhibit B
Method and Rate of Payment to Contractor

In consideration of the services provided by Contractor in Exhibit "A", HACSM shall pay Contractor based on the following terms:

Select the appropriate payment methodology for your project and delete the rows that do not apply, along with this row.

For capital projects

Payment by HACSM shall be made on a reimbursement basis upon claims for reimbursement being submitted by Contractor to HACSM. Requests for reimbursement shall include copies of invoices paid together with warrants, canceled checks, or other proof that the invoices have been paid. The request must include a brief narrative description of the progress of the project and the items being reimbursed.

Upon written request to the Director or designee, payments may be made directly to authorized third parties; Contractor must submit original invoices with the request. HACSM will not be responsible for any chargers levied by such third party due to failure to make payments or to meet time requirements set forth in their agreement with Contractor.

Contractor shall certify in writing that the specific services for which reimbursement or payment is being requested have been satisfactorily completed, that the payments are proper and that all funds to be expended are on behalf of and exclusively for the project. HACSM reserves the right to verify such completion prior to payment to Contractor.

In the event of a questionable payment request, HACSM shall state in writing the specific nature of its objections to Contractor's work. HACSM shall also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to HACSM within 15 days of receipt of such objections. The parties to this Agreement shall meet to discuss such objections at the request of either party. HACSM will not be obligated to make a payment of any billing until any and all objections to the adequacy of the services rendered or the amount of the billing have been resolved.

None of the funds shall be used for salary, fringe benefits or other compensation of employees of Contractor or its affiliates.

Contractor shall submit a Quarterly Report within 30 days of the end of each quarter which shall detail the status of the project. The report should be in the form of a narrative description of all activities performed in relation to the project including all pre-development activities. The report should include a project time-line and indicate the status of the project in relationship to this time-line. Contractor must document any changes from the time-line submitted with the original application. This report requirement is in addition to any information submitted with requests for reimbursement; this requirement shall extend until completion of the project even if all of the funds provided under this Agreement have been expended.

Upon completion of the project Contractor shall provide either a Public Facilities Beneficiary Summary which shall summarize the number of clients served by their ethnicity and income, or, for Housing projects, a Tenant Profile and Project Completion Report.

No requests for reimbursement or third party payment will be processed until all reports required hereunder, including any applicable prevailing wage documents required under the Davis-Bacon Act, have been received by HACSM.

Exhibit C
Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor Chappie's Building Construction, Inc.
Contact Person Michael Lewis
Address: 6840 Simon Street
 Oakland, CA 94605
Phone Number 510-638-4556
Fax Number 510-567-8850

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) , and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Michael Lewis
Signature

President
Title

MICHAEL LEWIS
Name (Please Print)

9/13/06
Date

Exhibit D
Additional Program Requirements

1. BREACH OF AGREEMENT

This Agreement is governed by applicable federal statutes and regulations, as referred to elsewhere herein. Any material deviation by Contractor for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of HACSM or upon the direction of HUD.

2. AGREEMENT TERMINATION

In the event Contractor is unable to fulfill its responsibilities under this Agreement for any reason whatsoever, including circumstances beyond its control, HACSM may terminate this Agreement in whole or in part in the same manner as for breach hereof.

3. CONFLICT OF INTEREST

No members, officers, or employees or agents of HACSM, no member of the HACSM's Board of Commissioners, and no other public official who exercises any function or responsibility with respect to this Program during his/her tenure, or for one year thereafter, shall have any financial interest, direct or indirect, in this Agreement or a related subcontract, or the proceeds thereof.

During his/her tenure, and for one year thereafter, no member, officer, board member or employee or agent of Contractor who exercises any function or responsibility with respect to Contractor's performance hereunder, shall have any personal financial interest, direct or indirect, in any real property or improvements receiving a direct benefit from the Program.

Contractor shall not contract with any third party or subcontractor that will cause a violation of the preceding paragraph. Contractor shall incorporate the above provision into all contracts awarded in connection with this Agreement.

4. LOBBYING PROHIBITED

Federal funds shall not be used by Contractor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government. Federal funds shall not be used by Contractor to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any Federal contract.

5. INFLUENCING PROHIBITED

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

C. The language of paragraphs 5A and 5B shall be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

6. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

Contractor, to the extent applicable to this Agreement, shall comply with the following Federal laws and regulations as set forth in 24 CFR §§570.600-612:

A. Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, including community development funds, on the grounds of race, color, or national origin.

B. Public Law 90-284, Fair Housing Act (42 U.S.C. §§3601- 20), which provides that it is the policy of the United States to provide, within constitutional limitations, fair housing throughout the United States and prohibits any person from discriminating in the sale, rental, or financing of housing on the basis of race, color, religion, sex, national origin handicap or familial status. The Fair Housing Act, as amended in 1988, also establishes requirements for the design and construction of new rental or for sale multifamily housing to ensure a minimum level of accessibility for persons with disabilities. Multifamily dwelling units in buildings containing 4 or more units served by one or more elevators, or ground floor dwellings units with 4 or more units, constructed for first occupancy after March 13, 1991, must be designed and constructed in a manner that the public and common use portions of such dwellings are readily accessible to and usable by disabled persons. All premises within such dwellings must incorporate features of adaptive design regarding accessibility routes into and through the dwelling and design features within the units. (Regarding accessibility design issues, State accessibility requirements will prevail if they are stricter than federal requirements.)

C. Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services, programs or benefits supported by Federal funds.

D. Rehabilitation Act of 1973, Section 504, which prohibits discrimination against otherwise qualified handicapped persons in the provision of programs, facilities and employment supported by Federal funds.

In the case of multifamily rental housing, projects of five or more units must be designed and constructed to be readily accessible to and usable by persons with disabilities. For new construction involving five or more units, and substantial rehabilitation projects of 15 or more units (with substantial rehabilitation defined as rehabilitation costs representing 75 percent or more of the replacement costs of the completed facility), the following requirements must be followed - a minimum of 5 percent of the dwelling units must be accessible to individuals with mobility impairments and an additional 2 percent accessible to individuals with sensory impairments. At the minimum, one unit shall be made accessible to mobility-impaired individuals and one unit accessible to sensory impaired individuals. When less than substantial rehabilitation is undertaken in multifamily rental housing projects of any size, these alterations must, to the maximum extent feasible, make the dwelling units accessible to and usable by individuals with disabilities, until a minimum of 5 percent of the dwelling units (but not less than one unit) are accessible to persons with mobility impairments; for this category of less than substantial rehabilitation, the additional 2 percent of the units for persons with sensory impairments does not apply. Also for this category of rehabilitation, if undertaking accessibility alterations imposes undue financial and administrative burdens on the operation of the multifamily housing project, the alterations are not required.

In the case of non-housing facilities involving new construction, the facilities shall be designed and constructed to be readily accessible to and usable by persons with disabilities. For facilities involving alterations, to the extent possible, the alterations should ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipient program or activity. (However, State law will prevail if State accessibility requirements are stricter

than federal 504 requirements.) Recipients are still required to take other actions that would ensure that persons with disabilities receive the benefits and services of the program.

E. Davis-Bacon Act, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with Federal funds shall be paid prevailing wages of the locality as determined by the Secretary of Labor.

F. Section 3, Housing & Urban Development Act of 1968. For all programs receiving \$100,000 or more, or construction projects receiving \$200,000 or more, of HUD financial assistance, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in the area. Section 3 Residents are defined as: 1) residents of public housing; or 2) low and very-low income persons living in the area. Section 3 Businesses are defined as businesses: 1) that are at least 51% owned by Section 3 Residents; 2) whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or 3) that provide evidence of a commitment to subcontract in excess of 25 % of the dollar award of all subcontract to be awarded to a section 3 business concern. Contractors must maintain appropriate documentation of their efforts to comply with Section 3 requirements.

G. Flood Disaster Protection Act of 1973, which provides that no federal financial assistance for acquisition or construction purposes may be approved for an area having special flood hazards unless the community in which the area is located is participating in the National Flood Insurance Program.

H. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for relocation assistance for any family, individual, business, non-profit organization or farm displaced as a result of acquisition of property with federal funds.

I. Executive Order 11246, amended by Executive Order 12086, Equal Employment and Contracting Opportunities, which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally assisted construction contracts.

J. Housing and Urban Development Act of 1968, Section 3, which requires that, in the planning and carrying out of any project assisted under the Act, that to the greatest extent feasible, opportunities for training and employment be given to low and moderate income persons residing within the unit of local government in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the same unit of local government as the project.

K. Lead-Based Paint Poisoning Act, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance.

L. Housing & Community Developments Act of 1974, 24 CFR Part 5 which provides that assistance shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR part 24. This provision covers all Contractors and sub-recipients, as well as subcontractors of Contractor or sub-recipient, whose names are included in the "List of Parties Excluded from Federal Procurement and Non-procurement Programs." Inclusion in the aforementioned List during the term of this agreement would constitute grounds for contract termination as described in Sections 1 and 2 herein this Exhibit. The aforementioned List can be found on the Web at <http://epls.arnet.gov>.

7. UNIFORM ADMINISTRATIVE REQUIREMENTS

A. Contractor, if a governmental entity or public agency, shall comply with the requirements and standards of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments", OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations", and applicable sections of 24 CFR §85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", as set forth in 24 CFR §570.502(a).

B. Contractor, if a non-profit organization, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations", OMB Circular A-133 Audits of State, Local Governments and Non-Profit Organizations", and applicable Attachments to OMB Circular No. A-110, as set forth in 24 CFR §570.502(b).

8. The CFDA # for the entitlement programs to which this applies are as follows:

- 1) Low Rent Public Housing: 14.850a
- 2) Public Housing Capital Fund Program: 14.872

Exhibit E

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

MICHAEL LEWIS
Name of 504 Person - Type or Print

CHAPPIE'S BUILDING CONSTRUCTION, INC.
Name of Contractor(s) - Type or Print

6840 Simson Street
Street Address or P.O. Box

Oakland, CA 94605
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Michael Lewis
Signature

President
Title of Authorized Official

September 13, 2006
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with the facility accessibility regulations other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-21-2008

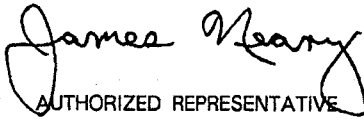
GROUP: 000713
 POLICY NUMBER: 0000457-2005
 CERTIFICATE ID: 64
 CERTIFICATE EXPIRES: 10-01-2008
 10-01-2005/10-01-2006

HOUSING AUTHORITY OF COUNTY OF SAN MATEO NB
 264 HARBOR BLVD BLDG A
 BELMONT CA 94002-4017

JOB: MIDWAY VILLAGE
 DALY CITY
 CA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period that will expire or did expire as indicated above.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


 AUTHORIZED REPRESENTATIVE


 PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2006-08-21 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: HOUSING AUTHORITY OF COUNTY OF SAN MATEO

ENDORSEMENT #1600 - MICHAEL LEWIS PRES, TREAS 90.00 - EXCLUDED.

ENDORSEMENT #1600 - JACQUELINE LEWIS SEC 10.00% - EXCLUDED.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2003 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

CHAPPIE'S BUILDING CONSTRUCTION, INC. DBA:
 CHAPPIE BUILDING CONSTRUCTION
 6840 SIMSON ST
 OAKLAND CA 94605

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE
08/23/2006

PRODUCER
Ferrante Insurance Services, Inc.
3018 Willow Pass Road
Suite 100
Concord CA 94519-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Chappies Building Construction, Inc
P.O. Box 43555
Oakland CA 94624-

INSURER A: Lloyds of London 2020
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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


NR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	W00-008394-1	09/19/2005	09/19/2006	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA AGG \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	<input type="checkbox"/> STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate holder to be named additional insured

CERTIFICATE HOLDER ADDITIONAL INSURED/INSURER LETTER:

 (510) 567-8850 (650) 802-3398

 Housing Authority of the County of San Mateo
 264 Harbor Blvd Building A
 Belmont CA 94002-

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

ACORD 26-6 (7/97)

INS0266 (09/02)

ELECTRONIC LABEL FORMS, INC. (800)327-0648

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Page 1 of 2

COUNTY OF SAN MATEO
MEMORANDUM

DATE: September 14, 2006

TO: Janine Keller, Insurance & Claims Manager 363-4612

FROM: Frank Salmeron  802-3398 FAX 802-3373 PONY DOH 209

SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Chapple's Building Construction, Inc.
DO THEY TRAVEL: yes

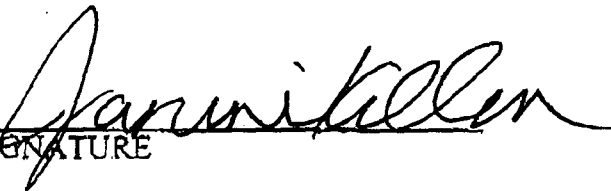
PERCENT OF THE TIME: varies

DUTIES (SPECIFIC):

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$500,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS: Request approval of \$500,000 for automobile insurance per phone conversation with you on 9/14/06. Contractor selected is a small minority firm who will be performing minimal driving. Contract is of short duration (3 months).

Request approval of insurance as stated above.


SIGNATURE

PONY EPS 163 SUBMIT TO RISK MANAGEMENT OR FAX 363-4864



CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

- This certifies that:
- STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
 - STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
 - STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
 - STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
 - STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: Lewis, Michael							
ADDRESS OF NAMED INSURED: 6840 Simson St, Oakland CA 94605							
POLICY NUMBER	C00 3947-D25-05D		014 5167-E16-05C				
EFFECTIVE DATE OF POLICY	04-25-2006	10-25-2006	05-16-2006	11-16-2006			
DESCRIPTION OF VEHICLE (Including VIN)	1995 Dodge Ram 1500, 3B7HC1320TG102067		1997 Ford F150, 1FTDF1724VKD11567				
LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY							
a. Bodily Injury							
Each Person	250000		250000				
Each Accident	500000		500000				
b. Property Damage							
Each Accident	100000		100000				
c. Bodily Injury & Property Damage Single Limit							
Each Accident	n/a						
PHYSICAL DAMAGE COVERAGES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
a. Comprehensive	\$ 250 Deductible	\$ Deductible	\$ 250 Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

 Signature of Authorized Representative	Agent Title	2740 Agent's Code Number	09-15-2006 Date
Name and Address of Certificate Holder Housing Authority of the County of San Mateo 264 Harbor Blvd Bldg A Belmont, CA 94002 Driver Exclusion: Oneal Tomora Lewis		Name and Address of Agent Harjeet Ghuman, Agent State Farm Insurance 176 Juana Ave San Leandro, CA 94577	

INTERNAL STATE FARM USE ONLY: Request permanent Certificate of Insurance for liability coverage.
 122429.3 Rev. 07-26-2005 Request Certificate Holder to be added as an Additional Insured.

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-21-2008

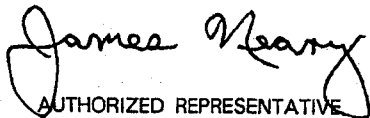
 GROUP: 000713
 POLICY NUMBER: 0000457-2005
 CERTIFICATE ID: 64
 CERTIFICATE EXPIRES: 10-01-2008
 10-01-2005/10-01-2008

 HOUSING AUTHORITY OF COUNTY OF SAN MATEO NB
 264 HARBOR BLVD BLDG A
 BELMONT CA 94002-4017

 JOB: MIDWAY VILLAGE
 DALY CITY
 CA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period that will expire or did expire as indicated above.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2008-08-21 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:
HOUSING AUTHORITY OF COUNTY OF SAN MATEO

ENDORSEMENT #1600 - MICHAEL LEWIS PRES, TREAS 90.00 - EXCLUDED.

ENDORSEMENT #1600 - JACQUELINE LEWIS SEC 10.00% - EXCLUDED.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2003 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

CHAPPIE'S BUILDING CONSTRUCTION, INC. DBA:
CHAPPIE BUILDING CONSTRUCTION
6840 SIMSON ST
OAKLAND CA 94605

[ABS,CS]

PRINTED : 08-21-2008

AGORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
08/23/2006

PRODUCER
Farrante Insurance Services, Inc.
3018 Willow Pass Road
Suite 100
Concord CA 94519-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Chappies Building Construction, Inc
P.O. Box 43555
Oakland CA 94524-

INSURER A: Lloyds of London 2020
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JURY <input type="checkbox"/> LOC	WDG-008394-1	09/19/2005	09/19/2006	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one loss) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY PA AGG \$ AGG \$
	RECREATION LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	<input type="checkbox"/> EXISTING <input type="checkbox"/> OTH- PR E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate holder to be named additional insured

CERTIFICATE HOLDER

ADDITIONAL INSURED/INSURER LETTER:

CANCELLATION

(510) 567-8850 (650) 802-3398
Housing Authority of the County of San Mateo
264 Harbor Blvd Building A
Belmont CA 94002-

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