

Board Office Use: Legislative File Info.	
File ID Number	11-3011
Committee	Facilities
Introduction Date	12-6-2011
Enactment Number	11-2520
Enactment Date	12-14-11



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date December 14, 2011

Subject Division of Facilities Planning and Management P.O. Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

File ID	Vendor Name	\$	Funding Source	Type	Site	Period	City
11-3006	911 Restoration	\$41,725.89	GO Bond-Measure A	P.O.	Claremont Landscaping	6-28-2011 thru 8-27-2011	Richmond
11-3007	ABC School Equipment	\$355.00	GO Bond-Measure B	P.O.	Jefferson New Building	9-16-2011	Corona
11-3008	Alarcon Bohm	\$7,949.13	Special Reserve Fund	P.O.	Claremont HVAC Replacement	9-27-2011	Oakland
11-3009	Alcal Specialty Contracting, Inc.	\$1,925.00	GO Bond-Measure B	P.O.	Madison Modernization (HVAC)	9-15-2011 thru 12-31-2011	Fremont
11-3010	AON	\$3,500.00	Special Reserve Fund	P.O.	La Escuelita Educational Complex	9-26-2011 thru 10-26-2011	Concord
11-3011	BT Mancini	\$881.00	Go Bond-Measure B	P.O.	Oakland HS Mod	12-1-2011 thru 3-30-2011	Milpitas
11-3012	Campus Security Solutions	\$4,921.08	GO Bond-Measure B	P.O.	Prescott ES Mod	10-21-2011 thru 12-31-2011	Campbell
11-3013	Chussy International	\$370.00	GO Bond-Measure A	P.O.	Division of Facilities, Planning and Management	9-21-2011 thru 9-21-2011	Oakland
11-3014	Energy Systems	\$1,950.00	Country School Facilities	P.O.	Downtown Educational Complex Relocation	9-30-2011 thru 9-30-2012	Stockton
11-3015	Graybar	\$2,958.66	GO Bond-Measure B	P.O.	Frick Wellness Center	9-26-2011 thru 9-30-2011	Dublin
11-3016	Janakes Electric Inc.	\$5,200.00	Special Reserve Fund	P.O.	Claremont HVAC Replacement	8-25-2011 thru 9-1-2011	Redwood City
11-3017	Kam Yan and	\$4,500.00	County School	P.O.	Carter	9-1-2011	Oakland



**OAKLAND UNIFIED
SCHOOL DISTRICT**

	Associates		Facilities Fund		Baseball Scoreboard	thru 6-30- 2012	
11-3018	KW Engineering	\$32,720.00	GO Bond-Measure B	P.O.	Division of Facilities, Planning and Management	12-1-2011 thru 3-30- 2012	Oakland
11-3019	Noodle, Inc.	\$1,819.00	GO Bond-Measure B	P.O.	Oakland HS Health	8-12-2010 thru 8-31- 2011	Oakland
11-3020	North American Fence & Supply, Inc.	\$9,461.00	GO Bond-Measure B	P.O.	Havenscourt Interim Dining	8-30-2011 thru 12-31- 2011	Oakland
11-3021	Polk Communications	\$2,775.00	GO Bond-Measure A	P.O.	Claremont MS Landscaping	8-21-2011 thru 11-30- 2011	Oakland
11-3022	ServeSmart	\$3,275.00	GO Bond-Measure B	P.O.	Oakland HS Mod	10-1-2011 thru 10-31- 2011	El Cajon
11-3024	Sterling Environmental Corp.	\$21,160.00	Special Reserve Fund	P.O.	Claremont HVAC Replacement	7-15-2011 thru 7-22- 2011	Oakland
11-3026	Tot Turf	\$32,000.00	Special Reserve Fund	P.O.	Melrose Play Structure Repair	9-15-2011 thru 12-31- 2011	Oakland
11-3027	Tri-Net & McNamara Services Co.	\$8,412.31	GO Bond-Measure B	P.O.	Elmhurst MS Modernization Auditorium	9-29-2011 thru 12-31- 2011	Los Gatos
11-3028	Tri-Net & McNamara Services Co.	\$3,504.92	GO Bond-Measure B	P.O.	Madison MS Health Center	9-19-2011 thru 12-31- 2011	Los Gatos

Discussion:

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.

Fiscal Impact:

Various

Recommendation:

The Board of Education is requested to approve the Facilities Planning and Management to OUSD school sites.



OAKLAND UNIFIED
SCHOOL DISTRICT

OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning & Management

AGREEMENT REQUEST FORM

DATE SUBMITTED: 10.10.2011 SUBMITTED BY: Rocky Borton

SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)

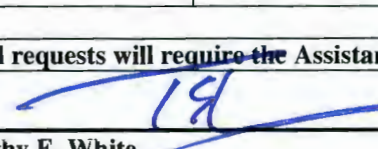
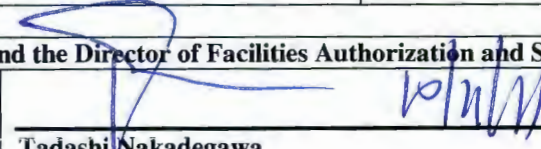
1.) A&E (Architects and Engineers) Contract	<input type="checkbox"/>	5.) "Small"(under \$15,000.00) Construction Contract	<input type="checkbox"/>
2.) IOR (Inspector of Record) Contract	<input type="checkbox"/>	6.) Resolution Awarding Bid & Construction Contract	<input type="checkbox"/>
3.) Agreement for Professional Services-Testing Etc.	<input type="checkbox"/>	7.) Change Order	<input type="checkbox"/>
4.) Amendment to Agreement for Professional Services (Amendment #-)	<input type="checkbox"/>	8.) Purchase Order	<input checked="" type="checkbox"/>

Vendor Number: New Vendor
Fiscal Year: 2011-2012
P.O. Under \$50K: ✓
Date Processed: 11-29-2011
To: MB 11-29-11 To DR: _____

SECTION II LOCAL BUSINESS PARTICIPATION PERCENTAGE

Local Business	Small Local Business	Small Local Resident Business	Total Percentage
			0%

All requests will require the Assistant Superintendent's and the Director of Facilities Authorization and Signature

 Timothy E. White Assistant Superintendent	Date	 Tadashi Nakadegawa Director of Facilities	Date
---	------	--	------

SECTION III. AGREEMENT INFORMATION:

Project Name:	Oakland High Mod/New Bidg	Project No:	05016 3049901812-5670
Vendor Name:	BT Mancini	Vendor Contact:	Nelson Arrais
Vendor Phone Number:	408.942.7900	Vendor Mailing Address:	876 S. Milpitas Blvd., P.O. Box 361930, Milpitas ca. 95036-1930
Agreement Start & Stop Dates:	Start: 12.1.2011 Stop: 3.30.2012	Amounts:	Current Contract Amount: \$0 Not to Exceed Amount: \$ 881.00 Revised Contract Amount:
Has Work Started?	Yes X No If yes give an explanation:	Has Work Been Completed?	Yes X No
Certificate of Insurance Attached	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date provided:	

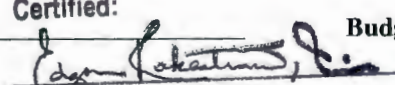
LEGISLATIVE FILE
ID No. 11-3011
Introduction Date 12-6-2011
Enactment No. 11-2520
Enactment Date 12-14-11

For Construction Contracts \$15,000, please provide or attach the following

- | | |
|---|--|
| 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) (Attach Bid Documents) | 6) Performance Bonds Attached _____ |
| 2) Date(s) of Bid Advertisement _____ | 7) Payment Bonds Attached _____ |
| 3) Date of Bid Opening _____ | 8) Number of Phases _____ |
| 4) Name of Architect _____ | |
| 5) Liquidated damages per day _____ | (Sections 6 & 7 to be completed by Contract Administration department) |

Scope of Work: Repairing damaged flooring from custodians flooding floors for waxing.

Discussion Information: The flooring by the admin and restrooms was installed over a year ago, and is out of warranty. Over the summer the floors were cleaned with too much water which caused the floors to bubble. I had the flooring contractor repair the damaged areas, this PO is to pay the cost associated with BT Mancini's repairs.

Funding Source _____ Certified: 
Edgar Rakestraw, Jr., Secretary 12/15/11
Board of Education

RECEIVED
10-24-2011



B.T. Mancini Co., Inc.

876 S. Milpitas Blvd.
P.O. Box 361930
Milpitas, Ca 95036-1930
408-942-7900 / Fax: 408-945-1360
www.btmancini.com

CA Contractors Lic. #229210
NV Contractors Lic. #0010497

9/15/11

TO: Team GKK- McCarthy- Tag

Date:

Attn: Rocky Borton

NAME OF JOB: **Oakland HS Repair**

FAX:

LOCATION: Oakland

PLANS BY:

DATE OF PLANS:

We propose to (furnish , furnish and install , install only) the following for the above project in accordance with the following terms and conditions and those appearing on the reverse side of this sheet.

EWA #7623

- 1. 9 hours regular time @ \$94.00 an hour \$846.00 (includes warehouse time).

BASE BID

\$881.00

(Sales tax & freight are included)

BREAKDOWN:

- 1. Labor: \$846.00
- 2. Materials: \$ 32.33
- 3. Tax: \$ 2.67
- 4. Freight: \$

QUOTATION ACCEPTANCE:

This quotation, unless otherwise noted, will remain in effect for 30 days from the above date. Upon acceptance by the Buyer and credit approval by B.T. Mancini Co., Inc. this instrument shall constitute a binding contract. In the event the Buyer elects to issue his own purchase order or contract based on this quotation, the conditions contained herein shall be deemed to be incorporated in said purchase order or contract. This proposal expressly limits acceptance to the terms of The General Conditions of Sale contained herein. No terms additional or different from the General Conditions will be accepted, including, but not limited to, any terms which establish a "condition precedent" to the Buyer making payment to the Seller other than any "condition precedent" already contained in this proposal.

The undersigned hereby accepts this proposal and states that he has read the General Conditions of Sale on the reverse side.

Accepted _____
(Herein referred to as the "Buyer")

B.T. MANCINI CO., INC.

By _____

By Nelson Arrais

_____ Date _____

_____ Date _____

GENERAL CONDITIONS OF SALE

1. **Definitions** – The word "Seller" as used herein means B.T. Mancini Co., Inc. and the word "Buyer" means the purchaser of material and services hereunder from the Seller.
2. **Safety** – The Seller will take reasonable care to insure that no unsafe conditions are created by the Seller's work, but assumes no liability for injuries for which the Seller would not otherwise be responsible. The Seller agrees to notify the Buyer upon discovery of any hazardous condition which is correctable; however, failure to give such notice shall not create any liability on the Seller's part.
3. **Delay** – If the Seller's work is stopped or delayed due to causes beyond the control of the Buyer and not due to the fault of the Buyer, the Buyer shall not be liable to the Seller for such stoppage or delay, provided that if such stoppage or delay continues for more than thirty (30) days the Seller shall have the option to terminate this contract and the Seller shall be entitled to recover from the Buyer that portion of the work performed by the Seller, including reasonable overhead and profit. In the event the Seller's work is stopped or delayed because of the improper performance, lack of planning, negligence, or other fault of the Buyer and/or contractors under Buyer's control, the Seller shall be entitled to reimbursement of all actual costs incurred, plus 15% overhead and 10% profit and compensation for reasonable field overhead and home office overhead (calculated according to the Eichleay formula) expenses arising out of such stoppage or delay, and in addition may, after such stoppage or delay has continued for more than thirty (30) days, terminate this contract and exercise all rights and remedies existing under the laws of the State of California. Stoppage or delay shall be presumed to be the fault of the Buyer until shown otherwise.
4. **Indemnification** – The Seller agrees to hold harmless the Buyer against claims or obligations arising out of acts or omissions done in whole by the Seller. The Buyer agrees to defend and hold the Seller harmless against any claims and/or obligations arising out of acts or omissions of the Buyer and/or contractors under Buyer's control.
5. **Attorneys' Fees** – In the event suit is brought by either party to this contract to enforce the terms or to collect money damages for breach thereof, the prevailing party shall be entitled to reasonable attorney's fees, expert or consulting fees, court costs, costs of investigation, and other related expenses incurred in connection with such suit.
6. **Prompt Performance** – The Seller shall make reasonable efforts to perform the work promptly in accordance with the terms of this contract, but shall not be liable for delay arising from strikes, lockouts, fire, earthquake, war, governmental acts, Acts of God, or other events beyond the control of the Seller, whether effecting the production, loading, transportation, delivery or installation of material or the performance of labor.
7. **Transportation and Claims** – Claims by the Buyer for shortages or for improper, defective or damaged material must be made in writing specifying in detail the nature and extent of the shortage, defect or damage within five (5) days of delivery, accompanied, in the case of claim for shortage or damage, by the original freight bill with a notation on the face thereof by local agent of the carrier as to the items and quantity short or damaged. Risk of damage shall be on the Buyer when materials are delivered to a common carrier F.O.B. shipping point. Title to material to remain with Seller until payment is made in full by Buyer.
8. **Limitation on Claims** – Any claim by the Buyer whether for breach of contract, property damage, or personal injury based on faulty materials or workmanship must be made in writing within one (1) year of substantial completion of the work, or such claim shall be deemed forever waived.
9. **Protection and Security** – The Buyer shall take reasonable steps to protect material, tools and equipment installed and/or stored at the job site from damage, vandalism and theft, and shall provide, as appropriate, security guards and secure storage areas. Damaged or stolen materials shall be the responsibility of the Buyer.
10. **Assignment** – The Buyer shall not assign his rights under this contract, in whole or in part, without the written consent of the Seller.
11. **Bankruptcy** – In the event the Buyer is adjudicated bankrupt or files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee or receiver over a substantial part of the Buyer's property, the Seller shall have the right to terminate the contract and collect for all work performed hereunder.
12. **Payment** – The Buyer shall pay the Seller according to the following schedule:
 - (a) For materials delivered to the job, the cost of those materials shall be paid by the 10th of the month following delivery.
 - (b) For installation, 90% of the value of the work performed in any month shall be paid by the 10th of the following month.
 - (c) Retention shall be paid within thirty (30) days of the completion and acceptance of the Seller's work. The benefit of any reduction of the retention under the prime contract (for example, from 10% to 5%) will be passed proportionally on to the Seller.
 - (d) Buyer shall not make any payment to Seller in the form of a joint check, or any other type of payment other than payment solely in the name of Seller, unless agreed to by the Seller in writing.Any sums not paid when due shall bear a late charge at the rate of one and one half percent (1½%) per month, annual percent rate 18%, until paid provided that if such rate of late charge is not permitted by law, the highest legal rate shall be charged. In the event payment is not made as provided herein, the Seller shall have the right to withhold further material and labor until payment is made, or to terminate this contract and receive damages, until paid. If payment is not made as provided herein, the Seller may stop work and ultimately terminate the contract upon five (5) days written notice to the Buyer.
13. **Job Conditions** – Unless otherwise stated herein, the working surfaces and job conditions shall be in a satisfactory state ready to receive the application of the Seller's materials upon the Buyer's notice to commence work. Seller is entitled to rely on Buyer's notice to commence work as representation that Buyer has carefully inspected and approved the work performed by others that it is to receive, align, abut or similarly relate to the work of the Seller.
14. **Penalties and Backcharges** – No backcharges, penalties, liquidated damages or other deductions against the price set forth herein may be claimed unless the item involved has been (1) previously authorized and specifically approved in writing by the Seller, and (2) invoiced no later than thirty (30) days after the cost is established, provided that in no event will it be invoiced less than five (5) days before filing of the Notice of Completion. Lack of compliance with the foregoing shall constitute a waiver of the charge. Seller shall have a reasonable opportunity to cure any claimed defect.
15. **Extra Work** – For any changes to the scope of work as provided herein, the Buyer will provide the Seller with appropriate written change order prior to the Seller proceeding. The Seller will be paid for extra work on the basis of actual direct costs, including taxes and insurance, plus 15% overhead and 10% profit unless otherwise provided for. Seller is not obligated to perform any changes to the scope of work until it receives a written change order from the Seller and the price for the extra work and/or any time extension required by the extra work are agreed to by both parties.
16. **Bonds** – Unless specifically included, the cost of any required surety bonds shall be paid for by the Buyer.
17. **Escalation** – The Seller's price is based on completion of the Seller's portion of the work by the schedule as indicated in the contract documents or as otherwise described herein. In the event the project is delayed, through no fault of the Seller, the prices for materials and labor shall be adjusted by the actual increases.
18. **Contract and Credit Acceptance** – All contracts are subject to approval and acceptance by authorized managerial employees of the Seller. Acceptance of contracts and shipments and performance of work hereunder, shall at all times be subject to the Seller's credit approval, and the Seller reserves the right to require full or partial payment in advance if, in the Seller's opinion, the financial condition of the Buyer does not justify continued performance on the terms specified.
19. **Material Approval** – Samples furnished by the Seller, when approved by the Buyer or Architect, shall be deemed the correct interpretation of the materials to be furnished.
20. **Inspection and Acceptance** – Upon completion, the Buyer shall promptly inspect the Seller's work and materials. Failure of the Buyer to give approval or reject the Seller's work and materials within ten (10) days after completion, stating in detail, reasons for the rejection, if any, shall constitute complete and final acceptance of Seller's work and materials.
21. **Labor Rates and Working Conditions** – The contract price is based on a normal working day at straight time hourly rates prevailing in the area where the work is to be done. If the Buyer requests overtime work, the price shall be adjusted accordingly to cover the resulting additional costs, including the actual increase in wages, taxes, insurance, overhead at 15% and profit at 10%. The contract price is further based on the Seller's labor working full time continuously without interruption during regular working hours until completion of the work and the Buyer shall pay all actual additional expense incurred by the Seller for idle time, overtime, traveling, and equipment set-up occasioned by interruption within the Buyer's control.
22. **Insurance and Liability for Damage** – The Seller carries comprehensive general liability and workers' compensation insurance and will furnish proof thereof upon request. Loss or damage to materials and work resulting from Acts of God, weather, fire, flood, windstorm, other trades or any other risk not caused by the Seller, shall be the Buyer's responsibility, and the Buyer shall indemnify and hold the Seller harmless from loss by reason thereof.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD, 9821 BUSINESS PARK DRIVE, SACRAMENTO, CALIFORNIA 95827 OR www.cslb.ca.gov.



B.T. Mancini Co., Inc.

Extra Work Authorization

7623

Customer: CB

Date: 9-14-11

Job Name: Oakland H.S.

B. T. Mancini Job No.: 75724

Address: 1023 MacArthur Blv Oakland

Field Order No.: _____

Customer Order No.: _____

DESCRIPTION OF WORK (Specify room numbers, room names, etc.):

Repair linoleum in front of womens restroom 7x4'
and cubbets in corridor, and weld

Date	No. of Men	ST Time	Overtime	Double Time	Total ST Time	Total Overtime	Total Double Time
<u>9-14</u>	<u>1</u>	<u>8</u>					
Total of Hours →					<u>8</u>		

EQUIPMENT

Sander _____ days Sanding Disc _____ each Bead Blaster _____ days
 Grinder _____ days Scarifier _____ days B'B's _____ bags
 Other _____

MATERIAL DESCRIPTION

Feather Finish _____ bag Primer _____ unit. Vitex _____ bag
 Other 1/2 gal WD40, 7x4 linoleum 20' weld

B. T. Mancini Foreman _____

The above described field change is hereby authorized and agreed to. The undersigned has full authority to request the change and commit the company to payment for same, or to accept credit for the same, as set forth above.

Payment for work authorized by: _____

White Copy → Customer

Yellow Copy → Office

Pink Copy → Foreman

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2011

PRODUCER LIC #0B29370 1-415-356-3989
Edgewood Partners Insurance Center (EPIC)
135 Main Street, 21st Floor
San Francisco, CA 94105

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

INSURED
B.T. Mancini Co., Inc.
876 South Milpitas Boulevard
P.O. Box 361930
Milpitas, CA 95036-1930

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ARCH INS CO	11150
INSURER B: ALLIED WORLD ASSUR CO US INC	19489
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	71PKG2375602	03/01/11	03/01/12	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	71PKG2375602	03/01/11	03/01/12	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	0305-3485	03/01/11	03/01/12	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	71WCI2375502	03/01/11	03/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Oakland High School, Oakland, CA
 Oakland High School District, their officers, agents, directors and employees are named as additional insured as respects General Liability on a primary and non-contributory basis, per the attached endorsements.
 General Liability and Workers' Compensation waiver of subrogation applies in favor of the above referenced additional insured(s), per the attached endorsements.

CERTIFICATE HOLDER

Oakland High School District
and their officers, agents, directors and employees
955 High Street
Oakland, CA 94601
USA

CANCELLATION 10 DAYS NOC FOR NON-PAYMENT OF PREMIUM

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL NOT BE AN OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER OR ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
Pam Paridy

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: 71PKG2375602

COMMERCIAL GENERAL LIABILITY
CG 24 04 11 85

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Oakland High School District
and their officers, agents, directors and employees
955 High Street

Oakland, CA 94601

USA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

Oakland High School, Oakland, CA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Oakland High School District
and their officers, agents, directors and employees
955 High Street

Oakland, CA 94601

USA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on 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.

Re: Oakland High School, Oakland, CA

Oakland High School District, their officers, agents, directors and employees are named as additional insured as respects General Liability on a primary and non-contributory basis, per the attached endorsements.

General Liability and Workers' Compensation waiver of subrogation applies in favor of the above referenced additional insured(s), per the attached endorsements.

PRIMARY INSURANCE: IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES
OR CONTRACTORS – COMPLETED
OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Oakland High School District and their officers, agents, directors and employees 955 High Street Oakland, CA 94601 USA
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as Applicable to this endorsement)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Re: Oakland High School, Oakland, CA
Oakland High School District, their officers, agents, directors and employees are named as additional insured as respects General Liability on a primary and non-contributory basis, per the attached endorsements.
General Liability and Workers' Compensation waiver of subrogation applies in favor of the above referenced additional insured(s), per the attached endorsements.

PRIMARY INSURANCE: IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 03/01/11 forms a part of Policy No. 71WCI2375502

Issued to: B.T. Mancini Co., Inc.

By: ARCH INS CO

Premium: INCL

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Oakland High School District
and their officers, agents, directors and employees

955 High Street

Oakland, CA 94601

Job Description

Oakland High School, Oakland, CA

WC 04 03 06
(Ed. 4-84)

Countersigned by Pam Paridy
Authorized Representative