



# OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	13-0547
Committee	Facilities
Introduction Date	3-27-2013
Enactment Number	13-0600
Enactment Date	3/27/13 ok

## Memo

**To** Board of Education

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

**Board Meeting Date** March 27, 2013

**Subject** Independent Contractor Agreement for Special Services - Star Elevator - District-wide Elevator Repair Project

**Action Requested** Approval by the Board of Education of an Independent Contractor Agreement for Special Services with Star Elevator for Elevator Repair Services on behalf of the District at the Division of Facilities, Planning and Management Project, in an amount not-to exceed \$180,000.00. The term of this Agreement shall commence on March 27, 2013 and shall conclude no later than December 31, 2013.

**Background** The District has elected to have Star Elevator respond to the on call requests for elevator and wheelchair lift break downs, rather than have a monthly maintenance program for all the District's elevator and wheelchair lifts.

**Local Business Participation Percentage** 0.00% (Sole Source)

**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



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

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 Independent Contractor Agreement for Special Services with Star Elevator for Elevator Repair Services on behalf of the District at the Division of Facilities, Planning and Management Project, in an amount not-to exceed \$180,000.00. The term of this Agreement shall commence on March 27, 2013 and shall conclude no later than December 31, 2013.

## **Fiscal Impact**

County School Facilities Fund

## **Attachments**

- Independent Contractor Agreement for Special Services including scope of work

**INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES**

This Independent Contractor Agreement for Services ("Agreement") is made as of **January 2, 2013**, between the Oakland Unified School District ("District") and **Star Elevator** ("Consultant") (together, "Parties").

1. **Services.** The Consultant shall furnish to the District the services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services" or "Work") Proposal dated **November 7, 2012**
2. **Term.** Consultant shall commence providing services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such services as required. The term for services and schedule to provide services shall be in accordance with the schedule included in the Consultant's Proposal, Attachment "A;"
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below;

<u>  x  </u>	Signed Agreement
<u>  x  </u>	Workers' Compensation Certificate, if necessary
<u>  x  </u>	Criminal Background Investigation Certification, if necessary
<u>  x  </u>	Insurance Certificates and Endorsements
<u>  x  </u>	W-9 Form

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 FACILITIES PLANNING  
 AND MANAGEMENT

4. **Compensation.** District compensation to the Consultant shall be as set forth in Exhibit "A" as the proposed fee for services, but in no event shall total fees, costs, and expenses exceed **\$180,000.00**, without the express approval of the Board.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, other than as provided in Exhibit "A."
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
7. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
8. **Standard of Care.** Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession or services to California school districts.

OAKLAND, CA 94601

955 HIGH STREET

2013 JAN 25 10:59

FACILITIES PLANNING  
 & MANAGEMENT  
 ACCOUNTING DEPARTMENT

*Handwritten initials*

9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination.**

12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Consultant for work completed to date as a pro-rata amount of the full fees, costs, and expenses.

12.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for

personal injury or property damage; or

- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) business days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) business days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 12.4 Upon termination, Consultant shall provide the District with copies of all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

### **13. Indemnification.**

- 13.1 Consultant shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of Consultant or any person employed or agent engaged by Consultant.
- 13.2 Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, defend, and hold harmless District, its directors, officers, agents, employees, and representatives from and against any and all demands, claims, loss, liability costs and damages (whether in contract, tort or strict liability) incurred by District, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) incurred by District, or any other person, to the proportionate extent that it is alleged to have arisen out of or arises out of or is in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract. The indemnity and save harmless agreements expressed in this Section 13 shall not apply to the extent that doing so violates the provisions of Section 2782 of the California Civil Code.
- 13.3 Consultant shall place in its sub-consulting agreements and cause its sub-consultants to agree to indemnities and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.

### **14. Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1.1. **General Liability.** Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

14.1.2. **Automobile Liability Insurance.** Automobile Liability Insurance, Occurrence Form, that shall protect the Consultant the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Consultant.

14.1.3. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

14.1.4. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

d. The Consultant'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.

e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by U. S. Mail has been given to the District.

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f. Consultant shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commence.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
18. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.
20. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the provision of services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of

compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement.
23. **Mutual Limitation on Consequential Damages.** Notwithstanding any other provision of this Agreement, in no event, shall either Party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
24. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District**

Timothy E. White  
Assistant Superintendent  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

**Consultant**

Paul Onorato  
Star Elevator  
1300 Industrial Road, Suite 4  
San Carlos, CA 94070

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) business days after deposit in the United States mail.



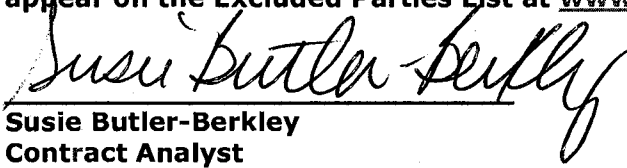
**26. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County, California.

**27. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

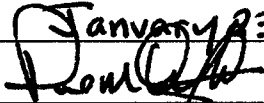
**28. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**29. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

**Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at [www.epls.gov/epls/search.do](http://www.epls.gov/epls/search.do)**

  
**Susie Butler-Berkley**  
**Contract Analyst**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Date: January 23, 2013  
By:   
Print Name: Paul M. Onorato  
Its: Treasurer

**OAKLAND UNIFIED SCHOOL DISTRICT**

By:  Date: 3/28/13  
David Kakishiba, President, Board of Education

By:  Date: 3/28/13  
Edgar Rakestraw, Jr., Board Secretary

By:  Date: \_\_\_\_\_  
Timothy E. White, Associate Superintendent  
Facilities Planning and Management

By:  Date: 2-28-13  
Cate Boskoff, Facilities Legal Counsel

File ID Number: 13-0547  
Introduction Date: 3/27/13  
Enactment Number: 13-0600  
Enactment Date: 3/27/13  
By: EL

**Information regarding Consultant:**

Consultant: Star Elevator, Inc.  
License No.: 432744  
Address: 1300 Industrial Rd., #4  
San Carlos, CA 94070  
Telephone: (650) 631-3999  
Facsimile: (650) 631-3927  
E-Mail: star@starelevator.com

Type of Business Entity:

Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation, State: California  
 Limited Liability Company  
 Other: \_\_\_\_\_

94-2837630:

Employer Identification and/or Social Security Number

**NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209, require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

## **Attachment A**

### **Scope of Services**

The scope of the services is to provide the labor and materials for emergency callback service, equipment repairs, and to assist with State compliance for Oakland Unified School District ("District") elevators and wheelchair lifts located at various District schools and facilities on an as-needed basis.

(SEE ATTACHED)



## EXHIBIT A

# STAR ELEVATOR, INC.

## CALLBACK SERVICE AND REPAIR AGREEMENT

November 7, 2012

### CUSTOMER

Oakland Unified School District  
Facilities Planning and Management  
955 High Street  
Oakland, CA 94601  
Attention: John Esposito

### LOCATIONS

Various District Schools and Facilities

1. **General.** Star Elevator ("Star") will provide the labor and materials for emergency callback service, equipment repairs, and to assist with State compliance for Oakland Unified School District ("District") elevators and wheelchair lifts located at various District schools and facilities on an as-needed basis.
2. **Emergency Callback Service.**
  - a. Star will respond to calls to its 24-hour dispatch line from authorized District representatives requesting emergency callback service.
  - b. Star will dispatch a qualified elevator service mechanic to troubleshoot and repair the elevator or lift in order to place it back into service.
  - c. Entrapment calls will be given priority and responded to within one (1) hour.
  - d. If the elevator or lift has not been serviced within the prior six (6) months, the mechanic will examine and lubricate the components.
  - e. If a hydraulic elevator, the mechanic will check the reservoir tank for unaccounted fluid loss; any unaccounted fluid loss will be reported to the District.
  - f. If the elevator is equipped with Fire Service, the mechanic will test the fire service and log it.
  - g. The District callback log, fluid-loss log, and fire service test logs will be filled out as needed.
  - h. If a repair will exceed \$1,500, the District will be provided a proposal estimate for authorization.
  - i. A Job Work Order Ticket ("JWOT") will be prepared by the mechanic which will include a description of the work performed and will show the amount of time on the job plus travel; the JWOT will be signed by an on-site District representative.
  - j. The District will be billed at the agreed upon billing rates (see below) for the time on the job plus travel and the materials used.
3. **Equipment Repairs.**
  - a. For callback repairs exceeding \$1,500 or other requested repairs by the District, the District will be provided a proposal estimate which will include:
    - i. Identification of the location and elevator or lift.
    - ii. Scope of work to be performed.
    - iii. Estimated labor hours.
    - iv. Estimated materials.
  - b. A Job Work Order Ticket ("JWOT") will be prepared by the mechanic which will include a description of the work performed and will show the amount of time on the job plus travel; the JWOT will be signed by an on-site District representative.
  - c. The District will be billed at the agreed upon billing rates (see below) for the time on the job plus travel and the materials used.
4. **State Compliance Assistance.**
  - a. Star will assist the District with complying with State inspections of its equipment.
  - b. Upon receipt of a State Preliminary Order or other State notice from the District, Star will respond with a proposal estimate to correct the listed deficiencies.
  - c. After authorization from the District, Star will perform the repairs to correct the deficiencies.
  - d. Upon completion of the repair, Star will notify the State that the deficiencies have been corrected in order for an Operating Permit to be issued.

- e. A Job Work Order Ticket ("JWOT") will be prepared by the mechanic which will include a description of the work performed and will show the amount of time on the job plus travel; the JWOT will be signed by an on-site District representative.
  - f. The District will be billed at the agreed upon billing rates (see below) for the time on the job plus travel and the materials used.
5. **Other.** Perform such other work on the elevators or lifts that may be requested and authorized by the District.
6. **Billing Rates and Invoicing.**
- a. **Billing Rates - Labor**
    - i. Regular Time Service Mechanic: \$224 per man hour (7:30 AM to 4:30 PM)
    - ii. Overtime Service Mechanic: \$330 per man hour (after regular hours and all day Saturdays)
    - iii. Double Time Service Mechanic: \$380 per man hour (Sundays and holidays)
    - iv. Regular Time Repair Crew: \$367 per crew hour (6:00 AM to 2:30 PM)
    - v. Double Time Repair Crew: \$651 per crew hour (after regular hours, Saturdays, Sundays, holidays)
  - b. **Billing Rate – Material**
    - i. Material cost plus 25%; applicable sales tax will be added.
  - c. **Invoicing**
    - i. Will identify the District school or facility and elevator(s) and lift(s) where the work was performed.
    - ii. Will include description of the work performed.
    - iii. Will include pricing for the labor hours and materials used.
    - iv. Will be accompanied by JWOT(s) for the labor performed and vendor invoice copies for the materials used.

The total funds allocated with this authorization shall not exceed: \$180,000.00.



# CERTIFICATE OF LIABILITY INSURANCE

STARE-4

OP ID: LP

DATE (MM/DD/YYYY)  
01/25/2013

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

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

<b>PRODUCER</b> RBN & Associates, Inc. 303 East Wacker Dr Suite 1130 Chicago, IL 60601 Bruce Scodro	Phone: 312-856-9400 Fax: 312-856-9425	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Hartford Underwriters Ins. Co.</td> <td>30104</td> </tr> <tr> <td>INSURER B:</td> <td>National Union Fire Ins. Co.</td> <td>19445</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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Underwriters Ins. Co.	30104	INSURER B:	National Union Fire Ins. Co.	19445	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER F:																						
<b>INSURED</b> Star Elevator, Inc. 306438 1300 Industrial Road, Suite 4 San Carlos, CA 94070																						

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			13UEN0J6011	02/01/2013	02/01/2014	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 \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EBU038251007	02/01/2013	02/01/2014	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUS- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

OAKLAND

OAKLAND UNIFIED SCHOOL DIST.  
 DEPT. OF FACILITIES PLANNING &  
 MANAGEMENT ATTN: J. ESPOSTIO  
 955 HIGH STREET  
 OAKLAND, CA 94601

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2013

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

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

<b>PRODUCER</b> International ProInsurance Associates 504 Redwood Blvd Suite 240 Novato CA 94947	<b>CONTACT NAME:</b> Cathie Eldridge <b>PHONE (A/C. No. Ext):</b> (415) 223-5500 <b>E-MAIL ADDRESS:</b> cathie.eldridge@proinsurance.com	<b>FAX (A/C. No.):</b> (415) 382-0676
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Star Elevator, Inc. 1300 Industrial Road #4 San Carlos CA 94070	<b>INSURER A:</b> Peerless Insurance Company	<b>NAIC #</b> 24198
	<b>INSURER B:</b> National Union Fire Ins. Co.	<b>NAIC #</b> 19445
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL1313007955

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA8934595	2/1/2013	2/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC065255405	1/1/2013	1/1/2014	<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)

Certificate holder is named as additional insured with respect to auto liability as required by written contract.

FEB - 5 A 10:31  
 FACILITIES PLANNING AND MANAGEMENT

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
 Department of Facilities Planning and Management  
 Attn: John Esposito  
 955 High Street  
 Oakland, CA 94601

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

David Hofele/CATHIE



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## COMMERCIAL AUTO GOLD ENDORSEMENT

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

**This endorsement modifies insurance provided under the following:**

BUSINESS AUTO COVERAGE FORM

### SECTION II - LIABILITY COVERAGE

#### A. COVERAGE

##### 1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) an expressed provision of an "insured contract", or written agreement; or
    - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) the permit has been issued to you.

## 2. COVERAGE EXTENSIONS

### a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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

## SECTION III - PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) \$50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

#### 6. Rental Reimbursement Coverage

based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

#### **7. Lease Gap Coverage**

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

### **B. EXCLUSIONS**

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

#### **4. We will not pay for "loss" to any of the following:**

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

### **D. DEDUCTIBLE**

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

## SECTION IV. BUSINESS AUTO CONDITIONS

### A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

#### 2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

### B. GENERAL CONDITIONS

9. is added

#### 9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

### COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

## INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES ROUTING FORM

### Project Information

<b>Project Name</b>	District-wide Elevator Repairs	<b>Site</b>	District-wide
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### Basic Directions

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

<b>Attachment Checklist</b>	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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### Contractor Information

<b>Contractor Name</b>	Star Elevator	<b>Agency's Contact</b>	Paul Onorato				
<b>OUSD Vendor ID #</b>	Z004017	<b>Title</b>	Project Manager				
<b>Street Address</b>	1300 Industrial Road, Suite 4	<b>City</b>	San Carlos	<b>State</b>	CA	<b>Zip</b>	94070
<b>Telephone</b>	650-631-3999	<b>Policy Expires</b>	2-14-2014				
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>OUSD Project #</b>	05011						

### Term

<b>Date Work Will Begin</b>	2-27-2013	<b>Date Work Will End By</b> <small>(not more than 5 years from start date)</small>	12-31-2013
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### Compensation

<b>Total Contract Amount</b>	\$	<b>Total Contract Not To Exceed</b>	\$ 180,000.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Changed Amount</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

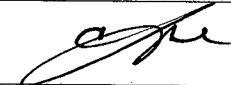


### Budget Information

*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
0000	County School Facilities	9189000891	6262	\$180,000.00

### 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>					
	<b>Signature</b>		<b>Date Approved</b>	2-7-13		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>					
	<b>Signature</b>		<b>Date Approved</b>	2-28-13		
3.	<b>Associate Superintendent, Facilities Planning and Management</b>					
	<b>Signature</b>		<b>Date Approved</b>			
4.	<b>President, Board of Education</b>					
	<b>Signature</b>		<b>Date Approved</b>			