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OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer *VH*
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date June 24, 2015

Subject Independent Contractor Agreement for Professional Services- Waste Management of Alameda - District-wide Project

Action Requested Approval by the Board of Education of an Independent Contractor Agreement for Professional Services with Waste Management of Alameda for Solid Waste Handling and Recycling Services on behalf of the District at the District-wide Project, in an amount not-to exceed \$9,000,000.00. The term of this Agreement shall commence on July 1, 2015 and shall conclude no later than June 30, 2020.

Background The District's Board has determined that the public health, safety, and well-being require the District to contract with Contractor to provide the District with solid waste handling and recycling services under the terms and conditions indicated in the Agreement.

Discussion The contractor shall furnish to the District solid waste handling services, recycling services, preparation and implementation of comprehensive Solid Waste Management Program, and Annual Career Day.

Recommendation Approval by the Board of Education of an Independent Contractor Agreement for Professional Services with Waste Management of Alameda for Solid Waste Handling and Recycling Services on behalf of the District at the District-wide Project, in an amount not-to exceed \$9,000,000.00. The term of this Agreement shall commence on July 1, 2015 and shall conclude no later than June 30, 2020.

Fiscal Impact

Attachments

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

**OAKLAND UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
SOLID WASTE HANDLING AND RECYCLING SERVICES**

This Independent Contractor Agreement for Special Services ("Agreement") is made as of the 1st day of July in the year 2015, between the **Oakland Unified School District** ("District") and Waste Management of Alameda County, Inc., ("Contractor") (referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, the District authorizes by section 40050 et seq., of the California Public Resources Code, including section 40059(a)(2), to procure, with or without public bidding, solid waste handling and recycling services; and

WHEREAS, the District's Board has determined that the public health, safety, and well-being require the District to contract with the Contractor to provide the District with solid waste handling and recycling services under the terms and conditions indicated in this Agreement; and

WHEREAS, District desires to obtain solid waste handling and recycling services for all District sites; and

WHEREAS, the Contractor warrants that it is licensed, certified, experienced, competent and legally authorized to perform the services required by the District.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall furnish to the District solid waste handling services, recycling services, preparation and implementation of comprehensive Solid Waste Management Program, and Annual Career Day, as further defined in this Agreement and attached Exhibits and Appendices, attached hereto and incorporated herein by this reference ("Services" or "Work");
2. **Term.** Contractor shall commence providing services under this Agreement on July 1, 2015, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on June 30, 2020. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

Signed Agreement	_____	Workers' Compensation
Certificate Insurance Certificates & Endorsements	_____	W-9 Form
<u>N/A</u> Bonds (as requested by District)	_____	Other: Fingerprinting

4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated for multi-bin collection of organics, recycling, additional bin cleaning and roll off services and other services as more specifically described in **Exhibit "A,"** including as applicable, and up to **a maximum amount not-to-exceed of Nine Million Dollars (\$9,000,000)**. If Contractor or District reasonably anticipate that such amount is likely to change during the term of this Agreement due to increased or decreased services requested by the District or price increases permitted by this Agreement, the parties agree to negotiate adjustments to this Agreement to adjust the \$9.0 million cap. District shall pay Contractor only for all undisputed amounts in installment payments within thirty (30) days

after the Contractor 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.

- 4.1. Administrative Fee. In further consideration for the rights granted to Contractor herein and to offset costs District incurs in managing this Agreement, Contractor agrees to pay District an annual Sustainability and Recycling Administration Fee of one-hundred and seventy five thousand dollars (\$175,000) to be paid in five equal annual installments commencing on July 1, 2015 through and including June 30, 2020. This Administrative Fee is subject to the Annual Rate Adjustment Impact on Administrative Fee.
 - 4.2. Recycling Promotion Payment. Contractor will pay District seven thousand dollars (\$7,000.00) per year for use by the District to promote recycling.
 - 4.3. Annual Fee Adjustment. All fees established by this Agreement and charged by Contractor shall be increased annually by 3.48% percent beginning with the first increase effective July 1, 2015 and continuing throughout the term of the Agreement.
 - 4.4. Bi-annual Bin Cleaning Service. Contractor agrees perform five hundred (500) bin cleanings (or replacements, at Contractor's option) during the term of this Agreement, and at no additional cost to District. Custodial Staff will coordinate with Contractor on dates for bin cleaning services needed at any other time or if a specific Site(s) requires additional bin cleaning services. Contractor may charge District for any bin cleaning services beyond the 500 cleaning allotment per the rate memorialized in Exhibit "A".
 - 4.5. Recycling Educational Tools Fund. Contractor will allocate \$7,000 annually to the District during the term of the Agreement, for the purchase of recycling tools to support waste diversion. Example tools include classroom recycle collection containers, lunchtime sorting signage, and finished compost for use in school gardens. Alternate but similar tools can be purchased to match the District's needs over the next five years. Expenditures will be tracked and any unspent dollars will be rolled into the following contract year for a total contribution of \$35,000.
5. **Independent Contractor**. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor 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 Contractor's employees.
 6. **Contractor "Career Day"**. Contractor shall on an annual basis host a "Career Day" at its place of business at which time up to twenty-four (24) District high school students, selected by the District, shall be allowed to observe for educational purposes Contractor's operations including the department of human resources, sales and pricing, finance, operations, maintenance, contract compliance and public affairs and customer service. Contractor shall coordinate with District with respect to designating each annual "Career Day" and all students' activities at Contractor's site are subject to all applicable safety, confidentiality and other workplace rules.
 7. **Standard of Care**. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

8. Termination.

8.1. [Reserved]

8.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

8.3.1. material violation of this Agreement by the Contractor; or

8.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage, and Contractor fails to indemnify the District pursuant to Section 9; or

8.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor'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 ceases, 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 such termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8.4. Upon termination, Contractor shall provide the District with all documents reasonably required for a seamless transition to the District's next contractor (excluding confidential Contractor information).

9. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and reasonable attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, to the extent caused by the negligence or willful misconduct of Contractor, its employees or subcontractors. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

10. Insurance.

10.1. The Contractor 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.

10.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Contractor's performance of any portion of the Services. (Form CG 0001 and CA 0001)

10.1.2. **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 Contractor 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.

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

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

10.2.1. A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice, except for ten (10) days' notice applies to cancellation for non-payment of premium."

10.2.2. 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.

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

10.2.4. All policies shall be written on an occurrence form.

10.3. **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.

11. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
12. **Compliance with Laws.** Contractor 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. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and the District and Contractor shall negotiate in good faith any necessary changes to the scope of the Work, and rate adjustments should the change in scope result in increased Contractor costs. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
13. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
14. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
15. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor 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.
16. **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 Contractor 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. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
17. **Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
18. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor 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 Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

19. District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:

19.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.

19.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

20. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement. The foregoing limitations of liability shall not apply with respect to unauthorized materials (e.g., hazardous waste) placed in receptacles from which Contractor performs collections or the District's gross negligence or violation of applicable law.

21. 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, Contractor shall neither rescind the Agreement nor stop Work.

22. Confidentiality. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

23. 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:

<u>Oakland Unified School District</u> Kechette Walls Office Manager Custodial Services Department 900 High Street Oakland, CA. 94601 Tele: (510) 434-2210 Fax: (510) 437-6303 kechette.walls@ousd.k12.ca.us	<u>Contractor</u> Waste Management of Alameda County, Inc. 172 98 th Avenue Oakland, CA 94603 Attn: _____ Tele: _____ Fax: _____ Email: _____
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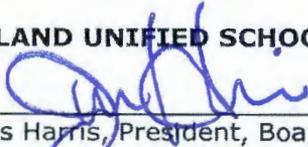
Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

24. [Reserved.]

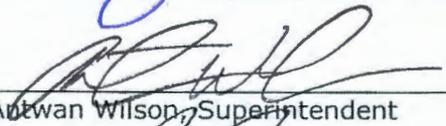
25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT

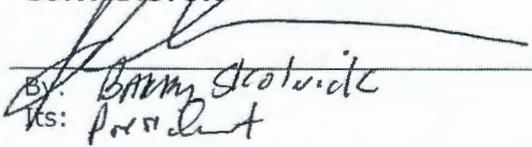


 James Harris, President, Board of Education 6/25/15
Date



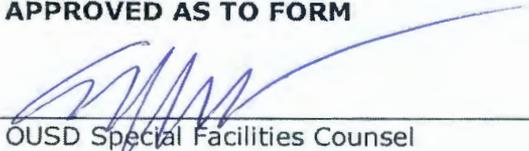
 Artwan Wilson, Superintendent 6/25/15
Date

CONTRACTOR



 By: Barry Stalwick
 As: President 6/9/2015
Date

APPROVED AS TO FORM



 OUSD Special Facilities Counsel 6.10.15
Date

Information regarding Contractor:

Contractor: _____

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ____ Individual
- ____ Sole Proprietorship
- ____ Partnership
- ____ Limited Partnership
- ____ Corporation
- ____ Limited Liability Company
- ____ Other: _____

Employer Identification and/or Social Security Number

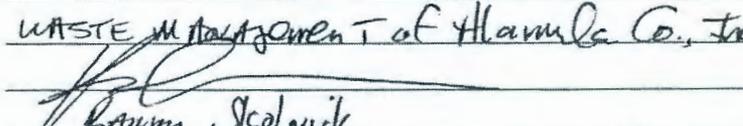
NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to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

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that 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 Contract.

Date: 6/9/2015
Proper Name of Contractor: WASTE MANAGEMENT OF ALAMEDA CO., INC.
Signature: 
Print Name: Barry Stodwick
Title: President

(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 Contract.)

EXHIBIT A
Scope of Services

[INSERT DESCRIPTION OF SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR]

EXHIBIT B

FIXED ANNUAL PRICE ADJUSTMENT EFFECTIVE: July 1 each contract year for 5 years

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Independent Contractor Agreement-Special 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: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

**Appendix B
Solid Waste RFP Response Form**

<i>Monthly Cost for 1 Collection Per Week</i>	<i>Monthly Cost for 2 Collection Per Week</i>	<i>Monthly Cost for 3 Collection Per Week</i>	<i>Monthly Cost for 4 Collection Per Week</i>	<i>Monthly Cost for 5 Collection Per Week</i>	<i>Monthly Cost for 6 Collection Per Week*</i>	<i>Container Size</i>
\$105.26	\$210.52	\$315.78	\$421.04	\$526.30	N/A	1 Yard
\$210.51	\$421.02	\$631.53	\$842.04	\$1,052.55	N/A	2 Yard
\$268.31	\$536.62	\$804.93	\$1,073.24	\$1,341.55	N/A	3 Yard
\$421.03	\$842.08	\$1,263.11	\$1,684.12	\$2,105.18	N/A	4 Yard
\$631.54	\$1,263.10	\$1,894.64	\$2,526.16	\$3,157.70	N/A	6 Yard
\$736.81	\$1,473.61	\$2,210.42	\$2,947.24	\$3,684.05	N/A	7 Yard

Note: The District has Zero sites that currently have Saturday service . If the Proposal does not include Saturday service, please mark "N/A" in each cell of "6 Collections Per Week" pricing column

<i>Monthly Cost For 1 Day a Week Service</i>	<i>Monthly Cost For M, W, F (3 Days Per Week Service)</i>	<i>Cost for On-Call Pickup</i>	<i>Container Size</i>
N/A	N/A	\$585.20	20 Yard
N/A	N/A	\$878.73	30 Yard

Exceptions (if any):

(Attach additional sheets if necessary) .

5/22/2015

**Oakland Public Schools
Appendix B Including Additional Bin Rates**

MSW Rates: Rates Effective 7/1/14						
Service	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
Cart Services						
64 - Gallon	\$52.62	\$105.24	\$157.86	\$210.48	\$263.10	N/A
Additional 64 gal	\$48.94	\$97.87	\$146.81	\$195.75	\$244.68	N/A
96 - Gallon	\$52.62	\$105.24	\$157.86	\$210.48	\$263.10	N/A
Additional 96 gal	\$48.94	\$97.87	\$146.81	\$195.75	\$244.68	N/A
Bin Services						
1 - Yard	\$105.26	\$210.52	\$315.78	\$421.04	\$526.30	N/A
Additional 1 yd	\$97.89	\$195.78	\$293.68	\$391.57	\$489.46	N/A
1.5 - Yard	\$152.58	\$305.16	\$457.74	\$610.32	\$762.90	N/A
Additional 1.5 yd	\$141.90	\$283.80	\$425.70	\$567.60	\$709.50	N/A
2 - Yard	\$210.51	\$421.02	\$631.53	\$842.04	\$1,052.55	N/A
Additional 2 yd	\$195.77	\$391.55	\$587.32	\$783.10	\$978.87	N/A
3 - Yard	\$268.31	\$536.62	\$804.93	\$1,073.24	\$1,341.55	N/A
Additional 3 yd	\$249.53	\$499.06	\$748.58	\$998.11	\$1,247.64	N/A
4 - Yard	\$421.03	\$842.08	\$1,263.11	\$1,684.12	\$2,105.18	N/A
Additional 4 yd	\$391.56	\$783.13	\$1,174.69	\$1,566.23	\$1,957.82	N/A
6 - Yard	\$631.54	\$1,263.10	\$1,894.64	\$2,526.16	\$3,157.70	N/A
Additional 6 yd	\$587.33	\$1,174.68	\$1,762.02	\$2,349.33	\$2,936.66	N/A
7 - Yard	\$736.81	\$1,473.61	\$2,210.42	\$2,947.24	\$3,684.05	N/A
Additional 7 yd	\$685.23	\$1,370.46	\$2,055.69	\$2,740.93	\$3,426.17	N/A

Service	Cost for On- Call Pickp	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
Roll Off Services			
14 - Yard Open Top	\$410.14	\$1,775.91	\$5,327.72
20 - Yard Open Top	\$585.20	\$2,533.92	\$7,601.75
30 - Yard Open Top	\$878.73	\$3,804.90	\$11,414.70
20 - Yard Compactor	\$1,171.35	\$5,071.95	\$15,215.84
Ancillary Services			
Delivery	\$82.45	N/A	N/A
Relocate	\$122.99	N/A	N/A
Flashers	\$41.15	N/A	N/A

Oakland Public Schools
Appendix B Including Additional Bin Rates

RECYCLE Rates: Effective 7/1/14						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
Cart Services						
64 - Gallon	\$22.89	\$45.78	\$68.67	\$91.56	\$114.45	N/A
Additional 64 gal	\$21.29	\$42.58	\$63.86	\$85.15	\$106.44	N/A
96 - Gallon	\$22.89	\$45.78	\$68.67	\$91.56	\$114.45	N/A
Additional 96 gal	\$21.29	\$42.58	\$63.86	\$85.15	\$106.44	N/A
Bin Services						
1 - Yard	\$22.89	\$45.79	\$68.67	\$91.56	\$114.45	N/A
Additional 1 yd	\$21.29	\$42.58	\$63.86	\$85.15	\$106.44	N/A
1.5 - Yard	\$34.36	\$68.72	\$103.08	\$137.44	\$171.80	N/A
Additional 1.5 yd	\$31.95	\$63.91	\$95.86	\$127.82	\$159.77	N/A
2 - Yard	\$45.80	\$91.60	\$137.40	\$183.20	\$229.00	N/A
Additional 2 yd	\$42.59	\$85.19	\$127.78	\$170.38	\$212.97	N/A
3 - Yard	\$68.69	\$137.37	\$206.07	\$274.76	\$343.45	N/A
Additional 3 yd	\$63.88	\$127.75	\$191.65	\$255.53	\$319.41	N/A
4 - Yard	\$91.61	\$183.20	\$274.83	\$366.44	\$457.80	N/A
Additional 4 yd	\$85.20	\$170.38	\$255.59	\$340.79	\$425.75	N/A
6 - Yard	\$137.41	\$274.80	\$412.23	\$549.64	\$687.05	N/A
Additional 6 yd	\$127.78	\$255.58	\$383.37	\$511.17	\$638.96	N/A
7 - Yard	\$160.30	\$320.61	\$480.91	\$641.20	\$801.50	N/A
Additional 7 yd	\$149.08	\$298.17	\$447.25	\$596.32	\$745.40	N/A

Container Capacity	Cost for On- Call Pickp	Monthly Cost for 1 Day a Week Service	Monthly Cost for M, W, F (3 Days Per Week service)
Roll Off Services			
20 YD ROLLOFF RECYCLE	\$291.79	\$1,263.45	\$3,790.35
Ancillary Services			
Delivery	\$82.45	N/A	N/A
Relocate	\$122.99	N/A	N/A
Flashers	\$41.15	N/A	N/A

Oakland Public Schools
Appendix B Including Additional Bin Rates

ORGANICS Rates: Effective 7/1/14						
Container Capacity	Monthly Cost for 1 Collection per Week	Monthly Cost for 2 Collections per Week	Monthly Cost for 3 Collections per Week	Monthly Cost for 4 Collections per Week	Monthly Cost for 5 Collections per Week	Monthly Cost for 6 Collections per Week
Cart Services						
64 - Gallon	\$19.16	\$38.32	\$57.48	\$76.64	\$95.80	N/A
Additional 64 gal	\$17.82	\$35.64	\$53.46	\$71.28	\$89.09	N/A
96 - Gallon	\$30.63	\$61.26	\$91.89	\$122.52	\$153.15	N/A
Additional 96 gal	\$28.49	\$56.97	\$85.46	\$113.94	\$142.43	N/A
Bin Services						
1 - Yard	\$61.24	\$122.48	\$183.72	\$244.96	\$306.20	N/A
Additional 1 yd	\$56.95	\$113.91	\$170.86	\$227.81	\$284.77	N/A
1.5 - Yard	\$91.86	\$183.72	\$275.58	\$367.44	\$459.30	N/A
Additional 1.5 yd	\$85.43	\$170.86	\$256.29	\$341.72	\$427.15	N/A
2 - Yard	\$122.48	\$244.96	\$367.44	\$489.92	\$612.40	N/A
Additional 2 yd	\$113.91	\$227.81	\$341.72	\$455.63	\$569.53	N/A
3 - Yard	\$183.72	\$367.44	\$551.16	\$734.88	\$918.60	N/A
Additional 3 yd	\$170.86	\$341.72	\$512.58	\$683.44	\$854.30	N/A
4 - Yard	\$244.94	\$489.88	\$734.82	\$979.76	\$1,224.70	N/A
Additional 4 yd	\$227.79	\$455.59	\$683.38	\$911.18	\$1,138.97	N/A
6 - Yard	\$367.42	\$734.84	\$1,102.26	\$1,469.68	\$1,837.10	N/A
Additional 6 yd	\$341.70	\$683.40	\$1,025.10	\$1,366.80	\$1,708.50	N/A
7 - Yard	\$428.66	\$857.32	\$1,285.98	\$1,714.64	\$2,143.30	N/A
Additional 7 yd	\$398.65	\$797.31	\$1,195.96	\$1,594.62	\$1,993.27	N/A



CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)
12/10/2014

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	LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
INSURED	1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF ALAMEDA COUNTY 172 98TH AVENUE OAKLAND CA 94603	INSURER A:	ACE American Insurance Company 22667
		INSURER B:	Indemnity Insurance Co of North America 43575
		INSURER C:	ACE Property & Casualty Insurance Co 20699
		INSURER D:	ACE Fire Underwriters Insurance Company 20702
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 3481002 REVISION NUMBER: XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	HDO G27341251	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H08830472	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	Y	Y	XOO G2742305A	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	<input checked="" type="checkbox"/> 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	Y N/A	WLR C4814181A (AOS) WLR C48141821 (CA & MA) SCF C48141833 (WI)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H08830460	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF OAKLAND UNIFIED SCHOOL DISTRICT, THE STATE OF CALIFORNIA AND THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, TRUSTEES, OFFICERS, CONSULTANTS AND VOLUNTEERS (ON ALL POLICIES EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED AS DESCRIBED IN THIS CERTIFICATE OF INSURANCE FOR WORK PERFORMED BY THE NAMED INSURED IS PRIMARY AND NON-CONTRIBUTORY TO ANY SIMILAR COVERAGE MAINTAINED BY THE ADDITIONAL INSURED WHERE AND TO THE EXTENT REQUIRED BY CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

<p>3481002</p> <p>OAKLAND UNIFIED SCHOOL DISTRICT 900 HIGH STREET OAKLAND CA 94601</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>J. Kelly</i></p>
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1/1/2016

DATE (MM/DD/YYYY)
12/10/2014

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PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF ALAMEDA COUNTY 172 98TH AVENUE OAKLAND CA 94603	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: Indemnity Insurance Co of North America	43575
	INSURER C: ACE Property & Casualty Insurance Co	20699
	INSURER D: ACE Fire Underwriters Insurance Company	20702
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 3481002 REVISION NUMBER: XXXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G2742305A	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	<input checked="" type="checkbox"/> 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	N/A	WLR C4814181A (AOS) WLR C48141821 (CA & MA) SCF C48141833 (WI)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA 1108830460	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

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CERTIFICATE HOLDER

CANCELLATION

3481002 OAKLAND UNIFIED SCHOOL DISTRICT 900 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.
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