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Enactment Date	4/22/15 <i>o/a</i>



Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
 By: Mia Settles-Tidwell, Chief Operations Officer
LJS Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date April 8, 2015

Subject Independent Consultant Agreement for Repair Services - Star Elevator - Division of Facilities, Planning and Management Project

Action Requested Approval by the Board of Education of a Independent Consultant Agreement for Repair Services with Star Elevator for Engineering of Elevator on behalf of the District at the Foster Center Commissary Project, in an amount not-to exceed \$20,023.00. The term of this Agreement shall commence on April 8, 2015 and shall conclude no later than April 8, 2016.

Background The scope of the project is to provide labor and material to upgrade the following car and hallway fixtures on the passenger elevator located at the Cole School Site, 1011 Union Street, Oakland, CA.

Local Business Participation Percentage 0.00% (Specialty Service)

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

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 Independent Consultant Agreement for Repair Services with Star Elevator for Engineering of Elevator on behalf of the District at the Foster Center Commissary Project, in an amount not-to exceed \$20,023.00. The term of this Agreement shall commence on April 8, 2015 and shall conclude no later than April 8, 2016.

Fiscal Impact

Measure J

Attachments

- Independent Consultant Agreement including scope of work
- Certificate of Insurance
- Proposal for Services

INDEPENDENT CONSULTANT AGREEMENT FOR MAINTENANCE SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **15th day of October, 2014** by and between the **Oakland Unified School District** ("District") and **Star Elevator** ("Consultant"), (individually a "Party" or collectively the "Parties").

WHEREAS, The District is authorized by Section 4529.12 of the California Government Code to contract with and employ any persons for the furnishing of architecture, landscape architecture, engineering, environmental services, land surveying, and construction management through a fair, competitive selection process.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of professional engineering services and geotechnical testing services.

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

The scope of the project is to provide labor and material to upgrade the following car and hallway fixtures on the passenger elevator located at the Cole School Site, 1011 Union Street, Oakland, CA:

- 1) **Engineering and have fabricated replacement car fixtures and hall fixtures;**
 - 2) **Take elevator out of service**
 - 3) **Install auxiliary traveling cable.**

- 1.2. The Consultant's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining Project component(s). Consultant shall invoice for each inspection and test separately and for each site separately and District shall compensate Consultant for each site separately on a proportionate basis based on the level and scope of Services completed for each site.

2. **Term.** Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be for the following:

The contract will commence on April 8, 2015 and conclude no later than April 8, 2016.

The duration of the services provided under this Agreement

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Debarment Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification

- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Bonds (as required or requested by District)

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Twenty thousand, twenty-three dollars and no cents (\$20,023.00)**. District shall pay Consultant according to the following terms and conditions:

- 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- 4.2. Consultant shall prepare a separate invoice for each site, if Consultant performs Services at more than one site. The itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except apply as set forth in Exhibits A and B.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Consultant's Work, District being interested only in the results obtained.

7. **Local, Small Local And Small Local Resident Business Enterprise Program (L/SL/SLRBE).** Consultant shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

In light of the fifty percent (50%) L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.

8. **Designated Representatives / Labor Compliance Program.** Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program. If Consultant employs subcontractor(s), Consultant shall ensure that its contract(s) with its subcontractor(s) include language notifying the subcontractor(s) of the District's Labor Compliance Program, if any.

9. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, exceptions apply as set forth in Exhibits A and B.

10. NA

11. Performance of Services.

11.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

11.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

11.3. **District Approval.** Work completed pursuant to this Agreement must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

11.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

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

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

14. Audit.

14.1. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's

normal business hours, unless Consultant otherwise consents. For a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering the Agreement.

15. Termination.

- 15.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day the notice was mailed, whichever is sooner.
- 15.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 15.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 15.3.1. material violation of this Agreement by the Consultant; or
 - 15.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 15.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

16. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. ~~including without limitation the payment of all consequential damages.~~

17. Insurance.

17.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

17.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

17.1.2. Workers' Compensation and Employers' Liability Insurance.

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

17.1.3. Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	\$ 1,000,000
Each Occurrence	\$ 2,000,000
General Aggregate	
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

17.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

17.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

17.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation

and reduction notice will be sent, and length of notice period.

17.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

17.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

17.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

18. **Assignment.** The obligations and liabilities of the Consultant pursuant to this Agreement shall not be assigned voluntarily by the Consultant nor assigned by operation of law.

19. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

20. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

21. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement, including without limitation all licenses required to perform professional engineering services and geotechnical testing services.

22. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

23. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

24. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
25. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
26. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
27. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 27.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 27.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
28. **NA**
29. **Disputes.** In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
30. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
31. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to District:

Oakland Unified School District
 955 High Street
 Oakland, CA 94601
 ATTN: Tadashi Nakadegawa
 Telephone: (510) 535-7038
 Facsimile: (510) 535-7082

With a copy to:

If to Contractor:

Star Elevator
 1300 Industrial Road
 San Carlos, CA 94070
 Attention: Paul Onorato
 Telephone: (650) 631-3999

Orbach Huff Suarez & Henderson LLP
1901 Harrison Street, Suite 1630
Oakland, CA 94612
Attention: Catherine G. Boskoff
Telephone: (510) 999-7908
Facsimile: (510) 999-7981

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

32. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

33. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

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

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

36. Authority to Bind Parties. Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

37. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

38. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

39. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

40. Signature Authority. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

41. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

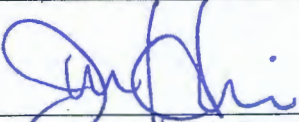
The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

Susie Butler-Berkley 2-25-2015
Susie Butler-Berkley
Contract Analyst

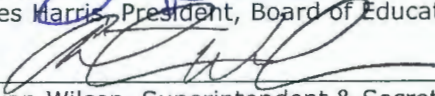
PM

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

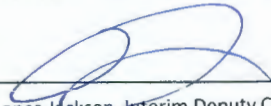
OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education

4/23/15
Date

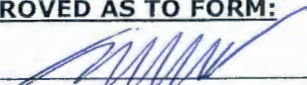

Antwan Wilson, Superintendent & Secretary, Board of Education

4/23/15
Date


Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

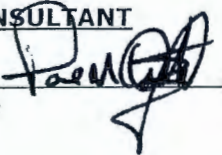
3/9/15
Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel

3.5.15
Date

CONSULTANT


Title *Treasurer*

2/24/2015
Date

Information regarding Consultant:

Consultant: Star Elevator, Inc.

License No.: 432744

Address: 1300 Industrial Road
Suite 4

Telephone: San Carlos CA 94070
(650) 631-3999

Facsimile: (650) 631-3927

E-Mail: ~~Star~~ paul@starelevator.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: California
- Limited Liability Company
- Other: _____

Employer Identification and/or Social Security Number

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

RM

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date:

2/24/2015

Name of Consultant or Company:

Star Elevator, Inc.

Signature:

[Handwritten Signature]

Print Name and Title:

Paul M. Onorato, Treasurer

(In accordance with Article 5 - commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____
District Representative's Name and Title: _____
Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

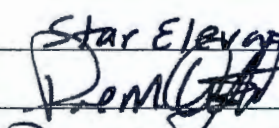
_____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**
Date: _____
District Representative's Name and Title: _____
Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: 2/25/2015

Name of Consultant or Company: Star Elevator, Inc.

Signature: 

Print Name and Title: Paul M. Pnorato, Treasurer

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither Star Elevator, Inc. [Type name of Consultant] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Consultant or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the 24~~th~~ day of February 2015 ~~2014~~ for the purposes of submission of this Agreement.

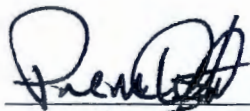
By: 
Signature
Paul M Onorato
Typed or Printed Name
Treasurer
Title

EXHIBIT "A"

Elevator Maintenance

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

The scope of the project is to provide labor and material to upgrade the following car and hallway fixtures on the passenger elevator located at 1011 Union Street, Oakland, CA:

- 1) Engineering and have fabricated replacement car fixtures and hall fixtures;**
- 2) Take elevator out of service**
- 3) Install auxiliary traveling cable.**

The services to be performed and the materials to be furnished shall be in accordance with Consultant's Fixture Upgrade proposal dated November 4, 2014 (4 pages) attached hereto and incorporated herein by reference.



Exhibit "B"
Prices for Services

(See Attached Consultant Proposal)



ELEVATOR CAR AND HALLWAY FIXTURE UPGRADE (Partial ADA upgrade)

November 4, 2014

CUSTOMER

Oakland Unified School District
Facilities Planning & Management
955 High Street
Oakland, CA 94601
Attn: Colland Jang, John Esposito

LOCATION

Cole Elementary School
1011 Union Street
Oakland, CA
Passenger Elevator #60822

Star Elevator will provide the labor and material to upgrade the following car and hallway fixtures on the passenger elevator located at 1011 Union Street, Oakland. This work includes the following:

1. Engineer and have fabricated replacement car fixtures and hall fixtures. **See Note 3 below.**
2. Take elevator out of service.
3. Install auxiliary traveling cable.

A. Car Fixtures – the following car fixtures will be upgraded:

1. **Car Operating Panel (“COP”)** - The existing COP faceplate will be disconnected and removed from the car wall along with the existing COP electrical box from the wall. The wiring to the pushbutton and key switch devices will be identified and “tagged”. The new COP and electrical box will be installed to the car wall and the new push button and keyswitch assemblies will be connected to the existing wiring; install additional wiring as needed. The new COP will have the following features:
 - a. **Pushbuttons**–
 - i. Car Call buttons (designated 1, 2)
 - ii. Alarm pushbutton
 - iii. Emergency Stop push-pull button
 - iv. Door Open pushbutton
 - v. All pushbuttons and keyswitches will have appropriate Braille labeling.
 - b. **Emergency Hands-Free Telephone** – A new ADA compliant, hands-free telephone will be installed in the new COP. The new telephone will be programmed to dial a predetermined telephone number provided by Customer. The telephone voice feature message will be programmed to automatically announce the following when the telephone is activated: *“This is an emergency call from the passenger elevator located at 1011 Union Street in Oakland; please send assistance”*. **See Note 8 below.**
2. **Car Position Indicator** – A new Car Position Indicator will be installed on the side wall. The lamp designating the location (landing) of the elevator car will illuminate as the elevator passes or stops at the landing.
3. **Car Direction Lantern** – A new stainless steel car direction lantern will be installed. When the elevator arrives at a floor the car direction lantern will illuminate an up or down arrow depending on the car’s direction of travel to its next stop.
4. **Handrail** – A new stainless steel handrail will be installed. Stainless steel plugs will be installed to cover the previous handrail mounting holes.

B. Hallway Fixtures (2 landings) – the following hall fixtures will be upgraded:

1. **Hall Pushbutton Stations** - The existing hall station faceplates will be disconnected and removed from the hallway wall along with the existing hall station electrical boxes. The existing wiring will be identified and “tagged”. The new hall stations and electrical boxes will be surface mounted to the hallway walls and the new pushbutton and key switch assemblies connected to the existing wiring; install additional wiring as needed. The new hall stations will have the following features:
 - a. **Pushbuttons and Key Switches** – Will be ADA/Title 24 compliant.
 - b. **Hoistway Access Switches** - Hoistway access key switches will be installed in the top landing and bottom landing hall stations.
2. **Lobby Position Indicator:** A new digital position indicator fixture will be installed at the lobby landing and will identify the floor location of the elevator car.

Other

1. There are insufficient spare wires in the existing traveling cable to provide the necessary signals from the elevator controller to operate the new fixtures. As a result, Star will install an Auxiliary 10-Conductor Traveling Cable (which includes spare wires for future use) from the hoistway junction box to the elevator car.
2. As needed, new circuits will be engineered and installed in the elevator controller to accommodate the new fixtures. **See Note 3 below.**
3. Test the newly installed fixtures for proper operation.
4. When Star's work has been accepted by Customer, Customer will sign an Elevator Equipment Acceptance Form. **See Note 9 below.**
5. Check elevator operations and return to service.

Estimated Cost:

Estimated Labor: Approximately 10.0 man hours (\$233/hr) plus 32.0 crew hours (\$382/hr)= **\$14,554.00**

Material: Approximately \$4,375.00 (plus 25%)= **\$5,469.00**

Total Estimated Cost: \$20,023.00

Notes:

1. **General.** The scope of work above will replace the existing elevator car and hall fixtures which are obsolete and worn out. New fixtures will improve the look, reliability, and serviceability of the elevator. Further, the new fixtures will be compatible with current ADA / Title 24 requirements (with limitations – see below) which will improve the ADA accessibility of the elevator(s).
2. **Sales Tax.** Sales tax, if applicable, will be added to the marked-up price of materials.
3. **ADA Fixture Limitations.** Some of the fixtures provided will not be fully ADA compliant because the existing elevator controller is not sophisticated enough to provide the necessary signals as follows:
 - a. **Car Call Pushbuttons.** Will not illuminate when pushed.
 - b. **Car Direction Lantern.** Will not illuminate the direction of travel until a call has been registered with a car call pushbutton.
 - c. **Hall Station Pushbuttons.** Will not illuminate when pushed.
4. **ADA Limitations.** The elevator will not be fully ADA compliant for the following reasons:
 - a. **Elevator Cab Size.** Is not large enough to satisfy ADA requirements.
5. **Fixture Drawing Submittals.** Customer will be furnished with a set of submittal drawings for review and approval. Lead times are measured from the date of final approval by Customer. In the event that changes are made either in design or materials selection which result in additional costs, such costs plus 20% (for administration and overhead) will be added to the Price above as an extra
6. **Fixture Finishes.**
 - a. The new fixtures provided will be of industry-standard quality [and manufactured by Innovation Industries, Inc.]
 - b. **Car Fixtures:** The new car fixture faceplates will be stainless steel with a #4 brushed finish; they will be from the Innovation "Universal" fixture series.
 - c. **Hallway Fixtures:** The new hallway fixtures will be surface mounted from the Innovation "Universal" fixture series; the faceplates will be stainless steel with a #4 brushed finish.
 - d. **Handrail:** The new handrail will be tubular stainless steel with a #4 brushed finish.
7. **Work by Others (Customer Responsibility).** Any building-related work, including the painting and patching of walls, is Customer's responsibility including such work required as a result of the scope of work above.

BBW



- 8. **Telephone.** It is Customer's responsibility to provide one (1) working, dedicated telephone line which is required for the emergency telephone; the telephone line is to be terminated near the elevator's control box.
- 9. **Elevator Equipment Acceptance Form.** Upon completion of Star's work and if such work is accepted by Customer, Customer will sign the attached Elevator Equipment Acceptance Form.
- 10. **Building Surfaces Protection.** Star will take reasonable industry-standard precautions to protect the surrounding walls and floors of the building; however, Customer is responsible for informing Star of any unusual wall or floor coverings / materials that will require specialized protective measures. If such measures are required, Star will inform Customer of any resultant increase in Star's cost (labor or materials) which will be added as an extra to the Base Price above.
- 11. **Lead Time.** Lead time on materials is approximately ten to twelve weeks (10-12) weeks following authorization to proceed by Customer.
- 12. **Schedule.** Work will be scheduled as repair crews become available and materials are received. Unless otherwise agreed to, Star's normal repair hours are 6:00 AM to 2:30 PM, Monday through Friday (holidays excepted).
- 13. **Codes and Ordinances.** All designs, clearances, construction, workmanship and materials provided will be in accordance with California Elevator Safety Orders as well as local codes and ordinances in force as of the above proposal date.
- 14. **Disposal.** Any materials or parts removed by Star and not reused will be properly disposed of by Star.
- 15. **Field Work.** Once field work has begun the elevator will be out of service for approximately six (6) working days.
- 16. **State Inspection.** The State of California, DOSH Elevator Unit, may require this work to be inspected. In the event such inspection of the elevator is required, Star will submit a separate proposal for the labor and fees associated with coordinating the scheduling of the inspection with the State and then assisting with the inspection.

THE TERMS AND CONDITIONS PRINTED ON THE BACK HEREOF FORM AN INTEGRAL PART OF THIS AGREEMENT AND ALL OF SUCH TERMS AND CONDITIONS ARE PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN BY REFERENCE.

This Agreement is not valid until accepted by an officer of **Star Elevator, Inc.** (hereinafter "Star").

Accepted for **Customer**

By _____

Title _____ Date _____

Submitted for **Star Elevator, Inc.**

By  _____

Accepted for **Star Elevator, Inc.**

By _____

Title _____ Date _____

AMW

ELEVATOR EQUIPMENT ACCEPTANCE FORM

As of _____ Star Elevator, Inc. ("Star Elevator") has *substantially completed* the installation of
(date)
the new elevator equipment specified as follows: upgrading car and hallway fixtures
(description of work)
for Elevator State No. 60822 located at the following address:
(elevator description)
1011 Union Street, Oakland and per the terms of
(building address)
the Elevator Fixture Upgrade Proposal contract dated: _____
(agreement title) (agreement date)

Acceptance for Use

We have examined the elevator equipment so installed and assert that it appears to be satisfactory and in accordance with contract referenced above. We hereby accept the elevator under the terms and guarantees of the contract and *take full responsibility for its operation and use*. It is expressly understood that this acceptance does not relieve Star Elevator of its warranty obligations under the aforementioned contract nor of its responsibility to complete any unfinished work including the completion of outstanding punchlist items.

Warranty Commencement

With our acceptance of the elevator for use we acknowledge that the commencement date for all of Star Elevator's warranty and guarantee obligations under the contract and for the specified elevator shall be the above referenced date of this Acceptance Form.

Scratch Free Acceptance (check this box if the elevator equipment includes cab interior and/or hallway fixture components.) **If box is checked, the following paragraph is hereby incorporated into this Acceptance.**

We have inspected the following (check all that apply):

- Car fixtures
- Hallway fixtures

for material damage (scratches, dents, tears, etc.) and accept them as "scratch free" and free of any such damage except as specifically indicated and described below:

1. _____
2. _____
3. _____

Customer Name: _____

Signed: _____

Title: _____

Date: _____

Other

1. There are insufficient spare wires in the existing traveling cable to provide the necessary signals from the elevator controller to operate the new fixtures. As a result, Star will install an Auxiliary 10-Conductor Traveling Cable (which includes spare wires for future use) from the hoistway junction box to the elevator car.
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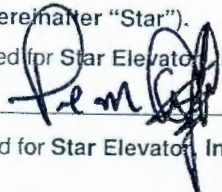


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This Agreement is not valid until accepted by an officer of **Star Elevator, Inc.** (hereinafter "Star").

Accepted for Customer
 By _____
 Title _____ Date _____

Submitted for Star Elevator, Inc.
 By 
 Accepted for Star Elevator, Inc.
 By _____
 Title _____ Date _____

ELEVATOR EQUIPMENT ACCEPTANCE FORM

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(date)
the new elevator equipment specified as follows: upgrading car and hallway fixtures
(description of work)
for Elevator State No. 60822 located at the following address:
(elevator description)
1011 Union Street, Oakland and per the terms of
(building address)
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We have inspected the following (check all that apply):

- Car fixtures
- Hallway fixtures

for material damage (scratches, dents, tears, etc.) and accept them as "scratch free" and free of any such damage except as specifically indicated and described below:

1. _____
2. _____
3. _____

Customer Name: _____

Signed: _____

Title: _____

Date: _____

GENERAL TERMS AND CONDITIONS

AUTHORITY: If the **Customer** is a corporation, a limited liability company or a partnership, the individual who signs this Agreement on behalf of the **Customer** warrants that the signing individual is a duly authorized agent of the **Customer**. Furthermore, the **Customer** binds the **Customer**, the **Customer's** partners, successors, executors, administrators and assigns to this Agreement in respect to all its terms and conditions.

CONTROL OF EQUIPMENT: It is agreed that when **Star** is not working about or on **Customer's** elevator equipment **Star** does not assume the management or control thereof, and at any time **Star's** employees are working on the equipment, **Star** is asserting possession and control only over the specific component being worked on at any given moment, and possession and control of the remainder of the equipment shall remain with the **Customer**.

TIME OF PERFORMANCE: Unless otherwise agreed it is understood that the work covered under this Agreement shall be performed during regular working hours on regular working days. If overtime is mutually agreed upon and performed, the additional charge, at **Star's** usual billing rates for such work, shall be added as an extra cost to the Agreement price herein.

CUSTOMER'S INDEMNITY OF STAR: The **Customer** shall indemnify, defend and hold **Star** harmless from all loss, cost, expense and liability, including reasonable attorney's fees and court costs incurred by **Star** in connection with or related to **Customer's** elevators, equipment, and premises, except that there shall be no indemnity for claims to the extent that the claim is caused by the negligence or willful misconduct of **Star** and/or its employees.

ACCESS: **Customer** will provide **Star** employees with unrestricted access to the elevator equipment and will provide a safe place for **Star** employees to work.

LIMITATION OF STAR'S LIABILITY: **Star** shall not be liable for any environmental or ecological loss or damage due to leakage, malfunction, or failure of the elevator equipment unless caused solely by the negligence or willful misconduct of **Star** or its employees.

In consideration of the performance by **Star** of the services enumerated herein at the price stated, it is agreed that **Star** shall not be liable for the injury or death of any person or damage or destruction of any property **except** to the extent that such injury, death or damage is caused by the negligence or willful misconduct of **Star** or its employees. In such event, **Star's** liability to the **Customer** is further limited to a sum not to exceed the total amount that was paid to **Star** by the **Customer** under this Agreement.

Star shall not be liable for any loss, damage or failure to perform any work under this Agreement which loss, damage or failure arises from or is related to any delay in **Star's** performance as a result of or due to any cause that is unavoidable or beyond **Star's** reasonable control, including but not limited to delays or nonperformance caused by the acts of government, strikes, lockouts, unavailability of parts, materials, supplies or skilled labor, power outages, fire, exposure, theft, floods, earthquake, riot, civil disturbance, war, malicious mischief, or acts of God.

UNDER NO CIRCUMSTANCES SHALL **STAR** BE LIABLE TO **CUSTOMER** FOR CONSEQUENTIAL, SPECIAL, GENERAL OR PUNITIVE DAMAGES RELATING TO OR RESULTING FROM ANY ALLEGED BREACH OF THIS AGREEMENT BY **STAR** OR NEGLIGENCE BY **STAR**. FURTHERMORE, **STAR'S** LIABILITY TO **CUSTOMER** IN THE EVENT OF THE BREACH OF THIS AGREEMENT BY **STAR** OR NEGLIGENCE BY **STAR** WILL BE LIMITED TO NO MORE THAN THE REPAYMENT AND REFUND TO **CUSTOMER** OF THE AMOUNT PAID TO **STAR** BY **CUSTOMER** UNDER THIS AGREEMENT.

WARRANTY: **STAR** MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN REGARD TO ITS LABOR, EXCEPT IT WARRANTS THAT ALL LABOR PROVIDED WILL BE OF A STANDARD QUALITY FOR THE ELEVATOR INDUSTRY IN THE STATE WHERE THE EQUIPMENT IS LOCATED. **STAR** MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN REGARD TO ANY EQUIPMENT OR PARTS PROVIDED TO **CUSTOMER** OR AS TO THEIR DURABILITY EXCEPT THAT **STAR** WILL REPAIR OR REPLACE DEFECTIVE PARTS WITHIN NINETY (90) DAYS AFTER INSTALLATION AND UPON NOTICE WITHIN THAT TIME OF THE DEFECT. **STAR'S** SOLE LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE RELATING TO ANY FAILED OR DEFECTIVE PARTS WILL BE THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PART IF **STAR** IS NOTIFIED OF THE FAILURE DURING THE WARRANTY PERIOD.

INSURANCE: **Star** shall at all times maintain workers compensation insurance as prescribed by State law and shall maintain liability insurance in an amount of at least \$1,000,000 per occurrence. **Customer** shall at all times maintain adequate comprehensive liability and property damage, including bodily injury, insurance covering the ownership, use, or operation of the equipment described herein. **Customer** agrees to repair or replace **Star's** material, equipment, or work on the premises should damage occur, through no fault of **Star**, by fire, theft, or otherwise.

LATE PAYMENT: In the event **Customer** fails to pay any sum due within thirty (30) days from date of invoice, **Star** may immediately discontinue its work until said sum is paid. Further, **Star** may collect a late payment charge of 1 1/2% per month on all past due amounts from the due date. **Customer** understands that, pursuant to applicable law and in the event of nonpayment for services rendered to **Customer** by **Star** or materials supplied by **Star**, **Star** has the right to place a mechanic's lien against the real property in which the elevator equipment is situated.

TITLE TO PARTS: Any machinery, implements, or apparatus furnished by **Star** hereunder shall remain the personal property of **Star** and **Star** will retain title thereto until final payment is made by **Customer**. Should **Customer** default on the final payment, **Star** shall have the right to retake possession of said personal property irrespective of the manner of attachment to the realty, the acceptance of notes, or sale, mortgage or lease of the premises. Any costs including reasonable attorney fees associated with such repossession shall be paid by the **Customer**.

OLD OR UNUSED PARTS: In the course of its work on **Customer's** equipment and as further consideration for its work, **Star** reserves the right to remove and retain all machinery, implements, apparatus, and materials that have been replaced or, if new, not used.

BREACH: In the event of a breach of this Agreement, including a breach due to nonpayment of sums due, **Star** may, at its option, provided that the **Customer** has not cured the breach within five (5) days of delivery of written notice of the breach and demand to cure, declare this Agreement terminated. In the event of such election to terminate, all unpaid sums for work performed and materials supplied or ordered shall be immediately due and, further, **Star** shall be entitled to recover an additional sum equal to one-half of the outstanding unpaid balance of the Agreement Price which sum, the parties agree, is a reasonable estimate of **Star's** liquidated damages for breach of this Agreement which damages would otherwise be difficult or impossible to accurately determine.

ATTORNEY'S FEES: In the event of litigation arising from any breach of this Agreement or the indemnity provisions hereof, the prevailing party shall be entitled to recover its court costs and reasonable attorney fees incurred.

Customer Initials: _____



[Rev 8/1/2007]



CERTIFICATE OF LIABILITY INSURANCE

STARE-4

OP ID: TLS

DATE (MM/DD/YYYY)

01/27/2015

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).

PRODUCER RBN & Associates, Inc. 303 East Wacker Dr Suite 1130 Chicago, IL 60601 Bruce Scodro	CONTACT NAME: Tephane Sullivan PHONE (A/C, No, Ext): 312-856-9400 E-MAIL ADDRESS: tsullivan@Rbn500.com		FAX (A/C, No): 312-856-9425
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Star Elevator, Inc. 1300 Industrial Road, Suite 4 San Carlos, CA 94070	INSURER A: Axis Surplus Insurance Co.		26620
	INSURER B: Hartford Fire Insurance Co.		19682
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		13UENOJ6011	02/01/2015	02/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		EAU785437/01/2015	02/01/2015	02/01/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

 2015 FEB - 9 P 2:49
 FACILITIES PLANNING AND MANAGEMENT

CERTIFICATE HOLDER

CANCELLATION

OAKLAND OAKLAND UNIFIED SCHOOL DIST. DEPT. OF FACILITIES PLANNING & MANAGEMENT ATTN: J. ESPOSTIO 955 HIGH STREET OAKLAND, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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INDEPENDENT CONSULTANT AGREEMENT FOR REPAIR SERVICES ROUTING FORM

Project Information

Project Name	Foster Central Commissary (PEC Move)	Site	184
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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
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Contractor Information

Contractor Name	Star Elevator	Agency's Contact	Paul Onorato		
OUSD Vendor ID #	I004017	Title	Project Manager		
Street Address	1300 Industrial Road	City	San Carlos	State	CA
Telephone	650-631-3999	Policy Expires	2-1-2016		
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 #	13133				

Term

Date Work Will Begin	4-8-2015	Date Work Will End By <small>(not more than 5 years from start date)</small>	4-8-2016
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$20,023.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1849905890	6274	\$20,023.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature			Date Approved	2/4/15
2.	General Counsel, Department of Facilities Planning and Management				
	Signature			Date Approved	3-4-15
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature			Date Approved	3/9/15
4.	Chief Operations Officer, Board of Education				
	Signature			Date Approved	3/17/15
5.	President, Board of Education				
	Signature			Date Approved	