

Board Office Use: Legislative File Info.	
File ID Number	12-128
Committee	Facilities
Introduction Date	5-23-2012
Enactment Number	12-1914
Enactment Date	5-23-12 JS



OAKLAND UNIFIED  
SCHOOL DISTRICT

## Memo

To Board of Education

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

Board Meeting Date May 23, 2012

Subject Agreement for Preliminary Services - Alten Construction - Havenscourt New Cafeteria & Classroom Building Project

**Action Requested** Approval by the Board of Education of an Agreement for Preliminary Construction Services with Alten Construction for Preliminary Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building project, in an amount not-to exceed \$48,600.00. The term of this Agreement shall commence on May 23, 2012 and shall conclude no later than June 30, 2014.

**Background** The preliminary services agreement is required as the Havenscourt project will be a OUSD lease-lease back construction project.

**Local Business Participation Percentage** 0.00%

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

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



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

**Recommendation**

Approval by the Board of Education of an Agreement for Preliminary Services with Alten Construction for Preliminary Construction Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building project, in an amount not-to exceed \$48,600.00. The term of this Agreement shall commence on May 23, 2012 and shall conclude no later than June 30, 2014.

**Fiscal Impact**

Measure B

**Attachments**

- Independent Consultant Agreement including scope of work

**AGREEMENT FOR PRELIMINARY SERVICES**  
**FOR THE CONSTRUCTION & MODERNIZATION OF**  
**HAVENSCOURT MIDDLE SCHOOL**  
**1390 66TH AVENUE**  
**OAKLAND, CA 94621-3506**

This Agreement is made and entered into this 23<sup>rd</sup> day of February, the year 2012 between the Oakland Unified School District hereinafter referred to as "District" and Alten Construction, Inc., hereinafter referred to as "Developer," for the purposes of providing preliminary consulting services to facilitate and manage the Construction and Modernization of the Havenscourt Middle School (collectively, the "Project").

**WHEREAS**, the Project will be located at the Havenscourt Middle School site, 1390 66th Avenue Oakland, CA 94621-3506 ("Site");

**WHEREAS**, District has retained S Meek Architecture ("Architect") to prepare plans and specifications for the Project and District will obtain approval of the Plans and different aspects of the Project from the California Division of State Architect ("DSA") as required by applicable laws;

**WHEREAS**, DEVELOPER desires to provide certain consulting services to the District with respect to reviewing the Plans and Specifications for the Project, prepare cost estimates, prepare construction schedules, obtain proposals from Sub-contractors, qualified S/SL/SLRBE business, and other related services in preparation for the Project's development;

**WHEREAS**, DEVELOPER represents that it is properly licensed and have the expertise and experience to obtain pricing from sub-contractors, develop construction schedules, identify and order long lead items, coordinate construction activities with the Architect, review and execute lease documents and perform the other development services set forth in this Agreement; and

**WHEREAS**, District and DEVELOPER are interested in entering into lease agreements which include construction provisions and related exhibits for the development of the Project pursuant to Education Code section 17406 (collectively, the "Lease Agreements") after DEVELOPER's performance of its duties as set forth in this Agreement.

**WHEREAS**, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

**NOW, THEREFORE**, the parties hereto agree as follows:

## **ARTICLE I. -- SCOPE OF DEVELOPER SERVICES**

- A. Scope.** DEVELOPER, as the District's development consultant and authorized representative as contemplated by Business and Professions Code 7040 agrees to perform the following services including the specific pre-construction deliverables as described in Exhibit B:
1. Review of Plans and Specifications.
    - a. DEVELOPER shall work in cooperation with the District, the District's Architect and such other entities as District shall designate, to review and comment on the Plans and Specifications for the Project (the "Plans and Specifications"). The Architect shall remain responsible for completing and stamping the final design documents. Notwithstanding the above, District acknowledges that DEVELOPER is not the Architect for the Project and that DEVELOPER responsibilities and duties under this subsection shall not include the design of the Project which is the responsibility of the Architect.
    - b. DEVELOPER shall assist the District by providing detailed evaluation of the Project, including the Plans and Specifications, the proposed construction budget, schedule requirements, and the District's project budget.
    - c. DEVELOPER shall attend regular meetings during Project between the Architect, the District, and any other applicable consultants of the District as required.
    - d. DEVELOPER shall perform one (1) analysis of the Plans and Specifications and provide District with recommendations regarding long lead purchases.
    - e. Subsequent to receipt of bids, DEVELOPER will provide a Guaranteed Project Cost (GPC) for the construction of the Project which will become the basis for the Lease Agreements.
    - f. DEVELOPER will work jointly with District and District's attorney to prepare the Lease Agreements for approval by the District.
- B. Warranty.** DEVELOPER agrees and represents that it is qualified to properly provide the services set forth in this Agreement in a manner which is consistent with the generally accepted standards of DEVELOPER's profession. DEVELOPER further represents and agrees that it will perform said services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines, including, but not limited to, State Allocation Board guidelines for school construction and labor compliance programs.
- C. Schedule.** Services outlined above will commence on the date the District issues a notice to proceed for the Agreement, and conclude on or about April 15, 2012. It is anticipated that construction will commence on or about April 15, 2012. A more detailed schedule will be provided in the construction provisions. Any extension shall be subject to the reasonable approval in writing by the parties.

- D. Limited Authority.** The duties, responsibilities and limitations of authority of DEVELOPER shall not be restricted, modified or extended without written agreement between the District and DEVELOPER.
- E. Construction.** Upon agreement on the GPC the District expects to authorize entering into the formal lease agreements (the "Lease Agreements") to provide for the development of the Project; therefore, DEVELOPER shall perform the services herein in a timely manner, consistent with the commencement dates stated herein. The formal Lease Agreements shall govern the construction and delivery of the Project.

#### **ARTICLE II. -- DISTRICT'S RESPONSIBILITIES**

The District has and shall continue to provide to DEVELOPER information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria. District will prepare of all legal documents, including the formal Lease Agreements in accordance with Education Code section 17406.

#### **ARTICLE III. -- TERMINATION**

- A. Termination by DEVELOPER.** This Agreement may be terminated by DEVELOPER upon fourteen (14) days written notice to District in the event of an uncured substantial failure of performance by District, unless the District has acted to commence cure efforts in any case where a reasonable cure cannot be concluded within the 14 day notice period.
- B. Termination by District.** This Agreement may be terminated at any time without cause by District upon fourteen (14) days written notice to DEVELOPER. In the event of such a termination by District, the District shall pay DEVELOPER for all undisputed services performed and expenses incurred, per this Agreement, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by DEVELOPER pursuant to this Agreement, and expense reports up until the date of notice of termination plus any sums due DEVELOPER for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process that would best serve the District if a completed product was presented.
- C. Ownership of Records.** It is mutually agreed that all materials prepared by DEVELOPER under this Agreement shall become the property of the District and DEVELOPER shall have no property right therein whatsoever. DEVELOPER hereby assigns to District any copyrights associated with the materials prepared pursuant to the Agreement. Immediately upon termination and upon written request, the District shall be entitled to, and DEVELOPER shall deliver to the District, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the District in performing the Agreement which is not DEVELOPER privileged information, (the "Termination Material") as defined by law, or DEVELOPER's personnel information.

#### **ARTICLE IV. -- COMPENSATION TO DEVELOPER**

In consideration of DEVELOPER performance of services hereunder, District agrees to:

Reimburse DEVELOPER in the amount not to exceed \$ 48,600<sup>00</sup> (-  
Forty-Eight Thous. Six Hundred ) for the performance of services contemplated  
by this Agreement. DEVELOPER shall be paid monthly for the actual fees and allowed costs

and expenses for all time and materials required and expended for work requested and specified by the District as completed. Said amount shall be paid within thirty (30) days upon submittal to (and verification by) the District of a monthly billing statement showing completion of the tasks for that month on a line item basis. In the event DEVELOPER and DISTRICT enter into the lease/leaseback agreements for the development of the Project, this compensation for services rendered will be included as part of the Guaranteed Maximum Price to be paid to DEVELOPER by DISTRICT.

DEVELOPER shall be responsible for any and all costs and expenses incurred by DEVELOPER, including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project, Plans and Specification, review and preparation of necessary documentation relating to the development of the Project, all travel related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of DEVELOPER staff and employees working on the Project, overhead, and any other reasonable expenses incurred by DEVELOPER in performance of the services contemplated by this Agreement.

#### **ARTICLE V.--LEASEBACK DOCUMENTS**

District and DEVELOPER anticipate entering into formal Lease Agreements which will govern the lease, construction and delivery of the Project subsequent to DSA approval of the Plans and Specifications and DEVELOPER delivery of a GPC for the Project which is acceptable to the District. Parties anticipate entering into said documents on or about April 15, 2012. Nothing in this Agreement shall constitute a commitment by the District to enter into formal Lease Leaseback Agreements with the Developer for the Project.

#### **ARTICLE VI. -- MISCELLANEOUS**

- A. Indemnity.** DEVELOPER shall indemnify, defend and hold harmless District, its administrators, Board and employees from all claims, liabilities, lawsuits, costs, losses, expenses, damages or judgments arising from any negligent or intentional acts or omissions of DEVELOPER, its agents, employees and consultants relating to DEVELOPER performance of its obligations under this Agreement. DEVELOPER shall also defend, indemnify and hold harmless the District from any claim for employment benefits, worker's compensation or other benefits, by any agent or employee of DEVELOPER. In addition to the foregoing, DEVELOPER and DISTRICT shall indemnify, defend and hold harmless the other from all claims, demands, liabilities and actions arising out of claims for payment of fees, costs or expenses incurred by the DISTRICT or DEVELOPER with third parties in connection with their respective activities under this Agreement.
- B. Insurance.** DEVELOPER shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.
1. Prior to execution of this agreement and prior to commencement of any work, DEVELOPER shall furnish the District with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf.

Subject to acceptance by the District, DEVELOPER insurer will provide complete certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section. DEVELOPER agrees to furnish one copy of each required policy to the District, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the District shall not relieve or decrease any liability of DEVELOPER.

2. In addition to any other remedy the District may have, if DEVELOPER fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due under this Contract.
3. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.
4. Any deductibles must be declared to, and approved by, the District.
5. The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by DEVELOPER are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by DEVELOPER under the Contract.
6. DEVELOPER and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by DEVELOPER and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of DEVELOPER or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Contract.
7. Worker's Compensation and Employer's Liability Insurance.
  - a. Worker's Compensation - Insurance to protect DEVELOPER, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. DEVELOPER shall execute a certificate in compliance with Labor Code Section 1861, on the form attached to this Agreement as Exhibit A.
  - b. Claims Against District - If an injury occurs to any employee of DEVELOPER for which the employee or his/her dependents, in the event of his death, may be entitled to compensation from the District

under the provisions of said Act, for which compensation is claimed from the District, and if such injury is a compensable injury under said Acts, there will be retained out of the sums due DEVELOPER under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the District is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to DEVELOPER.

8. Comprehensive General and Automobile Liability Insurance.
  - a. The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.
  - b. The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:
    - (i) Provision or endorsement naming the District and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of DEVELOPER; premises owned, occupied or used by DEVELOPER; or automobiles owned, leased, hired or borrowed by DEVELOPER. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.
    - (ii) Provision or endorsement stating that for any claims related to this Project, DEVELOPER insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers to the extent the District is an additional insured. Any insurance or self insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of DEVELOPER's insurance and shall not contribute with it.
    - (iii) Provision or endorsement stating that DEVELOPER's failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.
    - (iv) Provision or endorsement stating that DEVELOPER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



(v) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by DEVELOPER under the Contract, including, without limitation, that set forth in Article VI, Section A, Indemnity.

- C. **Independent Contractor.** DEVELOPER, in the performance of this Agreement, is and shall be and an independent Contractor. DEVELOPER understands and agrees that DEVELOPER and all of DEVELOPER's employees, agents, consultants, and subconsultants shall not be considered officers, employees or agents of the District.
- D. **No Third Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party (that is not a party to this agreement) against either the District or DEVELOPER.
- E. **Binding on Successors.** The District and DEVELOPER, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives **to the other party** to this Agreement with respect to the terms of this Agreement. DEVELOPER shall not assign this Agreement.
- F. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
- G. **Modifications.** This Agreement may be amended or modified only by an agreement in writing signed by both the District and DEVELOPER.

**ACCEPTED AND AGREED** on the date indicated below:

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Jody London, President, Board of Education

Date: 5/24/12

  
\_\_\_\_\_  
Edgar Rakestraw, Jr., Secretary, Board of Education

Date: 5/24/12

  
\_\_\_\_\_  
Timothy White, Assistant Superintendent Facilities Planning and Management

Date: \_\_\_\_\_

**ALTEN CONSTRUCTION, INC.**

  
\_\_\_\_\_  
Robert Alten, President

Date: 2-22-12

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Cate Boskoff, Special Facilities Counsel

Date: 5.8.12

File ID Number: 12-1281  
Introduction Date: 5-23-12  
Enactment Number: 12-1414  
Enactment Date: 5-23-12  
By: h2

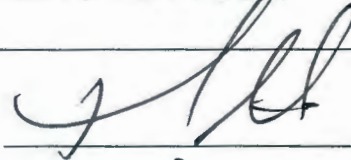
**Exhibit A**

**Workers' Compensation Certificate**

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700**

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

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

A handwritten signature in black ink, appearing to be 'J. H. H.', written over a horizontal line.

Title: \_\_\_\_\_

PRES.

**Exhibit B**  
**Scope of Work**  
**Project Deliverables**

DEVELOPER - Precon Deliverables

- Construction Schedule: DEVELOPER will develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by project criteria.
  - Responsibility Matrix: DEVELOPER will develop a responsibility matrix for the key team members (District/Architect/IOR) which will identify the roles and responsibilities of each entity for the Project as mutually agreed upon by all parties.
  - Constructability Review: DEVELOPER will conduct one technical review of the Plans and Specifications. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field. A report of findings will be distributed to the District and Architect. DEVELOPER will conduct a meeting with the Architect to determine if our comments are included in the final bid set of documents. DEVELOPER will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
  - Procurement phase: DEVELOPER will conduct a pre-qualification of subcontractors and market the Project to the local contracting community. DEVELOPER will write detailed scopes of work for each bid package and put the Project out to bid.
  - Development of GPC: DEVELOPER will receive, open, and evaluate the bids for completeness, responsiveness, and price. DEVELOPER will negotiate with the most responsive bidders and provide the district with a report summarizing choices. Upon acceptance of all bids DEVELOPER shall develop and submit the GPC to the District for approval.
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# ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR)  
2/24/12

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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Heffernan Insurance Brokers 101 Second Street, Suite 120 Petaluma, CA 94952 CA License #0564249	CONTACT NAME: PHONE (A/C,No,Ext): <b>707-781-3400</b> FAX (A/C,No): <b>707-781-0800</b> EMAIL ADDRESS:  <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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<b>INSURED</b> Alten Construction, Inc. 720 12 <sup>th</sup> Street Richmond, CA 94801																						

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		CPO427802802	06/01/11	06/01/12	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X		CPO427802802	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC427808901	10/01/11	10/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Re: Havenscourt Middle School New Classroom & Cafeteria Building, 1390 66th Avenue, Oakland, CA. Oakland Unified School District and each of its officers, employees, and agents are named as additional insured (primary) on General Liability policy and additional insured on Automobile Liability policy per attached endorsements. Primary wording applies to Auto, per form CA00010310. Limits of Liability are at policy inception.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 900 High Street Oakland, CA 94601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No	Exp. Date of Pol	Eff. Date of End	Agency No	Add. Prem	Return Prem
CPO427802802	06/01/11	06/01/12			

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

**Named Insured: Alten Construction, Inc.**  
**Address (including ZIP Code): 720 12<sup>th</sup> Street, Richmond, CA 94801**

This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**

- A. Section II – Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury," "property damage" or "personal and advertising injury" covered under SECTION I - Coverage A - Bodily Injury And Property Damage Liability and Section I - Coverage B - Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part by:
  - 1. Your acts or omissions, or
  - 2. The acts or omissions of those acting on your behalf, and resulting directly from:
    - a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement, or
    - b. "Your work" completed as included in the "products-completed operations hazard" performed for the additional insured, which is the subject of the written contract or written agreement
- C. However, regardless of the provisions of paragraphs A and B above:
  - 1. We will not extend any insurance coverage to any additional insured person or organization:
    - a. That is not provided to you in this policy; or
    - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
  - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
    - a. The Limits of Insurance provided to you in this policy; or
    - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

- D. The insurance provided to the additional insured person or organization does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications, and
  2. Supervisory, inspection, architectural or engineering activities
- E. The additional insured must see to it that:
1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim,
  2. We receive written notice of a claim or "suit" as soon as practicable, and
  3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.
- F. For the coverage provided by this endorsement:
1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:  
  
This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
  2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:  
  
This insurance is excess over  
  
Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.
- G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.



## B. General Conditions

### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

### 2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

### 3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### 4. No Benefit To Bailee — Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

### 5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:
  - (1) Excess while it is connected to a motor vehicle you do not own.
  - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

### 6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

### 7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
  - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
  - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.



## INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

### Project Information

**Project Name** Havenscourt New Cafeteria & Classroom Building    **Site** Havenscourt Middle School

### Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist     Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000  
 Workers compensation insurance certification, unless vendor is a sole provider

### Contractor Information

Contractor Name	Alten Construction	Agency's Contact	Bob Alten			
OUSD Vendor ID #	V059657	Title	Project Manager			
Street Address	720-12 <sup>th</sup> Street	City	Richmond	State	CA	Zip 94801
Telephone	510-234-4200	Policy Expires	6-1-2012			
Contractor History	Previously been an OUSD contractor? x Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes x No			
OUSD Project #	07030					

### Term

Date Work Will Begin	5-23-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	6-30-2014
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### Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$48,600.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

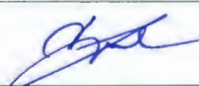


### Budget Information

*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499	Measure B	2079901812	6252	\$48,600.00

### Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	<b>Division Head</b>	Charles Love	<b>Phone</b>	510-535-7081	<b>Fax</b>	510-535-7082
1.	<b>Capital Program Contract &amp; Accounting Manager</b>					
	Signature		Date Approved	5-8-12		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>					
	Signature		Date Approved	5-8-12		
3.	<b>Associate Superintendent, Facilities Planning and Management</b>					
	Signature		Date Approved			
	<b>President, Board of Education</b>					
4.	Signature		Date Approved			