


Board Office Use: Legislative File Info.	
File ID Number	13-0531
Committee	Facilities
Introduction Date	3-27-2013
Enactment Number	13-0589
Enactment Date	3/27/13



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## 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 Amendment No. 3, Purchase and Installation Contract - MB Contract Furniture  
- La Escuelita Educational Center Project

**Action Requested** Approval by the Board of Education of Amendment No. 3, Purchase and Installation Contract with MB Contract Furniture for Furniture Services on behalf of the District at La Escuelita Educational Center Project in an amount not-to exceed \$13,340.51 increasing previous contract amount from \$303,294.92 to a not to exceed amount of \$316,635.43. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** The Board of Education voted to support the replacement of the existing La Escuelita, Met West High School, and two Child Development Centers within a new multi-block complex. This contract provides for the first phase.

**Local Business Participation Percentage** 17.00%

**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 Amendment No. 3, Purchase and Installation Contract with MB Contract Furniture for Furniture Services on behalf of the District at La Escuelita Educational Center Project in an amount not-to exceed \$13,340.51 increasing previous contract amount from \$303,294.92 to a not to exceed amount of \$316,635.43. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

Measure A

**Attachments**

- Purchase and Installation Contract including scope of work



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools, Thriving Students

File ID Number: 13-0531  
 Introduction Date: 3/27/13  
 Enactment Number: 13-0589  
 Enactment Date: 3/27/13  
 By: JA

### AMENDMENT NO. 3 TO PURCHASE AND DELIVERY CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **MB Contract Furniture**. OUSD entered into an Agreement with CONTRACTOR for services on **April 25, 2012**, and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u> The CONTRACTOR agrees to provide the following amended services: <u>The scope of the contract is for the vendor to deliver and install freestanding work surfaces for KDOL.</u>		
2. <b>Terms (duration):</b>	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<b>If term is changed:</b> The contract term is extended by an additional _____, and the amended expiration date is _____.		
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<b>If the compensation is changed:</b> The contract price is amended by		
<input checked="" type="checkbox"/> Increase of <u>\$13,340.51</u> to original contract amount		
<input type="checkbox"/> Decrease of \$ _____ to original contract amount		
and the new contract total is <u>Three hundred and sixteen thousand, three hundred forty dollars and fifty-one cents (\$316,635.43)</u>		

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

5. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	10-10-2012	The scope of the project is to provide additions to specific classrooms that needed teacher's desks, student desks, tables and chairs, and adjustments to classroom furnishings once the building was occupied.	\$8,609.00
2	2-27-2013	The scope of the project is to provide additional furnishing for KDOL.	\$8,762.59

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

**OAKLAND UNIFIED SCHOOL DISTRICT**

**CONTRACTOR**

\_\_\_\_\_  
 David Kakashiba, President, Board of Education      Date 3/28/13

\_\_\_\_\_  
 Contractor Signature      Date 2-27-13

\_\_\_\_\_  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education      Date 3/28/13  
 Date

\_\_\_\_\_  
 JANE MELLI, PRINCIPAL  
 Print Name, Title

\_\_\_\_\_  
 Timothy White, Associate Superintendent  
 Facilities, Planning and Management      Date



**EXHIBIT "A" Scope of Work**

**Contractor Name: MB Contract Furniture**

**Billing Rate: Thirteen thousand, three hundred forty dollars and fifty-one cents (\$13,340.51)**

**1. Description of Services to be Provided**

The scope of the contract is to provide additional furnishing for the delivery and installation of work surfaces for KDOL.

**2. Specific Outcomes:**

Create equitable opportunities for learning.

**3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

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 - Berkley 3-18-2013*  
 \_\_\_\_\_  
 Susie Butler-Berkley  
 Contract Analyst

Quote #: MBQTE14138  
 Revision 1

**Job Name:** KDOL

**Date:** 01-24-2013

**Job #:** MBJOB13367

**BILL TO ADDRESS**

Oakland Unified School District  
 1025 2nd Avenue  
 Oakland, CA 94606  
 Attn: Accounts Payable

**JOB LOCATION**

Oakland Unified School District  
 955 High Street  
 Oakland, CA 94606  
 Attn: Saya Nhim

**QUOTE IS FOR:** *Deliver and install freestanding worksurfaces for KDOL*

Dear Saya Nhim,

Product specifications are based on the attached drawings. As quoted below, delivery and installation are an additional cost and would take place during normal working hours. After hours would be at overtime rates. All product is subject to manufacturer's lead-time and availability at the time of order. Product held in waiting by MB Contract Furniture for more than 30 days is subject to warehouse storage charges. Prices in this quote are valid for 30 days.

**Quote is based on area free and clear, straight time and use of the elevator.**

Please note that all drawings are the property of MB Contract Furniture and under no condition are they to be used for construction or shared with any organization for any reason without the prior written approval of MB Contract Furniture.

Not included in this quote are the services to be provided by you. Those services may include electrical, voice and data cabling, permits, packing and removal of personal belongings, or moving of existing furniture.

To place this order, please review and verify all attached product lists, specifications, and drawings thoroughly, then either sign and return all pages of this quote or send us an itemized purchase order from your organization. Once a signed quote or purchase order has been received, orders are not subject to change or cancellation.

We will contact you prior to scheduling your project.

Thank you for your consideration and support of MB Contract Furniture. We look forward to a successful project.

Sincerely,



Jane Mele

**Payment Terms: Net 30 Days**

<b>CUSTOMER APPROVAL</b>	
Print Name: _____	
Signature: _____	Date: _____

<b>QUOTE SUMMARY</b>			
Product Total	\$10,239.00	Product Tax	\$921.51
Service Total	\$2,000.00	Service Tax	\$180.00
Subtotal	\$12,239.00	Subtotal (9%)	\$1,101.51
<b>QUOTE TOTAL \$13,340.51</b>			



**CONTRACT FURNITURE**

*Creating Comfortable Workplaces*

6210 Goodyear Road, Benicia, CA 94510 - 800.395.9004 - Fax 707.751.2419

**Products Quoted**

LINE ITEMS (1)

Page 1

PRODUCT SUBTOTAL \$10,239.00

QUOTE NO: MBQTE14138

ACCOUNT NAME: Oakland Unified School District

QUOTE DATE: Jan 24, 2013

JOB NO: MBJOB13367

JOB STATUS: 02-Awaiting Approval

JOB NAME: KDOL

ITEM #	MODEL #	VENDOR	QTY	PRICE	LINE TOTAL
MBSKU51266	Custom Freestanding	Action Laminates	1	\$10,239.00	\$10,239.00

Action Laminates quote # 15350

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	13-0338
Committee	Facilities
Introduction Date	2-27-2013
Enactment Number	13-0434
Enactment Date	2-27-13



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

**To** Board of Education

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

**Board Meeting Date** February 27, 2013

**Subject** Amendment No. 2, Purchase and Installation Contract - MB Contract Furniture  
- La Escuelita Educational Center Project

**Action Requested** Approval by the Board of Education of Amendment No. 2, Purchase and Installation Contract with MB Contract Furniture for Furniture Services on behalf of the District at La Escuelita Educational Center Project in an amount not-to exceed \$8,762.59 increasing previous contract amount from \$294,551.51 to a not to exceed amount of \$303,314.10 and revising the end date from April 27, 2012 through December 31, 2012 to June 30, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** The Board of Education voted to support the replacement of the existing La Escuelita, Met West High School, and two Child Development Centers within a new multi-block complex. This contract provides for the first phase.

**Local Business Participation Percentage** 17.00%

**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 Amendment No. 2, Purchase and Installation Contract with MB Contract Furniture for Furniture Services on behalf of the District at La Escuelita Educational Center Project in an amount not-to exceed \$8,762.59 increasing previous contract amount from \$294,551.51 to a not to exceed amount of \$303,314.10 and revising the end date from April 27, 2012 through December 31, 2012 to June 30, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

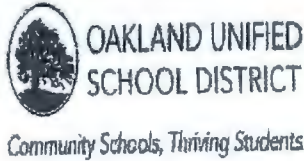
**Fiscal Impact**

Measure A

**Attachments**

- Purchase and Installation Contract including scope of work





## AMENDMENT NO. 2 TO PURCHASE AND DELIVERY CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **MB Contract Furniture**. OUSD entered into an Agreement with CONTRACTOR for services on **April 25, 2012**, and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>		
The CONTRACTOR agrees to provide the following amended services: <u>The scope of the contract is provide additional furnishing for the La Escuelita Educational Center.</u>		
2. <b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> <u>The term of the contract has changed.</u>
<b>If term is changed:</b> The contract term is extended by an additional <u>Six (6) months</u> , and the amended expiration date is <u>June 30, 2013</u> .		
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<b>If the compensation is changed:</b> The contract price is amended by		
<input checked="" type="checkbox"/> <u>Increase of \$8,762.59 to original contract amount</u>		
<input type="checkbox"/> Decrease of \$ _____ to original contract amount		
and the new contract total is <u>Three hundred and three thousand, three hundred fourteen dollars and ten cents (\$303,314.10)</u>		

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

5. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	10-10-2012	The scope of the project is to provide additions to specific classrooms that needed teacher's desks, student desks, tables and chairs, and adjustments to classroom furnishings once the building was occupied.	\$8,609.00

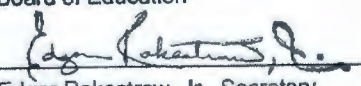
6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

  
 David Kakashiba, President,  
 Board of Education


Date

2/28/13

  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education

Date

2/28/13

  
 Timothy White, Associate Superintendent  
 Facilities, Planning and Management

Date

CONTRACTOR

  
 Contractor Signature

Date

1-30-2013

JANE MELE, PRINCIPAL  
 Print Name, Title

File ID Number: 13-0338  
 Introduction Date: 2-27-13  
 Enactment Number: 13-0434  
 Enactment Date: 2-27-13  
 By: W

**EXHIBIT "A" Scope of Work**

**Contractor Name:** MB Contract Furniture

**Billing Rate:** Eight thousand, seven hundred sixty-two dollars and fifty-nine cents (\$8,762.59)

**1. Description of Services to be Provided**

The scope of the contract is to provide additional furnishing for the La Escuelita Educational Center.

**2. Specific Outcomes:**

Create equitable opportunities for learning.

**3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

**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 130-203*

**Susie Butler-Berkley  
Contract Analyst**



# Quote Agreement

Quote #: MBQTE13954  
Revision 2

Job Name: Addendum 2

Date: 01-24-2013

## EXHIBIT A

Job #: MBJOB13166

### BILL TO ADDRESS

Oakland Unified School District  
1025 2nd Avenue  
Oakland, CA 94606  
Attn: Accounts Payable

### JOB LOCATION

Oakland Unified School District  
955 High Street  
Oakland, CA 94606  
Attn:

**QUOTE IS FOR:** Provide additional misc items per clients request.

Dear Al Anderson,

### Revised quote based on state tax change as of January 1, 2013.

Product specifications are based on the attached specifications. As quoted below, delivery and installation is an additional cost and would take place during normal working hours. After hours would be at overtime rates. All product is subject to manufacturer's lead-time and availability at the time of order. Product held in waiting by MB Contract Furniture for more than 30 days is subject to warehouse storage charges. Prices in this quote are valid for 15 days.

Not included in this quote are the services to be provided by you. Those services may include electrical hardwiring of panels, voice and data cabling, permits, packing and removal of personal belongings, or moving of existing furniture.

To place this order, please review and verify all attached product lists, specifications, and drawings thoroughly, then either sign and return all pages of this quote or send us an itemized purchase order from your organization. Once a signed quote or purchase order has been received, orders are not subject to change or cancellation.

We will contact you prior to scheduling your project.

Thank you for your consideration and support of MB Contract Furniture. We look forward to a successful project.

Sincerely,

Jane Mele

### Payment Terms: Net 30 Days

<b>CUSTOMER APPROVAL</b>	
Print Name:	_____
Signature:	Date:

<b>QUOTE SUMMARY</b>			
Product Total	\$6,407.10	Product Tax	\$576.64
Service Total	\$1,665.00	Service Tax	\$113.85
Subtotal	\$8,072.10	Subtotal (9%)	\$690.49
<b>QUOTE TOTAL</b>		<b>\$8,762.59</b>	





**CONTRACT FURNITURE**  
Creating Comfortable Environments  
 6210 Goodyear Road, Benicia, CA 94510 - 800.395.9004 Fax 707.751.2419

## Products Quoted

LINE ITEMS (20) Page 1  
 PRODUCT SUBTOTAL \$6,407.10

**QUOTE NO:** MBQTE13954

**ACCOUNT NAME:** Oakland Unified School District

**QUOTE DATE:** Jan 24, 2013

**JOB NO:** MBJOB13166

**JOB STATUS:** 02-Awaiting Approval

**JOB NAME:** Addendum 2

ITEM #	MODEL #	VENDOR	QTY	PRICE	LINE TOTAL
MBSKU50941	MAS5	Claridge Products and Equipment	1	\$124.15	\$124.15
Mira manual projection screen Room: 142 5' x 5'					
MBSKU50942	PL2436M	Claridge Products and Equipment	1	\$188.50	\$188.50
Monthly whiteboard Room: Main office Frame: Aluminum 2' x 3'					
MBSKU50943	844D	Claridge Products and Equipment	1	\$148.20	\$148.20
Tackboard with aluminum frame Room: 142 Fabric: Standard designer TBD 4' x 4'					
MBSKU50945	LCS2044R	Claridge Products and Equipment	2	\$292.50	\$585.00
Marker board with aluminum frame Room: 142 & 233 4' x 4'					
MBSKU51428	852D	Claridge Products and Equipment	1	\$200.85	\$200.85
Tackboard with aluminum frame. Cut to 66"w Room: 142 Fabric: Standard designer TBD 4' x 6'					
MBSKU48374	FLF-2-36-MET	Friant and Associates, LLC.	2	\$278.44	\$556.88
2 Drawer lateral file Room 241  Finish: LT 36w x 20d					
MBSKU48375	FLFCW-36	Friant and Associates, LLC.	4		
Lateral file counter balance weight Room: 241  36					
MBSKU48376	FFB	Friant and Associates, LLC.	4		
Front to back rails Room: 241					
MBSKU48377	FPED.BBF-MOB-	Friant and Associates, LLC.	2	\$153.11	\$306.22
Mobile pedestal Box/Box/File Room: 241  Finish: DT 22d x 15w x 27h					



ITEM #	MODEL #	VENDOR	QTY	PRICE	LINE TOTAL
MBSKU50940	M-ESP20BM-R	Maxon Furniture, Inc.	5	\$270.90	\$1,354.50
Mobile B/B/F pedestal Room: Main office & Principal Finish: MPT3 Muslin 28h x 20d x 15w					
MBSKU50953	MOD4	MBCF Inventory	1	\$67.26	\$67.26
Set of 6 tack strips with magnetic back Room: 233 48"w					
MBSKU50938	7751GR	Safco	3	\$333.75	\$1,001.25
20 Sorter compartments Room: Main office 60w x 13d x 14-1/4h					
MBSKU50939	7750GR	Safco	1	\$210.00	\$210.00
Table top Room: Main office 60w x 30d					
MBSKU51425	7749GR	Safco	1	\$487.50	\$487.50
Base table with shelf Room: Main office 60w x 30d					
MBSKU50952	RTFXT1848-GL-NN	Trendway	2	\$236.46	\$472.92
Rectangular table Room: Main office Top: Standard TBD Frame: Standard TBD 18d x 48w					
MBSKU50823	ALE-BCR33636MC	United Stationers	1	\$164.73	\$164.73
3 Shelf bookcase Room: 233 Medium Cherry 36w x 36h x 11-1/2d					
MBSKU50824	HON-S60ABCQ	United Stationers	1	\$211.65	\$211.65
Metal 4 Shelf bookcase Room: 238 Lt Gray 34-1/2w x 59h x 13d					
MBSKU50825	SAF-4228BL	United Stationers	1	\$55.99	\$55.99
Over the door double coat hook Room:Principal					
MBSKU50833	Freight in	United Stationers	1	\$45.00	\$45.00
MBSKU50937	ALE-BCS67224-MY	United Stationers	1	\$226.50	\$226.50
6 Shelf bookcase Room: Principal TBD 24w x 72h					

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## AMENDMENT TO PURCHASE AND INSTALLATION ROUTING FORM

Project Information			
<b>Project Name</b>	La Escuelita Educational Center	<b>Site</b>	La Escuelita Educational Center
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		

Contractor Information			
Contractor Name	MB Contract Furniture	Agency's Contact	Jane Mele
OUSD Vendor ID #	V0559075	Title	Project Manager
Street Address	6210 Goodyear Road	City	Benicia State CA Zip 94510
Telephone	925-381-8971	Policy Expires	10-1-2013
Contractor History	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
OUSD Project #	07047-3		

Term			
Date Work Will Begin	4-27-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	6-30-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$303,314.10
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 8,762.59
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
9099	Measure A	1219003821	6432	\$8,762.59

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>	1-30-13
2.	<b>General Counsel, Department of Facilities Planning and Management</b>			
	<b>Signature</b>		<b>Date Approved</b>	1-31-13
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>	

Board Office Use: Legislative File Info.	
File ID Number	12-2651
Committee	Facilities
Introduction Date	10-10-2012
Enactment Number	12-2651
Enactment Date	10/10/12



OAKLAND UNIFIED  
SCHOOL DISTRICT

## Memo

**To** Board of Education

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

**Board Meeting Date** October 10, 2012

**Subject** Amendment No. 1, Purchase and Delivery Contract- MB Contract Furniture- La Escuelita Educational Complex Project

**Action Requested** Approval by the Board of Education of Amendment No.1, Purchase and Delivery Contract with MB Contract Furniture for Furniture Services on behalf of the District at La Escuelita Educational Complex Project, in an amount not-to exceed \$8,609.44 increasing previous contract amount from \$285,942.07 to a not to exceed amount of \$294,551.51. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** The Board of Education voted to support the replacement of the existing La Escuelita School, MetWest High School and two Child Development Centers within a new multi-block complex. This contract provides furnishings for the first phase of the project.

**Local Business Participation Percentage** 17.00%

**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,





OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

File ID Number: 12-2651  
 Introduction Date: 10/10/12  
 Enactment Number: 12-2650  
 Enactment Date: 10/10/12  
 By: o.h.

**AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and **MB Contract Furniture**. OUSD entered into an Agreement with CONTRACTOR for services on **April 27, 2012**, and the parties agree to amend that Agreement as follows:

1. **Services:**  The scope of work is unchanged.  The scope of work has changed.  
 If **scope of work changed**: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.  
 The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide additions to specific classrooms that needed teacher's desks, student desks, tables and chairs, and adjustments to classroom furnishings once the building was occupied.

2. **Terms (duration):**  The term of the contract is unchanged.  The term of the contract has changed.  
 If **term is changed**: The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_, 20\_\_\_\_.

3. **Compensation:**  The contract price is unchanged.  The contract price has changed.  
 If the **compensation is changed**: The contract price is amended by  
 Increase of \$8,609.00 to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
 and the new contract total is **Two hundred ninety-four thousand, five hundred fifty-one dollars and fifty-one cents (\$294,551.51)**

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

5. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London  
 Jody London, President, Board of Education Date 10/10/12

Edgar Rakestraw, Jr.  
 Edgar Rakestraw, Jr., Secretary Board of Education Date 10/10/12

Timothy White  
 Timothy White, Associate Superintendent Facilities, Planning and Management Date \_\_\_\_\_

CONTRACTOR

Jane Mele  
 Contractor Signature Date 10-25-12

JANE MELE, PRINCIPAL  
 Print Name, Title





---

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 Amendment No.1, Purchase and Delivery Contract with MB Contract Furniture for Furniture Services on behalf of the District at La Escuelita Educational Complex Project, in an amount not-to exceed \$8,609.44 increasing previous contract amount from \$285,942.07 to a not to exceed amount of \$294,551.51. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

Measure B

**Attachments**

- Independent Contractors Agreement including scope of work

**EXHIBIT "A" Scope of Work**

**Contractor Name:**

**Billing Rate: Eight thousand, six hundred nine dollars and forty-four cents (\$8,609.44)**

- 1. Description of Services to be Provided**  
Provide additional furnishing for the La Escuelita Center for specific classrooms.
- 2. Specific Outcomes:**  
The furnishing will complete the new building by providing excellence in the decoration of the classrooms.
- 3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input type="checkbox"/> Create equitable opportunities for learning	<input type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

**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

Amendment 1



**CONTRACTFURNITURE**  
Creating Comfortable Workplaces

6210 Goodyear Road  
Benicia, CA 94610  
www.mbcf.com

800-395-9004 toll free  
707-751-5810 main  
707-751-2419 fax

				1A	1B	1C				
Code	Item	Manufacturer	Model number	Qty	Unit sell	Extended sell	8.75% Sales Tax	Total Line	Discount off retail price	Oakland Supplier
C-3	3,4 Grade chair	Smith Systems	11848	8	\$ 37.22	\$ 297.78	\$ 26.06	\$ 323.83	65%	
C-7	Teacher chair	Smith Systems	XL035F_P	4	\$ 172.92	\$ 691.69	\$ 60.52	\$ 752.21	58%	
D-2	1 - 5 Table desk	Smith Systems	1288	4	\$ 133.00	\$ 532.00	\$ 46.55	\$ 578.55	NA	
D-2	1 - 5 Table desk	Smith Systems	17190	8	\$ 23.72	\$ 189.78	\$ 16.61	\$ 206.38	NA	
D-5	Teachers desk	Smith Systems	26453, 19173, 17342	2	\$ 529.78	\$ 1,059.56	\$ 92.71	\$ 1,152.27	56%	
T-5	Kidney table	Smith Systems	25665	2	\$ 323.17	\$ 646.33	\$ 56.55	\$ 702.89	61%	
S-1	Bookshelf	Aurora		19	\$ 84.58	\$ 1,606.97	\$ 140.61	\$ 1,747.58	55%	
F-2	Lateral file cabinet	Friant		4	\$ 278.44	\$ 1,113.78	\$ 97.46	\$ 1,211.23	78%	Yes
1G	Total					\$ 6,137.88	\$ 537.06	\$ 6,674.94		



**CONTRACTFURNITURE**  
*Creating Comfortable Workplaces*

5240 Goodyear Road, Berkeley, CA 94710 800.395.5004 Fax 707.751.2419

## Products Sold

QUOTE NO: MBQTE13693	ACCOUNT NAME: Oakland Unified School District
INVOICE DATE: Aug 31, 2012	JOB NO: MBJOB12386
PRODUCT TOTAL: \$6,137.88	JOB NAME: FF&E Project Phase 1

SKU #	Model No.	Manufacturer	Qty	Price	Total
<b>Line # 1</b>					
MBSKU50123	12 X 36 X 29.75	Aurora c/o Richards-Wilcox	19	\$84.58	\$1,607.02
S-1					
<b>Line # 2</b>					
MBSKU48374	FLF-2-36-MET	Friant and Associates, LLC.	4	\$278.44	\$1,113.76
2 Drawer lateral file F-2					
Finish: LT 36w x 20d					
<b>Line # 3</b>					
MBSKU48284	11848	Smith System, Inc.	8	\$37.22	\$297.76
Flavors 16" stack chair C-3 & C-5					
<b>Line # 4</b>					
MBSKU48288	XL035F*P*	Smith System, Inc.	4	\$172.92	\$691.68
UXL Adjustable chair w/casters (fabric seat) C-7					
<b>Line # 5</b>					
MBSKU48295	17190	Smith System, Inc.	8	\$23.72	\$189.76
Steel box D-2 & D-3					
15x20x4					
<b>Line # 6</b>					
MBSKU48296	01288	Smith System, Inc.	4	\$133.00	\$532.00
Planner student desk D-2 & D-3					
24x54x22-32h					
<b>Line # 7</b>					
MBSKU48298	26453	Smith System, Inc.	2	\$529.78	\$1,059.56
Acrobat work station D-5					
30x60					
<b>Line # 8</b>					
MBSKU48304	25665	Smith System, Inc.	2	\$323.17	\$646.34
Kidney planner activity table T-5					
48x72 24-34h					





**Quote Service Summary**

**Quote # MBQTE13693**

**Oakland Unified School District**  
Job Name: FF&E Project Phase 1

Quote Date: 9/10/2012  
Job# MBJOB12386

CATEGORY OF SERVICE PROVIDED	CAT SELL	TOTAL TAX	TOTAL
<b>Standard Time</b>			
8/17 Install (2) doggie doors	\$265.00	\$0.00	\$265.00
8/21 Assist Tony Library Shelving & misc classroom moves	\$424.00	\$0.00	\$424.00
8/21 Tony to bolt Libraby shelving and misc classroom moves	\$424.00	\$0.00	\$424.00
8/27 Art to assist Tony and add shelving in Room A234 & A235	\$238.50	\$0.00	\$238.50
8/27 Tony to add shelving in Room A234 & A235	\$424.00	\$0.00	\$424.00
Install (3) adj aisle ties for library shelving, Add three more shelves	\$159.00	\$0.00	\$159.00
		<b>Total For ST</b>	<b>\$1,934.50</b>
<b>Quote Totals</b>	<b>\$1,934.50</b>	<b>\$0.00</b>	<b>\$1,934.50</b>

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2012

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> Arthur J. Gallagher & Co. 3697 Mt. Diablo Blvd., Suite 300 Lafayette, CA 94549		<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> 925-299-1112 <b>FAX (A/C, No):</b> 925-299-0328 <b>E-MAIL ADDRESS:</b> _____	
www.ajg.com      0726293		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> M. B. CONTRACT FURNITURE, INC. 6210 GOODYEAR RD. BENICIA, CA 94510 ID #599465		<b>INSURER A:</b> Golden Eagle Insurance Corp      10836 <b>INSURER B:</b> Companion Property & Casualty      12157 <b>INSURER C:</b> Peerless Insurance Company      24198 <b>INSURER D:</b> _____ <b>INSURER E:</b> _____ <b>INSURER F:</b> _____	


**COVERAGES**      **CERTIFICATE NUMBER:** 14368566      **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	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Liability <input type="checkbox"/> No Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	CBP1072989	10/1/2012	10/1/2013	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
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA1072990	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$10,000		CU8920181	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	CPCA16305	10/1/2012	10/1/2013	<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: La Escuelita Educational Center Project 07047-3. Those usual and customary to insured's operations. Oakland Unified School District and its directors, officers, employees, and agents are included as Additional Insured as respects General Liability per attached form GECC 970 (01/11).  
 Written contract required.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Division of Facilities, Planning & Management 955 High St. 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   Gina Endrina

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)      The ACORD name and logo are registered marks of ACORD



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****COMMERCIAL LIABILITY GOLD ENDORSEMENT – CONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART****SECTION I – COVERAGES****COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY****2. Exclusions**

Item 2.g. 2) is replaced with the following:

- 2.g. 2) a watercraft you do not own that is:
- a) less than 50 feet long; and
  - b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

- 6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph of 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance.**

**SECTION I – COVERAGES****COVERAGE C. MEDICAL PAYMENTS**

If Medical Payments Coverage is provided under this policy, the following is changed:

**3. Limits**

The medical expense limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

**COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES****Insuring Agreement**

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that:

- a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
- b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is \$100,000.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

Item b. and d. are replaced with:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$500 a day because of time off from work.

Includes copyrighted material of Insurance Services Offices Inc., with its permission.

## SECTION II – WHO IS AN INSURED

Item 4. is replaced with:

4. Any subsidiaries, companies, corporations, firms, or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if:
  - a) you have the responsibility of placing insurance for such entity; and
  - b) coverage for the entity is not otherwise more specifically provided; and
  - c) the entity is incorporated or organized under the laws of the United States of America.

However; coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under this provision is afforded only until the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

## SECTION III – LIMITS OF INSURANCE

Paragraph 2. is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6. is replaced with the following:

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of:

- a. \$500,000 or
- b. The amount shown in the Declarations.

## SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2. a. is replaced with:

### 2. Duties In The Event of Occurrence, Offense, Claim or Suit

- 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 "occurrence", offense, claim, or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
  - 1) How, when and where the "occurrence" or offense 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 "occurrence", offense, claim or "suit".

Item 4. b. 1) b) is replaced with:

### b. Excess Insurance

- 1) b) That is Fire, Explosion or Sprinkler Leakage insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

### 6. Representations

- d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Includes copyrighted material of Insurance Services Offices Inc., with its permission.



Item 8. is replaced with:

**8. Transfer of Rights Of Recovery Against Others To Us**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

**10. Cancellation Condition**

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

**11. Liberalization**

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

**SECTION V – DEFINITIONS**

The following definitions are added or changed:

**9. "Insured contract"**

a. Is changed to:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23. and 24. are added:

- 23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- 24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

The following Provisions are also added to this Coverage Part:

**A. ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT**

- 1. Paragraph 2. under **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:

- a. Your ongoing operations performed for that person or organization; or
- b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

Includes copyrighted material of Insurance Services Offices Inc., with its permission.

2. This endorsement provision **A.** does not apply:

- a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";
- b. To "bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
- c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
  - (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;
- d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing;
- e. To any person or organization specifically designated an additional insured for ongoing operations by a separate ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS endorsement issued by us and made a part of this policy

**B. PRIMARY NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

a. The following is added to paragraph a. **Primary Insurance**:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written "construction contract" to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

For the purposes of this endorsement, "construction contract" means a written contract or written agreement other than a premises lease, facilities rental contract or agreement, an equipment rental or lease agreement, or a permit issued by a state, county, municipality or other governmental authority.

b. The following is added to paragraph b. **Excess Insurance**:

- (3) Except as specified in paragraph a., above, any other insurance in which a party who is an additional insured hereunder is designated as a Named Insured.

Regardless of the terms of any written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured.

Arthur J. Gallagher & Co.  
3697 Mt. Diablo Blvd., Suite 300  
Lafayette, CA 94549

Oakland Unified School District  
Division of Facilities, Planning &  
Management  
955 High St.  
Oakland CA 94601

## MAIL DOCUMENT

Certificate of Insurance Delivery by **ecertsonline**™

Sender: Gina Endrina

Phone: 925-299-1112

Subject:

Date: 10/10/2012

No. of Pages: 6

URL: [www.ajg.com](http://www.ajg.com)

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA REGULAR POSTAL SERVICE.



## AMENDMENT TO PURCHASE AND DELIVERY CONTRACT ROUTING FORM

Project Information			
Project Name	La Escuelita Educational Center	Site	La Escuelita
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<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		

Contractor Information			
Contractor Name	MB Contract Furniture	Agency's Contact	Jane Mele
OUSD Vendor ID #	V055975	Title	Project Manager
Street Address	6210 Goodyear Road	City	Benicia State CA Zip 94510
Telephone	925-381-8971	Policy Expires	10-24-2012
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 #	07047		

Term			
Date Work Will Begin	4-27-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$294,551.51
Pay Rate Per Hour <small>(if Hourly)</small>	\$	If Amendment, Changed Amount	\$ 8,609.44
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499, 9599, 9699	Measure B	1219901821	6232	\$8,609.44

Approval and Routing (in order of approval steps)				
<small>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.</small>				
	Division Head	Charles Love	Phone	510-879-8389 Fax 510-879-3673
1.	Capital Program Contract & Accounting Manager		Signature	Date Approved 9-15-12
2.	General Counsel, Department of Facilities Planning and Management		Signature	Date Approved 9-28-12
3.	Associate Superintendent, Facilities Planning and Management		Signature	Date Approved
4.	President, Board of Education		Signature	Date Approved



<b>Board Office Use: Legislative File Info.</b>	
File ID Number	12-0736
Committee	Facilities
Introduction Date	4-25-2012
Enactment Number	12-1195
Enactment Date	4-25-12 9.2



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** April 25, 2012  
**Subject** Purchase and Delivery Contract - MB Contract Furniture - La Escuelita Educational Complex Project

**Action Requested** Approval by the Board of Education of a Purchase and Delivery Contract with MB Contract Furniture for Furniture and Supplies on behalf of the District at La Escuelita Educational Complex Project, in an amount not-to exceed \$285,942.07. The term of this Agreement shall commence on April 25, 2012 and shall conclude no later than December 31, 2012.

**Background** The Board of Education voted to support the replacement of the existing La Escuelita Elementary School, Met West High School, and two Child Development Centers with a new multi-block complex. This contract provides material for Phase I.

**Local Business Participation Percentage** 17.00%

**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 a Purchase and Delivery Contract with MB Contract Furniture for Furniture and Supplies on behalf of the District at La Escuelita Educational Complex Project, in an amount not-to exceed \$285,942.07. The term of this Agreement shall commence on April 25, 2012 and shall conclude no later than December 31, 2012.

**Fiscal Impact**

Measure B

**Attachments**

- Independent Consultant Agreement including scope of work

**CONTRACT FOR PURCHASE AND DELIVERY OF FURNITURE FROM  
MB CONTRACT FURNITURE  
FOR A TOTAL COST NOT TO EXCEED TWO HUNDRED EIGHTY-FIVE  
THOUSAND, NINE HUNDRED FORTY-TWO DOLLARS AND SEVEN CENTS  
(\$285,942.07)**

THIS AGREEMENT is made as of the 17th day of April, 2012 by and between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") and MB CONTRACT FURNITURE 6210 GOODYEAR ROAD, BENICIA, CA 94510. ("VENDOR").

WHEREAS, the DISTRICT desires to engage VENDOR to provide furnishings, fixtures and equipment in support of the opening of the La Escuelita Educational Complex fall opening to DISTRICT site upon written direction from the DISTRICT, during regular business hours of the DISTRICT.

1. SCHEDULE AND TIME OF COMPLETION:

The term of Agreement shall commence on April 24, 2012 and shall terminate on December 31, 2012.

2. CONTRACT PRICE:

VENDOR agrees to perform all of the work included in Section 2 for a sum not to exceed Two hundred eighty-five thousand, nine hundred forty-two dollars and seven cents which sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and other costs and expenses incurred by VENDOR. VENDOR has submitted a price list attached hereto as Exhibit A and agrees to keep the prices constant for the term of this agreement.

3. MANNER OF PAYMENT:

Prior to receiving payment, the VENDOR's written invoices must be reviewed and approved by Timothy E. White, Assistant Superintendent of Facilities Planning, Buildings & Grounds and Custodial Services. VENDOR's invoices must identify the items provided to the DISTRICT, the cost of the item, the date delivered to the DISTRICT and the DISTRICT location to which the items were delivered.

**Terms of Payment: 50% upon order, 25% upon delivery, 25% upon job sign off and completion.**

4. USE OF SUBCONTRACTORS:

VENDOR shall not subcontract any work to be performed by it under this Agreement without the prior written approval of DISTRICT. VENDOR shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.

5. CHANGES BY THE DISTRICT:

In case any work, materials, or equipment shall be required which are not mentioned, specified, indicated or otherwise provided for herein, the VENDOR shall, if ordered in writing by the DISTRICT, do and perform such work and furnish such materials or equipment at the VENDOR'S unit prices, less discounts ordinarily allowed to users of such materials or equipment, or at regular labor charges, less customary discount, or both.

VENDOR shall provide to DISTRICT a written proposal to perform any changes requested by DISTRICT, which proposal shall include, the cost of the material as well as and if applicable; engineering time, labor for installation if required and a reasonable markup, if any.

In case any work, materials or equipment which are mentioned, specified, indicated or otherwise provided for in the Contract or in the specifications forming a part of the Contract shall be required to be omitted from, in or about the work, the VENDOR shall, if ordered by the DISTRICT, omit the performance of such work and the furnishing of such materials, or equipment and there shall be deducted from the amount to be paid to the VENDOR the amount which the DISTRICT and the VENDOR shall determine and mutually agree in writing to be the reasonable value of such work, materials or equipment, and such determination and agreement shall be final and conclusive upon the VENDOR.

In the event that VENDOR encounters any unanticipated conditions or contingencies that may effect the scope of work or services and result in an adjustment in the amount of compensation specified herein, VENDOR, shall so advise the DISTRICT immediately upon notice of such condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the DISTRICT prior to the time that VENDOR performs work or services related to the proposed adjustment in compensation.

It is understood, however, that the amount of work, materials or equipment required to be furnished by the VENDOR shall not, in accordance with the above provisions referring to additions or omissions, be so increased or diminished as substantially to alter the general character or extent of the Agreement.

6. CHANGES BY THE VENDOR:

If the VENDOR, on a account of conditions developing during the performance of the Agreement finds it impracticable to comply strictly with these specifications and applies to the DISTRICT in writing for a modification of the contract requirements, such change may be authorized only in writing by the DISTRICT if not detrimental to the DISTRICT.

7. DISTRICT APPROVAL OF WORK:

The DISTRICT shall have the right, but not the obligation, to direct and supervise VENDOR'S work. DISTRICT shall have the power to reject any material furnished or work performed under the Agreement which does not conform to the terms and conditions set forth in the contract documents.

8. INSPECTION OF WORK/ DEFECTIVE OR DAMAGED WORK:

DISTRICT shall inspect the materials, equipment and work provided by VENDOR within ten (10) working days of delivery and inform VENDOR in writing of any defects or damage in said work or materials. Any material or equipment found to be damaged or defective at the time of delivery shall be repaired, replaced or corrected by the VENDOR hereunder without additional cost to the DISTRICT.

VENDOR shall repair or replace any damaged or defective work, materials or equipment within ten (10) working days of notice by the DISTRICT. If VENDOR fails to comply promptly with any order of the DISTRICT to repair, replace or correct such work, materials or equipment found to be damaged or defective at the time of delivery, then DISTRICT shall, upon written notice to the VENDOR, have the authority to deduct the cost therefrom from any compensation due or to



become due to the VENDOR. Nothing in this section shall limit or restrict the provisions regarding warranty of fitness set forth in this Agreement.

9. WARRANTY:

VENDOR hereby warrants that the goods and/or services covered by this contract will meet the requirements and conditions of the specification documents and shall be fit for the purpose intended and will be of first-class material and workmanship and free from defects. DISTRICT reserves the right to cancel the unfilled portion of any order without liability to VENDOR, for VENDOR'S breach of this warranty. Goods will be received subject to inspection and acceptance at destination by DISTRICT and risk of loss before acceptance shall be on VENDOR. Defective goods rejected by DISTRICT may without prejudice to any legal remedy, be held at VENDOR'S risk and returned to VENDOR at VENDOR'S expense. Defects are not waived by acceptance of goods or by failure to notify VENDOR thereof.

It is understood and agreed that compliance with this warranty and the acceptance of the materials, equipment or supplies to be manufactured or assembled pursuant to these specifications, does not waive any warranty either express or implied in sections 2312 through 2317 of the Commercial Code of the State of California or any liability of the VENDOR and or manufacturer as determined by any applicable decision of a court of the State of California or of the United States.

10. WARRANTY OF TITLE:

VENDOR shall warrant to the DISTRICT, its successors and assigns, that the title to the material, supplies or equipment covered by this CONTRACT, when delivered to the DISTRICT or to its successors or assigns, is free from all liens and encumbrances.

11. DISTRICT'S RIGHTS AND REMEDIES FOR DEFAULT:

The DISTRICT may terminate the Contract at any time by giving the VENDOR thirty (30) days written notice thereof. Notice of termination shall be by certified mail. Upon termination, DISTRICT shall pay to VENDOR its allowable costs incurred to date of termination and those costs deemed necessary by VENDOR to effect termination. In the event that the VENDOR at any time during the entire term of the CONTRACT breaches the requirements or conditions of the CONTRACT, and does not within five (5) working days (or such other period as the DISTRICT may authorize in writing) of receipt of notice thereof from the DISTRICT, cure such breach or violation, the DISTRICT may immediately terminate the Contract and shall pay the VENDOR only its allowable costs to date of the termination.

12. FAILURE TO COMPLETE CONTRACT - EFFECT:

In case of failure on the part of the VENDOR to complete its contract within the specified time or within an authorized extension thereof, the Contract may be terminated and the DISTRICT shall in such event not thereafter pay or allow the VENDOR any further compensation for any labor, materials or equipment furnished by him under such Contract; and the DISTRICT may proceed to complete such CONTRACT either by reletting or otherwise, and the VENDOR and his bondsmen shall be liable to the DISTRICT for all loss or damage which it may suffer on account of the VENDOR'S failure to complete his contract.

13. DAMAGES:

MB Contract Furniture  
La Esceufita Educational Center  
Project Number 07047-3

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the material or equipment, or from any action of the elements prior to the delivery of the work, or of the materials or equipment, or from any act or omission not authorized by these specifications on the part of the VENDOR or any agent or person employed by him shall be sustained by the VENDOR.

14. LIQUIDATED DAMAGES:

It is agreed by the parties to the Agreement that time is of the essence and in event of delay in the completion of the work, or the delivery of the supplies, materials or equipment beyond the date set forth in the contract documents, or beyond authorized extensions thereof, damage will be sustained by the DISTRICT. Accordingly, VENDOR shall be liable for actual damages for each and every calendar day that the time consumed in said completion extends beyond the date herein specified, which sum or sums will be considered as liquidated damages in that the DISTRICT will suffer for reason of said delay or default. If the delay in delivery is caused by strikes, government controls, or other causes beyond the control of the VENDOR, an extension of time without liquidated damages liability shall be granted by the DISTRICT upon a proper showing and finding by the DISTRICT that the extension is justified.

15. EFFECT OF EXTENSIONS OF TIME

Granting, or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release to VENDOR or the surety on VENDOR's faithful performance bond from said guarantee.

16. PERFORMANCE BOND:

As a condition of award of this agreement to VENDOR, DISTRICT may require VENDOR to execute and deliver to DISTRICT a performance bond in the amount of     \$0     with a corporate surety acceptable to the DISTRICT or with two or more sufficient sureties to be approved by the DISTRICT or shall deposit with the DISTRICT a certified check upon some solvent bank for the said amount, for faithful performance of the Contract. No surety on any bond other than lawfully authorized surety companies shall be taken unless he shall be a payer of taxes upon property not exempt from execution or subject to homestead claim, the assessed value of which over and above all encumbrances is equal in amount to his liabilities on all bonds on which he may be surety to the DISTRICT, and each surety shall certify and make an affidavit signed by him that he is assessed upon the latest assessment roll of Alameda County, in his own name, for property in an amount greater than his liabilities on all bonds on which he is surety to the DISTRICT and that the taxes on such property so assessed are not delinquent.

17. INDEMNIFICATION:

The VENDOR shall indemnify, keep and hold harmless, the DISTRICT, its directors, officers, employees and/or agents, against all losses, or claims based on any injury or death of any person or damage to or loss of use of any property arising out of or in any way connected with or alleged to be connected with the work and services to be performed under this Agreement by the VENDOR, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the VENDOR or its employees; and the VENDOR shall, at its expense pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against the DISTRICT its directors, officers, employees and/or agents in any such action, the VENDOR shall at his expense satisfy and discharge the same.

MB Contract Furniture  
La Escuelita Educational Center  
Project Number: 07047-3

18. INFRINGEMENT OF PATENTS:

The VENDOR agrees that he will, at his own expense, defend all suits or proceedings instituted against the DISTRICT, and pay any award of damages assessed against the DISTRICT in such suits or proceedings, insofar as the same are based on any claim that the materials, or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent held by any other party, provided the DISTRICT gives to the VENDOR prompt notice in writing of the institution of the suit or proceedings and permits the VENDOR through his counsel to defend the same and gives the VENDOR information, assistance and authority to enable the VENDOR to do so.

19. ASSIGNMENT AND DELEGATION:

The VENDOR shall neither delegate any duties or obligations under this CONTRACT nor assign, transfer, convey, sublet or otherwise dispose of the Contract or his right, title or interest in or to the same, or any part thereof, without prior consent in writing of the DISTRICT.

20. EQUAL EMPLOYMENT OPPORTUNITY:

In connection with the performance of this Agreement, the VENDOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin.

21. ENVIRONMENTAL AND SAFETY HEALTH STANDARDS COMPLIANCE:

VENDOR shall comply with the applicable environmental statues, regulations and guidelines in performing the work under this Contract. The VENDOR shall also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the work under this Contract.

22. HAZARDOUS CHEMICALS AND WASTES:

The VENDOR shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances arising out of the operations of VENDOR or any subcontractors during the course of performance of this Contract. The VENDOR shall immediately report any such release to the DISTRICT Project Manager. The VENDOR shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the DISTRICT, its directors, officers, employees or agents as a result of such release and shall hold harmless, indemnify and defend the DISTRICT its directors, officers, employees or agents from any claims arising from such release. For purposes of this section only, the term "claims" shall include (1) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (2) any claim, cause of action, or administrative or judicial proceeding brought against the DISTRICT, its directors, officers, employees or agents for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including the DISTRICT.

23. INSURANCE

Workers' Compensation.

If VENDOR employs any person to perform work in connection with this Contract, VENDOR shall procure and maintain at all times during the performance of such work, Workers'

Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Prior to commencement of work under this Contract by any such employee, VENDOR shall deliver to DISTRICT a Certificate of Insurance which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to DISTRICT.

Bodily Injury, Death and Property Damage Liability Insurance.

VENDOR shall also procure and maintain at all times during the performance of this Contract, General Liability Insurance (including automobile operation) covering VENDOR and DISTRICT for liability arising out of the operations of VENDOR and any subcontractors. The policy(ies) shall include coverage for all vehicles, licensed or unlicensed, on or off DISTRICT'S premises, used by or on behalf of VENDOR in the performance of work under this Contract. The policy(ies) shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with VENDOR'S activities, the DISTRICT, and its directors, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering DISTRICT.

Inclusion of DISTRICT as an additional insured shall not in any way affect its rights as respect to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work hereunder, VENDOR shall deliver to DISTRICT a Certificate of Insurance, which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits shall be given to DISTRICT.

Self-Insurance:

VENDOR'S right to self-insure shall be subject to the approval of the DISTRICT. As a condition to self-insurance, VENDOR shall submit to DISTRICT evidence of sufficient financial reserves for self-insurance.

24. AUDIT AND INSPECTION OF RECORDS:

During the term of this Agreement, VENDOR shall permit representatives of DISTRICT to have access to, examine and make copies, at DISTRICT'S expense, of its books, records and documents relating to this Contract at all reasonable times.

25. DISTRICT REPRESENTATIVE:

Except when approval or other action is required to be given or taken by the Board of Directors of the DISTRICT, the Deputy Superintendent of the DISTRICT, or such person as he or she shall designate, shall represent and act for the DISTRICT.

26. NOTICES:

MB Contract Furniture  
La Escuelita Educational Center  
Project Number: 07047-3



All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT'S Project Manager Michael McNabb and the VENDOR'S Gary Van Husen. All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT:  
OAKLAND UNIFIED SCHOOL DISTRICT  
Facilities Department  
955 High Street  
Oakland, California 94606

ATTENTION: Timothy E. White, Assistant Superintendent, Facilities Planning,  
Buildings & Grounds and Custodial Services

If to the VENDOR:  
MB Contract Furniture  
6210 Goodyear Road  
Benicia, CA 94510

ATTENTION: Jane Mele

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

27. ATTORNEYS' FEES.

If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Contract or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

28. APPLICABLE LAW:

This Contract, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

29. BINDING ON SUCCESSORS.

All of the terms, provisions and conditions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature]  
Title: President, Board of Education

Date: 4/26/12

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature]  
Title: Secretary, Board of Education

Date: 4/26/12

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature]  
Title: Superintendent

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

MB Contract Furniture

By: [Signature]  
Title: [Signature]

Date: 4-18-12

APPROVED AS TO FORM:

By: [Signature]  
Cate Boskoff, Facilities General Counsel

Date: 4-19-12

File ID Number: 12-0736  
Introduction Date: 4-25-12  
Enactment Number: 12-1195  
Enactment Date: 4-25-12  
By: [Signature]

MB Contract Furniture  
La Escalita Educational Center  
Project Number: 07047-3



**CONTRACT FURNITURE**  
Creating Comfortable Workplaces

6210 Goodyear Road  
Benicia, CA 94510  
www.mbcf.com

800-395-9004 toll free  
707-751-5810 main  
707-751-2419 fax

Code	Item	Manufacturer	Model number	Qty	1A			1B			1C			Discount off retail price	Oakland Supplier	Oakland Dollars Spent
					Unit sell	Extended sell	8.75% Sales Tax	Unit sell	Extended sell	8.75% Sales Tax	Unit sell	Extended sell	8.75% Sales Tax			
C-1	Kindergarden Chair	Smith Systems	11846	99	\$ 33.89	\$ 3,355.00	\$ 293.56	\$ 3,648.56				64%				
C-2	1,2 Grade chair	Smith Systems	11847	195	\$ 35.89	\$ 6,998.33	\$ 612.35	\$ 7,610.69				64%				
C-3	3,4 Grade chair	Smith Systems	11848	180	\$ 37.22	\$ 6,700.00	\$ 586.25	\$ 7,286.25				65%				
C-4	5 Grade chair	Smith Systems	11849	89	\$ 38.56	\$ 3,431.44	\$ 300.25	\$ 3,731.70				65%				
C-5	SDC classromm chair	Smith Systems	11847	9	\$ 35.89	\$ 323.00	\$ 28.26	\$ 351.26				64%				
C-5	SDC classromm chair	Smith Systems	11848	10	\$ 37.22	\$ 372.22	\$ 32.57	\$ 404.79				65%				
C-5	SDC classromm chair	Smith Systems	11849	10	\$ 38.56	\$ 385.56	\$ 33.74	\$ 419.29				65%				
C-6	Computer lab chair	Smith Systems	11840	76	\$ 102.28	\$ 7,773.11	\$ 680.15	\$ 8,453.26				61%				
C-7	Teacher chair	Smith Systems	XL035F_P	36	\$ 172.92	\$ 6,225.20	\$ 544.71	\$ 6,769.91				58%				
C-8	Task chair	Smith Systems	XL035F_P_LR	35	\$ 230.42	\$ 8,064.78	\$ 705.67	\$ 8,770.45				58%				
C-9	Adult stacker	Smith Systems	509	50	\$ 46.67	\$ 2,333.33	\$ 204.17	\$ 2,537.50				61%				
C-10	Conference chair	Hon	H2403	22	\$ 181.33	\$ 3,989.33	\$ 349.07	\$ 4,338.40				56%				
C-11	Lounge chair	Hon	HDAC01	4	\$ 543.11	\$ 2,172.44	\$ 190.09	\$ 2,362.53				56%				
C-12	Folding chair	Alera	ALE-FC94LG	672	\$ 15.66	\$ 10,520.53	\$ 920.55	\$ 11,441.08				NA				
C-13	Hanging chair caddy	Safco	4199	8	\$ 292.00	\$ 2,336.00	\$ 204.40	\$ 2,540.40				50%				
C-14	Sofa 2 seat	Hon	HDAL02	1	\$ 797.33	\$ 797.33	\$ 69.77	\$ 867.10				56%				
D-1	Kinder/table desk	Smith Systems	1287	39	\$ 121.33	\$ 4,732.00	\$ 414.05	\$ 5,146.05				56%				
D-1	Kinder/table desk	Smith Systems	17190	78	\$ 23.72	\$ 1,850.33	\$ 161.90	\$ 2,012.24				NA				
D-2	1 - 5 Table desk	Smith Systems	1288	150	\$ 133.00	\$ 19,950.00	\$ 1,745.63	\$ 21,695.63				NA				
D-2	1 - 5 Table desk	Smith Systems	17190	300	\$ 23.72	\$ 7,116.67	\$ 622.71	\$ 7,739.38				NA				
D-3	SDC Table desk	Smith Systems	1288	11	\$ 133.00	\$ 1,463.00	\$ 128.01	\$ 1,591.01				71%				
D-3	SDC Table desk	Smith Systems	17190	22	\$ 23.72	\$ 521.89	\$ 45.67	\$ 567.55				NA				

Code	Item	Manufacturer	Model number	Qty	Unit sell	Extended sell	8.75% Sales Tax	Total Line	Discount off retail price	Oakland Supplier	Oakland Dollars Spent
D-4	Computer table	Smith Systems	24720	34	\$ 243.83	\$ 8,290.33	\$ 725.40	\$ 9,015.74	61%		
D-5	Teachers desk	Smith Systems	26453, 19173, 17342	16	\$ 529.78	\$ 8,476.44	\$ 741.69	\$ 9,218.13	56%		
D-6	Admin desk/return	Woodtech		4	\$ 2,537.22	\$ 10,148.89	\$ 888.03	\$ 11,036.92	44%	Yes	\$ 10,148.89
D-7	Admin systems (1 lot of 20)	Maxon		1	\$ 21,670.24	\$ 21,670.24	\$ 1,896.15	\$ 23,566.39	76%		
T-1	Multi purpose table	Smith Systems	25520	10	\$ 201.44	\$ 2,014.44	\$ 176.26	\$ 2,190.71	61%		
T-2	Conference table	Woodtech		1	\$ 1,775.56	\$ 1,775.56	\$ 155.36	\$ 1,930.92	44%	Yes	\$ 1,775.56
T-3	Conference table	Woodtech		3	\$ 948.89	\$ 2,846.67	\$ 249.08	\$ 3,095.75	44%	Yes	\$ 2,846.67
T-4	End table	Woodtech		4	\$ 576.67	\$ 2,306.67	\$ 201.83	\$ 2,508.50	44%	Yes	\$ 2,306.67
T-5	Kidney table	Smith Systems	25665	13	\$ 323.17	\$ 4,201.17	\$ 367.60	\$ 4,568.77	61%		
T-6	Crescent table	Smith Systems	25650L	6	\$ 236.83	\$ 1,421.00	\$ 124.34	\$ 1,545.34	61%		
T-7	Crescent table	Smith Systems	25650	2	\$ 236.83	\$ 473.67	\$ 41.45	\$ 515.11	61%		
T-8	Trapezoid library table	Smith Systems	25600L	7	\$ 196.78	\$ 1,377.44	\$ 120.53	\$ 1,497.97	61%		
T-9	Trapezoid library table	Smith Systems	25600	7	\$ 196.78	\$ 1,377.44	\$ 120.53	\$ 1,497.97	61%		
T-10	Multi-purpose table	Smith Systems	25570	5	\$ 238.00	\$ 1,190.00	\$ 104.13	\$ 1,294.13	61%		
S-1	Bookshelf	Aurora		139	\$ 84.58	\$ 11,756.24	\$ 1,028.67	\$ 12,784.91	55%		
S-2	Storage Shelving	Aurora		33	\$ 125.26	\$ 4,133.55	\$ 361.69	\$ 4,495.24	55%		
S-3	Storage Shelving	Aurora		4	\$ 133.45	\$ 533.82	\$ 46.71	\$ 580.53	55%		
S-4	Storage Shelving	Aurora		6	\$ 189.85	\$ 1,139.10	\$ 99.67	\$ 1,238.77	55%		
S-5	Storage Shelving	Aurora		21	\$ 185.08	\$ 3,886.72	\$ 340.09	\$ 4,226.81	55%		
S-6	Storage cabinet	Aurora		2	\$ 395.59	\$ 791.18	\$ 69.23	\$ 860.41	55%		
S-7	Storage cubbies	Aurora		5	\$ 191.36	\$ 956.80	\$ 83.72	\$ 1,040.52	55%		
S-8	Storage cabinet	Aurora		1	\$ 222.23	\$ 222.23	\$ 19.44	\$ 241.67	55%		
F-1	Lateral file cabinet	Friant		5	\$ 385.11	\$ 1,925.56	\$ 168.49	\$ 2,094.04	78%	Yes	\$ 1,925.56
F-2	Lateral file cabinet	Friant		32	\$ 278.44	\$ 8,910.22	\$ 779.64	\$ 9,689.87	78%	Yes	\$ 8,910.22
F-3	Mobile pedestal	Friant		4	\$ 153.11	\$ 612.44	\$ 53.59	\$ 666.03	78%	Yes	\$ 612.44
F-4	Mobile pedestal	Friant		1	\$ 153.11	\$ 153.11	\$ 13.40	\$ 166.51	78%	Yes	\$ 153.11
B-1	Twin bed frame	Sealy or Simmons		1	\$ 386.67	\$ 386.67	\$ 33.83	\$ 420.50	NA		



Code	Item	Manufacturer	Model number	Qty	Unit sell	Extended sell	8.75% Sales Tax	Total Line	Discount off retail price	Oakland Supplier	Oakland Dollars Spent
M-1	Shatterproof wall mirror	Woodtech/The Glass Man		2	\$ 283.33	\$ 566.67	\$ 49.58	\$ 616.25	44%	Yes	\$ 566.67
PS-1	Privacy screen	Screenflex	CFSL503	1	\$ 535.00	\$ 535.00	\$ 46.81	\$ 581.81	50%		
R-1	Refrigerator	GE		1	\$ 1,111.10	\$ 1,111.10	\$ 97.22	\$ 1,208.32	NA		
MO-1	Microwave	Sharp		1	\$ 166.66	\$ 166.66	\$ 14.58	\$ 181.24	NA		
BT-1	Library book truck	Smith Systems	21051	2	\$ 197.33	\$ 394.67	\$ 34.53	\$ 429.20	56%		
LC-1	Library reference carrel	Smith Systems	26682	2	\$ 284.00	\$ 568.00	\$ 49.70	\$ 617.70	56%		
TB-1	Tackboard	Claridge	858F	2	\$ 149.33	\$ 298.67	\$ 26.13	\$ 324.80	56%		
RC-1	Recycling container	Rubbermaid	RCP354075BE	30	\$ 41.33	\$ 1,240.00	\$ 108.50	\$ 1,348.50	NA		
TC-1	Trash container	Rubbermaid	RCP354000GY	30	\$ 41.33	\$ 1,240.00	\$ 108.50	\$ 1,348.50	NA		
TC-2	Trash container	Rubbermaid	RCP295600GY	8	\$ 6.78	\$ 54.22	\$ 4.74	\$ 58.97	NA		
					\$ -	\$ -	\$ -	\$ -			
					\$ -	\$ -	\$ -	\$ -			
1D	Freight			1	\$ 14,592.28	\$ 14,592.28	\$ 1,276.82	\$ 15,869.10			
1D	Delivery & Installation			1	\$ 32,629.44	\$ 32,629.44	\$ 2,855.08	\$ 35,484.52		Yes	\$ 32,629.44
1E	Project Management			1	\$ 5,600.00	\$ 5,600.00	\$ -	\$ 5,600.00			
							\$ -	\$ -			
1G	<b>Total</b>			<b>1</b>		<b>\$ 263,385.81</b>	<b>\$ 22,556.26</b>	<b>\$ 285,942.07</b>			<b>\$ 61,875.22</b>
	<b>Oakland Supplier Percentage</b>					<b>\$ 28,246.97</b>					<b>23%</b>
1F	Warehousing per day after 45 days				\$200.00/day						



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2012

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> Arthur J. Gallagher & Co. 3697 Mt. Diablo Blvd., Suite 300 Lafayette, CA 94549		<b>CONTACT NAME:</b> PHDNE (A/C, No, Ext): 925-299-1112      FAX (A/C, No): 925-299-0328 E-MAIL ADDRESS:	
www.ajg.com      0726293		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> M. B. CONTRACT FURNITURE, INC. 6210 GOODYEAR RD. BENICIA, CA 94510 ID #599465		INSURER A : Hartford Casualty Ins. Co.      29424 INSURER B : Commerce West Ins Co      13161 INSURER C : Companion Property and Casualty Insurance Co      12157 INSURER D : INSURER E : INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:** 12879092      **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
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Liability <input type="checkbox"/> No Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		57SBAEV4706	7/15/2011	7/15/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (If a occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CCV0363134	10/24/2011	10/24/2012	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS \$10,000			57SBAEV4706	7/15/2011	7/15/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CPCA14054	10/1/2011	10/1/2012	<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
A							

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: La Escuelita Educational Center Project 07047-3. Those usual and customary to insured's operations. Oakland Unified School District and its directors, officers, employees, and agents are included as Additional Insured as respects General Liability per attached form SS 00 08 04 05.

Written contract required.

<b>CERTIFICATE HOLDER</b> Oakland Unified School District Division of Facilities, Planning & Management 955 High St. 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.
	<b>AUTHORIZED REPRESENTATIVE</b>  Gina Endrina

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

57SBAEV4706  
M. B. CONTRACT FURNITURE, INC.  
6210 GOODYEAR RD.

4/18/2012

## BUSINESS LIABILITY COVERAGE FORM

**QUICK REFERENCE  
BUSINESS LIABILITY COVERAGE FORM  
READ YOUR POLICY CAREFULLY**

<b>BUSINESS LIABILITY COVERAGE FORM</b>	<b>Beginning on Page</b>
<b>A. COVERAGES</b>	<b>1</b>
Business Liability	1
Medical Expenses	2
Coverage Extension - Supplementary Payments	2
<b>B. EXCLUSIONS</b>	<b>3</b>
<b>C. WHO IS AN INSURED</b>	<b>10</b>
<b>D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE</b>	<b>14</b>
<b>E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS</b>	<b>15</b>
1. Bankruptcy	15
2. Duties In The Event Of Occurrence, Offense, Claim Or Suit	15
3. Financial Responsibility Laws	16
4. Legal Action Against Us	16
5. Separation Of Insureds	16
6. Representations	16
7. Other Insurance	16
8. Transfer Of Rights Of Recovery Against Others To Us	17
<b>F. OPTIONAL ADDITIONAL INSURED COVERAGES</b>	<b>18</b>
Additional Insureds	18
<b>G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS</b>	<b>20</b>





## BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

### A. COVERAGES

#### 1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

##### Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

**BUSINESS LIABILITY COVERAGE FORM**

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage", or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

**e. Incidental Medical Malpractice**

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
  - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
  - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

**2. MEDICAL EXPENSES**

**Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;provided that:
  - (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS**

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
  - (1) All expenses we incur.
  - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
  - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - (5) All costs taxed against the insured in the "suit".
  - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

## BUSINESS LIABILITY COVERAGE FORM

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
  - (a) Agrees in writing to:
    - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
    - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (b) Provides us with written authorization to:
    - (i) Obtain records and other information related to the "suit"; and
    - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

## B. EXCLUSIONS

### 1. Applicable To Business Liability Coverage

This insurance does not apply to:

#### a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

#### b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

**BUSINESS LIABILITY COVERAGE FORM**

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or

- (b) Performing duties related to the conduct of the insured's business, or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or



BUSINESS LIABILITY COVERAGE FORM

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible;
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

## BUSINESS LIABILITY COVERAGE FORM

### g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

### h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

### i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
  - (a) Body piercing (not including ear piercing);
  - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
  - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**l. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**BUSINESS LIABILITY COVERAGE FORM**

**o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**p. Personal And Advertising Injury**

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

- (c) Title of any literary or artistic work;
- (8) Arising out of an offense committed by an insured whose business is:
  - (a) Advertising, broadcasting, publishing or telecasting;
  - (b) Designing or determining content of web sites for others; or
  - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
  - (a) An "advertisement" for others on your web site;
  - (b) Placing a link to a web site of others on your web site;
  - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
  - (d) Computer code, software or programming used to enable:
    - (i) Your web site; or
    - (ii) The presentation or functionality of an "advertisement" or other content on your web site;



- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

**q. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

**r. Employment-Related Practices**

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**s. Asbestos**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You - Exception For Damage By Fire, Lightning or Explosion**

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

## BUSINESS LIABILITY COVERAGE FORM

### 2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

**f. Products-Completed Operations Hazard**

Included with the "products-completed operations hazard".

**g. Business Liability Exclusions**

Excluded under Business Liability Coverage.

### C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

**a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

**b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

**c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

**d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

**e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

**(1)** "Bodily injury" or "personal and advertising injury":

**(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

**(b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

**(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

**(d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

**(2)** "Property damage" to property:

**(a)** Owned, occupied or used by,

## BUSINESS LIABILITY COVERAGE FORM

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

### b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

### c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

### d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

### e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

## 3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

## 4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

## 5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

## 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written





## BUSINESS LIABILITY COVERAGE FORM

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

### c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

### d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

### e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

### f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**BUSINESS LIABILITY COVERAGE FORM**

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

**1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

**2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

**3. Each Occurrence Limit**

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

**4. Personal And Advertising Injury Limit**

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

**5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES  
GENERAL CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

**a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense 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 "occurrence" or offense.

**b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

**c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

**d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

**f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

## BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### 6. Representations

#### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

#### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

##### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

##### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

##### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

##### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.



## BUSINESS LIABILITY COVERAGE FORM

### (6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

### (7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

#### (a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

#### (b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### 8. Transfer Of Rights Of Recovery Against Others To Us

#### a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

#### b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.





## BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

### 9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C, is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

### 10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C, is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

## G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products, or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:



## BUSINESS LIABILITY COVERAGE FORM

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in a. above;
  - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:
  - a. Stored as or on;
  - b. Created or used on; or
  - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

### 12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

## BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;



**BUSINESS LIABILITY COVERAGE FORM**

- b. Donates his or her work;
  - c. Acts at the direction of and within the scope of duties determined by you; and
  - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
24. "Your product":
- a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You;
      - (b) Others trading under your name; or
      - (c) A person or organization whose business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2) The providing of or failure to provide warnings or instructions.
25. "Your work":
- a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2) The providing of or failure to provide warnings or instructions.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT - AGGREGATE LIMITS (PER PROJECT)

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

- A. Section D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE is amended as follows:
1. The General Aggregate Limit under Section D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE applies separately to each of your "projects".
  2. The limits shown in the Declarations for Liability and Medical Expenses, Damage To Premises Rented To You and Medical Expenses continue to apply.
  3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.
  4. If the applicable "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" will still be deemed to be the same "project".
  5. The provisions of Section D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.
- B. Additional Definitions
- The following definition is added to Section G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:
1. "Project" means "your work" at location(s) away from premises owned or rented to you.



## PURCHASE AND DELIVERY CONTRACT ROUTING FORM

Project Information			
Project Name	La Escuelita Educational Complex	Site	La Escuelita
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<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		

Contractor Information					
Contractor Name	MB Contract Furniture	Agency's Contact	Jane Mele		
OUSD Vendor ID #	V055975	Title	Project Manager		
Street Address	6210 Goodyear Road	City	Benicia	State	CA
Telephone	925-381-8971	Policy Expires	7-15-2012		
Contractor History	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		
OUSD Project #	07047-3				

Term			
Date Work Will Begin	4-25-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$285,942.07
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	1219901821	6432	\$285,942.07

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.				
1.	Division Head	Charles Love	Phone	510-535-7081
	Capital Program Contract & Accounting Manager		Fax	510-535-7082
	Signature		Date Approved	4-19-12
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	4-19-12
	Associate Superintendent, Facilities Planning and Management			
3.	President, Board of Education			
	Signature		Date Approved	
4.				
	Signature		Date Approved	



## AMENDMENT TO PURCHASE AND INSTALLATION ROUTING FORM

### Project Information

<b>Project Name</b> La Escuelita Educational Center	<b>Site</b> La Escuelita Educational Center
---	---

### 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
-----------------------------	---

### Contractor Information

<b>Contractor Name</b> MB Contract Furniture	<b>Agency's Contact</b> Jane Mele
<b>OUSD Vendor ID #</b> V0559075	<b>Title</b> Project Manager
<b>Street Address</b> 6210 Goodyear Road	<b>City</b> Benicia <b>State</b> CA <b>Zip</b> 94510
<b>Telephone</b> 925-381-8971	<b>Policy Expires</b> 10-1-2013
<b>Contractor History</b> Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Worked as an OUSD employee?</b> <input type="checkbox"/> Yes x <input checked="" type="checkbox"/> No
<b>OUSD Project #</b> 07047-3	

### Term

<b>Date Work Will Begin</b> 4-27-2012	<b>Date Work Will End By</b> 6-30-2013 <small>(not more than 5 years from start date)</small>
---------------------------------------	--

### Compensation

<b>Total Contract Amount</b> \$	<b>Total Contract Not To Exceed</b> \$316,635.43	
<b>Pay Rate Per Hour (If Hourly)</b> \$	<b>If Amendment, Changed Amount</b> \$ 13,340.51	
<b>Other Expenses</b>	<b>Requisition Number</b>	


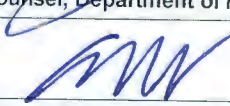
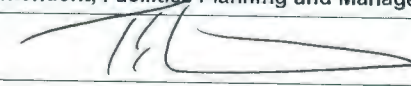
### Budget Information

*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
9099	Measure A	1219003821	6432	\$13,340.51

### 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>	<b>510-535-7082</b>
1.	<b>Capital Program Contract &amp; Accounting Manager</b>			
	<b>Signature</b> 	<b>Date Approved</b>		3-1-12
2.	<b>General Counsel, Department of Facilities Planning and Management</b>			
	<b>Signature</b> 	<b>Date Approved</b>		3-4-12
3.	<b>Associate Superintendent, Facilities Planning and Management</b>			
	<b>Signature</b> 	<b>Date Approved</b>		
	<b>President, Board of Education</b>			
4.	<b>Signature</b>	<b>Date Approved</b>		