

Board Office Use: Legislative File Info.	
File ID Number	12-0545
Committee	Facilities
Introduction Date	2-22-2012
Enactment Number	12-0832
Enactment Date	2-22-12 JS



OAKLAND UNIFIED
SCHOOL DISTRICT

expect Success

Memo

To Board of Education

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

Board Meeting Date February 22, 2012

Subject Amendment No. 2, Professional Services Contract- Star Elevator - Calvin Simmons Middle School Modernization Project

Action Requested Amendment No. 2 to Professional Services Contract with Star Elevator for Additional Elevator Repair Services on for the Calvin Simmons Middle School Modernization Project, in an amount not to exceed \$7,843.00 increasing previous contract amount from \$50,952.00 to a not to exceed amount of \$58,795.00 and revising the end date from March 31, 2010 through December 31, 2010 to December 31, 2012.

Background This corrective work was never completed by the installation contractor and will be deducted from the contractors' final payment.

Local Business Participation Percentage 0.00% (Single Source Provider)

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms,

opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

- The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Amendment No. 2 to Professional Services Contract with Star Elevator for Additional Elevator Repair Services on for the Calvin Simmons Middle School Modernization Project, in an amount not to exceed \$7,843.00 increasing previous contract amount from \$50,952.00 to a not to exceed amount of \$58,795.00 and revising the end date from March 31, 2010 through December 31, 2010 to December 31, 2012.

Fiscal Impact

Deferred Maintenance

Attachments

- Professional Services Contract including scope of work

AMENDMENT NO. 2 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Star Elevator. OUSD entered into an Agreement with CONTRACTOR for services on March 31, 2010, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional labor and material to relocate the pump unit, reconfigure the feedline, move valve and isolation coupling to the vertical line, perform hydro load test. Provide labor and materials to replace the lock and hinge on the care access panel. Provide labor to adjust elevator speeds to bring them within required tolerances; add a light fixture at the elevator pit; adjust/repair elevator door linkage.</u></p>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>2 years</u> and the amended expiration date is <u>December 31, 2012</u>.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$7,843.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$_____ to original contract amount</p> <p>and the new contract total is Fifty-eight thousand, seven hundred ninety-five dollars (\$58,795.00)</p>		

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

5. Amendment History:

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	5-26-2010	The amendment is for contract time extension from June 1, 2009 thru December 31, 2010. The elevator repair work could not be completed during the original contract period.	\$0.00

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

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London 2/23/12
 Jody London, President, Board of Education Date

Edgar Rakestraw, Jr. 2/23/12
 Edgar Rakestraw, Jr., Secretary Date
 Board of Education Date

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

CONTRACTOR

Paul M. Onorato 2/8/2012
 Contractor Signature Date

Paul M. Onorato, Treasurer
 Print Name, Title

LEGISLATIVE FILE

File ID Number 12-0545
 Introduction Date 2-22-12
 Enactment Number 12-0832
 Enactment Date 2-22-12

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is made part of this Agreement.

Summary for Board Memo and Board Agenda:

Thus corrective work was never completed by the installing contractor and will be deducted from the contractors final payment.

CONTRACTOR's entire Proposal is **not** made part of this Agreement.

SCOPE OF WORK

Contractor Name: Star Elevator

Billing Rate: Seven thousand, eight hundred and forty-three dollars and no cents (\$7,843.00)

Description of Services to be Provided

Star Elevator will provide a maximum of five (5) hours of services at a rate of (\$209.00) per hour, plus 10 Crew hours (\$343.00) per hour for a total not to exceed **\$4,475.00**.

Materials: Approximately \$400.00 plus 25% = **\$500.00**

Invoice: #158157: \$ 2,867.69

1. Description of Services to be Provided

The scope of the project is to provide additional labor and material to relocate the pump unit, reconfigure the feedline, move valve and isolation coupling to the vertical line, perform hydro load test. Provide labor and materials to replace the lock and hinge on the care access panel. Provide labor to adjust elevator speeds to bring them within required tolerances; add a light fixture at the elevator pit; adjust/repair elevator door linkage.

2. Specific Outcomes:

Elevators, maintenance is for the purpose of ensuring performance in accordance with the applicable code requirements of the District.

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

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

¥ Lock

Newlon, Kevin

From: Newlon, Kevin
Sent: Tuesday, November 08, 2011 4:14 PM
To: 'Irene Lum'; 'adam ma'; Am@Pacific888. Com
Cc: 'john.esposito@ousd.k12.ca.us'; 'Randy Horn'; 'Tadashi Nakadegawa'; 'Cate Boskoff'
Subject: FW: Calvin Simmons Modernization - Outstanding Gym Elevator Punchlist Items
Attachments: Calvin Simmons Punchlist Response 2XX.doc; Calvin Simmons New Gym Hydraulic Elevator V.doc; Star Elevator Invoice - Calvin Simmons Gym Elevator - Punchlist Repairs.pdf

Importance: High

Irene/Adam,

There are still several items that your elevator subcontractor has yet to repair from the Modernization project that you completed at the Calvin Simmons site.

One of these items, Warranty Item #1 was already completed by Star Elevator, as it became an emergency and caused the elevator to be put out of service.

See attached invoice from Star Elevator #158157 dated 10/25/11 in the amount of \$2,867.69. This has not been paid by OUSD yet, and needs to be paid for by Cal Pacific Construction.

In addition, the below quote from Star will resolve the remainder or the punchlist items, amount is \$4,975.00.

Currently the district has retained \$15,000 in the Escrow Account for these punchlist items.

As I mentioned to you it would be best if Cal Pacific Construction contracted with Star Elevator to complete these items and paid the attached invoice for the emergency work that had to be done to get the elevator back in service.

If this is not how Cal Pacific would like to handle this, the district will contract with Star Elevator and deduct \$7,842.69 from the \$15,000 that remains in the escrow account.

Please let us know ASAP how Cal Pacific would like to handle this issue.

Thanks,

Kevin Newlon
McCarthy Building Companies
Oakland Unified School District
(510) 535 - 7077

	<u>Star Elevator</u>
Repairs	\$4,975.00
Emergency Repair	\$2,867.69
<u>Total</u>	<u>\$7,842.69</u>

Calvin Simmons Middle School
2101 35th Avenue
Elevator #150637 (Gym Elevator)

Per the Calvin Simmons Remaining Elevator Deficiency Items dated 10/18/2011 (attached) Star will perform the following work:

Item	

No.	Description	Comments
	Survey elevator.	1.0 Man hour was spent surveying the elevator.
24	a. Replace the lock and hinge.	
	b. Install up access limit switch in the hoistway and adjust.	
	c. N/A	Unable to determine "small barrel" key type.
27	Readjust roller guides.	
44	District responsibility.	
45	District responsibility.	
46	District responsibility.	
48	Will readjust elevator to achieve parameters.	Star has allocated 4.0 hours for its field adjuster to readjust the elevator; if any of the parameters cannot be achieved Star will provide a written explanation.
1(a)	Completed by Star.	
1(b)	Adjust or repair door linkage to correct condition.	
	"By Others" Items	
1	Add light fixture in pit (opposite corner from existing fixture).	

Estimated Cost:

Estimated Labor: Approximately 5.0 Man hours (\$209/hr) plus 10.0 Crew hours (\$343/hr) = **\$4,475.00**

Materials: Approximately \$400.00 plus 25% = **\$500.00**

Total Estimated Cost: \$4,975.00

Paul M. Onorato

Star Elevator, Inc.

1300 Industrial Rd., #4

San Carlos, CA 94070

(650) 631-3999

From: John Esposito [mailto:John.Esposito@consultant.ousd.k12.ca.us]

Sent: Tuesday, November 08, 2011 12:05 PM

To: Newlon, Kevin

Subject: FW: 2101 35th (Calvin Simmons) Elevator #150637 Gym Elevator

John Esposito

Senior Project Manager

Oakland Unified School District

955 High Street

Oakland, CA 94601

(510) 535-7049 (work)

(510) 388-4896 (cell)

(510) 535-7042 (fax)

john.esposito@consultant.ousd.k12.ca.us

From: John Esposito
Sent: Tuesday, November 08, 2011 12:04 PM
To: 'Kevin Newlon'; 'rhorn@gkkworks.com'
Cc: 'paul@starelevator.com'; 'Gerard N Henry'
Subject: FW: 2101 35th (Calvin Simmons) Elevator #150637 Gym Elevator

Kevin / Randy,
 This is the quote from Star Elevator to complete the items on the elevator punchlist that was never completed by the general contractor (elevator subcontractor). Let me know what the next steps are.


John Esposito
 Senior Project Manager
 Oakland Unified School District
 955 High Street
 Oakland, CA 94601
 (510) 535-7049 (work)
 (510) 388-4896 (cell)
 (510) 535-7042 (fax)
 john.esposito@consultant.ousd.k12.ca.us

From: Paul Onorato [mailto:paul@starelevator.com]
Sent: Tuesday, November 08, 2011 10:44 AM
To: John Esposito
Cc: j.sommese@starelevator.com
Subject: 2101 35th (Calvin Simmons) Elevator #150637 Gym Elevator

Hi John,

Calvin Simmons Middle School
2101 35th Avenue
Elevator #150637 (Gym Elevator)

Per the Calvin Simmons Remaining Elevator Deficiency Items dated 10/18/2011 (attached) Star will perform the following work:

Item No.	Description	Comments
	Survey elevator.	1.0 Man hour was spent surveying the elevator.
24	a. Replace the lock and hinge.	
	b. Install up access limit switch in the hoistway and adjust.	
	c. N/A	Unable to determine "small barrel" key type.
27	Readjust roller guides. 	
44	District responsibility.	NA
45	District responsibility.	NA
46	District responsibility.	NA
48	Will readjust elevator to achieve parameters. ✓	Star has allocated 4.0 hours for its field adjuster to readjust the elevator; if any of the parameters cannot be achieved Star will provide a written explanation.
1(a)	Completed by Star.	
1(b)	Adjust or repair door linkage to correct condition.	
	"By Others" Items	
1	Add light fixture in pit (opposite corner from existing fixture).	

Estimated Cost:

Estimated Labor: Approximately 5.0 Man hours (\$209/hr) plus 10.0 Crew hours (\$343/hr) = **\$4,475.00**

Materials: Approximately \$400.00 plus 25% = **\$500.00**

Total Estimated Cost: \$4,975.00

Let me know if you would like us to proceed.

Paul M. Onorato

Star Elevator, Inc.

1300 Industrial Rd., #4
San Carlos, CA 94070
(650) 631-3999

From: John Esposito [<mailto:John.Esposito@consultant.ousd.k12.ca.us>]

Sent: Tuesday, October 25, 2011 8:11 AM

To: paul@starelevator.com

Cc: Gerard N Henry; rhorn@gkkworks.com; Kevin Newlon

Subject: FW: Calvin Simmons New Elevator Remaining Deficiencies

Hi Paul,

Here is Jerry's updated punchlist items remaining for the gym elevator for pricing. If you have any question on this latest list please email Jerry directly and copy me. Hopefully, I will be getting your quote this week and I still haven't received the invoice for the repair work in the elevator machine room.

Thanks,

John Esposito
Senior Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601
(510) 535-7049 (work)
(510) 388-4896 (cell)
(510) 535-7042 (fax)
john.esposito@consultant.ousd.k12.ca.us

From: Gerard N Henry [<mailto:g.henry@msn.com>]

Sent: Monday, October 24, 2011 3:53 PM

To: John Esposito

Subject: Re: Calvin Simmons New Elevator Remaining Deficiencies

John

Here are the attachments that I thought were attached last week. The attached are the areas that should be quoted and corrected by Star.

Regards

Jerry Henry

Elevator, Escalator and Subway Consultant
(202) 546-2151
(202) 546-2152 Fax
(202) 345-0670 Cell
g.henry@msn.com

Star Elevator, Inc. - Atlas Elevator Company

1300 Industrial Road, Suite 4 San Carlos, CA 94070

(650) 631-3999 (650) 631-3927 FAX

INVOICE

Invoice #
158157

Bill To: Oakland Unified School District
 Department of Facilities
 Planning and Management
 955 High Street
 Oakland, CA 94601

Location: 2101 35th Ave (C. Simmons)
 2101 35th Avenue
 Oakland, CA 94601

Account #: THIR40

Date	Oct 25, 2011	Terms	Net 10 Days	Route	x - Roving (#2)	Job #	68931
Inv #	158157	PO #		Territory	Star Bay Area	Type	Construction

Quantity	Description	Taxable	Measure	Price	Amount
8.00	9/13/11 - Crew labor required to relocate the pump unit, reconfigure feedline, move valve and isolation coupling to the vertical run of pipe, made brackets for feedline and perform hydraulic load test.	No	Hour	\$343.00	\$2,744.00
3.00	Unistrut (Deep Galv 10 Slotted Strut)	Yes	Each	\$20.42	\$61.26
3.00	Clamps (BLN B2208PA-SN 1/2 Pipe Clamp	Yes	Each	\$15.80	\$47.40
4.00	Cement Anchor (DOT W12334 Wedge Anchor)	Yes	Each	\$1.40	\$5.60

2011 OCT 27 A 10:11
 POLITES PLANNING
 & MANAGEMENT

Calvin Simmons Middle School- Labor and material required to re-pipe the hydraulic feedline and move the pump unit for the passenger elevator (State #10637)	Taxable	\$114.26
	Non-Taxable	\$2,744.00
	Sub-Total	\$2,858.26
	Sales Tax	\$9.43
	TOTAL	\$2,867.69



Location # THIR40
 2101 35th Ave (C. Simmons)

Invoice # 158157

Amount \$ 2,867.69

Paid \$

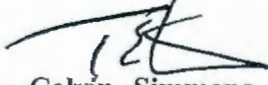
Star Elevator, Inc. - Atlas Elevator Company
 1300 Industrial Road, Suite 4
 San Carlos, CA 94070
 (650) 631-3999

LEGISLATIVE FILE

File ID No. 09-0532
Introduction Date 2/18/09
Enactment No. _____
Enactment Date _____
By _____

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
March 11, 2009

To: Board of Education

From: Roberta Mayor, Ed.D., Interim Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services 

Subject: Agreement for Professional Services - Star Elevator - Calvin Simmons Middle School Project

ACTION REQUESTED

Approval by Board of Education of a Professional Services Agreement with Star Elevator for Elevator Repair Services on behalf of the District for the Calvin Simmons Middle School Modernization Project, in an amount not-to-exceed \$50,952.00. The term of this Agreement shall commence on December 1, 2008 and shall conclude no later than June 1, 2009.

BACKGROUND

Maintenance is necessary to correct the deficiencies that were identified by the District's elevator consultant.

STRATEGIC ALIGNMENT

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes

ER: TEW:SMB

towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

DISCUSSION

The scope of the project is to repair, replace, correct all items listed on the elevator deficiency list dated October 17, 2006, for the elevator located in Building F/G/H as defined in the consultant's proposal attached to the extent that the language of the proposal is subordinate to and not inconsistent with the terms and conditions of the agreement. The scope will also include a full load test.

FISCAL IMPACT

The funding source for this project is General Obligation Bond-Measure B.

RECOMMENDATION

Approval by Board of Education of a Professional Services Agreement with Star Elevator for Elevator Repair Services on behalf of the District for the Calvin Simmons Middle School Modernization Project, in an amount not-to-exceed \$50,952.00. The term of this Agreement shall commence on December 1, 2008 and shall conclude no later than June 1, 2009.

Key code: 2059901810-6274

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

Star Elevator

FOR

Calvin Simmons Middle School Modernization
O.U.S.D. Project Number: 03035

December 11, 2008

OAKLAND UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement between OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94606 (hereafter "District") and STAR ELEVATOR, 1300 Industrial Road, Suite 4, San Carlos, CA 94070 (hereinafter "Consultant").

RECITALS

WHEREAS, this Agreement sets forth the terms and conditions under which the District shall obtain and Consultant will provide professional services pertaining to repair, replace, correct all items for the Calvin Simmons Middle School Modernization Project.

WHEREAS, Consultant was selected by means of the District's consultant selection process, represents itself, as having the requisite qualifications, and desires to provide the professional services required;

Now, THEREFORE, the District and Consultant agree as follows:

1 Definitions

1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

1.1.1 **Agreement:** This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to:

1.1.1.1 Appendix A, Scope of the Work, Scope of Services, Additional Services

1.1.1.2 Appendix B, Compensation, Payment, Reimbursable Expenses

1.1.1.3 Appendix C, Project Schedule, Project Budget, Statement of Confidentiality

1.1.1.4 Appendix D, Consultant's Billing Rates, Direct Costs

1.1.2 **Work:** The entirety of the work, labor, services and materials to be done in providing the District with services described in this Agreement for the work, pursuant to the terms and conditions of this Agreement.

1.1.3 **Project:** This definition includes the total construction of which the Work performed under this Agreement may be whole or part.

2 Term of the Agreement

2.1 The term of this Agreement shall commence on December 1, 2008 and shall conclude no later than June 1, 2009.

3 Services Consultant Agrees to Perform

3.1 Consultant must achieve the Work described in Appendix "A," "Scope of the Work," attached hereto and incorporated by reference as though fully set forth herein. Unless specifically excepted, the Consultant shall complete all services required by this Agreement, as set forth in Appendix A "Scope of Work" and all work of each activity within the times specified.

- 3.2 The Consultant shall keep District informed of its progress performing the Work. If Consultant anticipates exceeding the durations in the Schedule, it shall immediately inform the District in writing. Should the progress of the Work under this Agreement at any time fall behind schedule due to conditions not beyond the control of Consultant, Consultant shall be required to apply such additional resources as necessary to bring progress of the Work under this Agreement back on schedule.

4 Compensation

- 4.1 Upon written approval of each of Consultant's invoices by District's project manager, compensation shall be due Consultant according to the Compensation Schedule established in Appendix "B".
- 4.2 District shall have no obligation to pay Consultant for charges incurred or payments due Consultant for any payment period until District receives from Consultant the deliverables required for that payment period and accepts them as complying with this Agreement. Consultant shall submit invoices in the form and manner required by the District. All amounts paid by District to Consultant shall be subject to audit by District.
- 4.3 Final payment will be made when all Work required under this Agreement has been completed and Consultant has transmitted all deliverables to the District. The final payment will include the final month's payment, plus any retention withheld from previous payments for deficient work corrected in the final submittal, less any amounts which may be determined due District because of Consultant's negligent errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages.

5 Taxes

- 5.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Consultant.

6 Qualified Personnel

- 6.1 Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant agrees that any studies or analysis included in the Work shall be performed or prepared by principals-in-charge or supervised by principals-in-charge, and that principals-in-charge shall be in "responsible charge" of the work. Such principals-in-charge shall sign all applicable documents and other items as required.

7 Standard of Care

- 7.1 Consultant represents that it is qualified to perform the Work and that it possesses the necessary licenses and/or permits required to perform the Work. Consultant represents that it is knowledgeable in preparing the required documents for this type and scope of project.

7.2 The granting of any progress payment by District, or the receipt thereof by Consultant, or any review, approval or oral statement by any representative of District shall in no way waive or limit the representations and obligations in this section or lessen the liability of Consultant to re-perform or replace unsatisfactory Work. Nothing in this section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

8 Indemnification and General Liability

8.1 Consultant shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of Consultant or any person employed or agent engaged by Consultant.

8.2 Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, defend, and hold harmless District, its directors, officers, agents, employees, and representatives from and against any and all demands, claims, loss, liability costs and damages (whether in contract, tort or strict liability) incurred by District, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) incurred by District, or any other person, to the proportionate extent that it is alleged to have arisen out of or arises out of or is in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract. The indemnity and save harmless agreements expressed in this Section 8 shall not apply to the extent that doing so violates the provisions of Section 2782 of the California Civil Code.

8.3 Consultant shall place in its sub-consulting agreements and cause its sub-consultants to agree to indemnities and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.

9 Liability of District

9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. To the furthest extent permitted by law, and 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 or the services performed in connection with this Agreement.

9.2 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless District from and against any and all claims for any

damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above.

10 Independent Contractor: Payment of Taxes and Other Expenses

10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between District and Consultant.

11 Insurance

11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

11.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

11.1.2 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for said self-insurance.

11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from Consultant's or subcontractor's or sub-consultant's operations.

11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

11.1.5 Professional Liability Insurance with limits not less than \$1,000,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:

11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.

11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:

Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, California 94601

11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder.

11.7 District may, at its sole option, terminate this Agreement immediately, without notice to Consultant and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. Consultant shall be responsible for any and all uninsured losses.

11.8 If Consultant is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:

11.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the

participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

12 Suspension of Work

12.1 District may, without cause, order Consultant, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to Consultant of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.

13 Termination of Agreement for Cause

13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement or may fail to complete the Work as required by this Agreement, District may terminate the Consultant contract upon seven days written notice to the Consultant. The District may request from Consultant written assurances of performance and a written plan to correct observed deficiencies in Consultant's performance if written notice of the same is provided by District. Failure to provide written assurances, may, in District's discretion, constitute grounds to declare a default under this Agreement.

13.2 In the event of termination by District for cause

13.1.1 District shall compensate Consultant for the value of the Work delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back-charges, but District shall not compensate Consultant for its costs in terminating the Work or any cancellation charges owed to third parties;

13.1.2 Consultant shall deliver to District possession of the Work in its then condition, including but not limited to, all designs, engineering, Plan and Project records, cost data of all types, drawings and specifications and contracts with vendors and subcontractor or sub-consultants, and all other documentation associated with the work, and all supplies and aids dedicated solely to performing Work which, in the normal course of the Work.

14 Termination of Agreement for Convenience

14.1 District may terminate performance of the Work under the Agreement in accordance with this Paragraph in whole, or from time to time in part, whenever District shall determine that termination is in the best interest of District. Termination shall be effected by delivery to Consultant of notice of termination specifying the extent to which performance of the Work under the Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than seven (7) calendar days from the date the notice of termination is delivered. Consultant shall be compensated for professional services rendered to the effective date of termination for convenience. Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant or subcontractor (or sub-consultants) after receipt of a notice of termination.

15 Proprietary or Confidential Information of District

Consultant understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement, and shall sign the Statement of Confidentiality included herein as part of Appendix C.

16 Notices to the Parties

All notices to be given by the parties hereto shall be in writing and effective when served by depositing same in the United States Post Office, postage prepaid and addressed as follows:

To District: Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, California 94601

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

17 Ownership of Results/Works for Hire

17.1 Any interest of Consultant or its subcontractors or sub-consultants, in plans, studies, reports, memoranda, computational sheets or other documents prepared by Consultant or its subcontractors or sub-consultants in connection with services to be performed under this Agreement shall become the property of District pursuant to California Education Code Section 39159. Consultant may, however, retain one copy for its files.

18 Audit and Inspection of Records

18.1 Consultant shall maintain all calculations, cost analyses or estimates, quantity takeoffs, statements of construction costs, schedules and all correspondence, internal memoranda, papers, writings, and documents of any sort prepared by or furnished to Consultant during the course of performing the Work, for a period of at least five years following final completion and acceptance of the Plan.

19 Subcontracting/District Employees/Assignment

19.1 Consultant has not specified the use of any sub-consultants and subcontractors in the performance of the Work under this Agreement, other than the sub-consultants listed herein:

none.

19.2 Except as provided in Paragraph 19.1, Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is approved by District in a written instrument executed and approved in the same manner as this Agreement. Consultant shall not substitute subcontractors or sub-consultants unless approved by written instrument executed and approved in the same manner as this Agreement.

20 Compliance with Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement. Consultant shall not discriminate in its employment and hiring practices because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in California Government Code Section 12940.

21 Disputes

21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's Project Manager and a principal of the Consultant, who shall make a good faith effort to resolve the matter. Consultant shall continue its Work throughout the course of any and all disputes. Nothing in this Paragraph shall allow Consultant to discontinue work during the course of any dispute and Consultant's failure to continue work during any and all disputes shall be considered a material breach of this Agreement. Consultant also agrees that should Consultant discontinue work due to a dispute or disputes, District may terminate this Agreement.

21.2 As a precondition to litigation, the parties must first participate in non-binding mediation pursuant to the mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified mediators.

22 This Agreement shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.

22.1 Four copies of this Agreement shall be executed. Three copies shall be retained by District and one copy shall be given to the Consultant.

23 Compliance With Laws

23.1 Consultant shall comply with all applicable laws in the performance of the Work, which are in effect at the time the Consultant is performing its Work, regardless of whether such laws are specifically stated in this Agreement. Consultant further agrees that, consistent with the

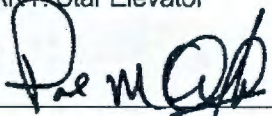
Standard of care set forth herein, the plans, drawings, specifications, designs and any other product of its services will comply with that standard of care in their compliance with the applicable laws and Codes.

24 Entire Agreement; Modifications of Agreement

- 24.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement.
- 24.2 The District may, at any time, by written order, make changes within the scope of the work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Appendix C, or in the time of required performance as forth in Appendix C, or both. In the event that Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the District prior to the time that Consultant performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in written supplement to the Agreement prior to implementation of such changes. Changes in the work made pursuant to this Article and extensions of time necessary by reason thereof shall not in any way release the performance standards required of Consultant pursuant to the terms of this Agreement.
- 24.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and the Consultant.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this Agreement.

CONSULTANT: Star Elevator

By: 

Dated: 1/13/2009

Title: Treasurer


OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Alice Spearman, President, Board of Education

Dated: _____

By: _____
Edgar Rakestraw, Jr., District Secretary

Dated: _____

By: 
Timothy E. White,
Assistant Superintendent, Division of Facilities, Planning &
Management, Buildings and Grounds and Custodial Services

Dated: _____

Approved as to form:

Cate Boskoff, Facilities Counsel

Dated: 1.28.09

Attachments: Appendix A
Appendix B
Appendix C
Appendix D

APPENDIX A

SCOPE OF WORK

The scope of the project is to repair, replace, correct all items listed on the elevator deficiency list dated October 17, 2006, for the elevator located in Building F/G/H as defined in the consultant's proposal attached to the extent that the language of the proposal is subordinate to and not inconsistent with the terms and conditions of the agreement. The scope will also include a full load test.

END OF APPENDIX A

APPENDIX B

COMPENSATION AND PAYMENT:

As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid a not to exceed fee of **fifty thousand, nine hundred fifty-two dollars and no cents (\$50,952.00)** for the Calvin Simmons Middle School Modernization.

Work to be billed monthly on a time and material basis in conformance with the rate schedule on Appendix D.

REIMBURSABLE EXPENSES:

Reimbursable expenses, if any, will be included in the basic compensation amount, and there shall be no additional reimbursable expenses paid as a part of this contract.

END OF APPENDIX B

APPENDIX C

PROJECT SCHEDULE:

The Consultant shall complete the scope of services and deliver to the District all closeout files, reports, evaluations and documents according to the following schedule:

December 1, 2008 to June 1, 2009

PROJECT BUDGET:

The budget established for this scope of work is **NOT TO EXCEED fifty thousand, nine hundred fifty-two dollars and no cents (\$50,952.00)**. The Consultant shall advise the District in writing at any time during the progress of the work if there is any indication that the cost of the project will exceed the above budget.

CONFIDENTIALITY AGREEMENT

This Confidentiality agreement is between Star Elevator (hereinafter referred to as "Consultant"), and the Oakland Unified School District (hereinafter referred to as "District"), in anticipation of consulting services for the Calvin Simmons Middle School Modernization.

Consultant agrees to keep confidential and not disclose to anyone other than the State Administrator, his/her designee, and authorized personnel in the District's Facilities Planning & Management and Legal Departments, information obtained by or provided to Consultant pursuant to consultant's anticipated or actual work. Consultant further agrees to have each employee, independent contractor or sub-consultant retained or hired by Consultant agree to these confidentiality provisions and sign a copy of this Agreement prior to performing any work.

Upon conclusion of any services performed by Consultant, Consultant agrees to return to the Director of Facilities Planning & Management of the District all documents obtained by or provided to consultant, along with any documents created by Consultant as a part of consultant's work.

Consultant and District agree that this agreement is being entered into in advance of any actual work being performed in this agreement does not create any interest expectation in any work to be performed.

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

END OF APPENDIX C

APPENDIX D

CONSULTANT'S BILLING RATES & DIRECT COSTS:

Cost of labor services shall be as follows:

A.	Correct deficiencies per Exhibit "A": Service and maintenance related repairs	- \$23,622.66
B.	Correct deficiencies per Exhibit "A" – Major structural components repairs	- \$18,433.00
C.	Correct deficiencies per Exhibit "A" – Allowance to replace perpendicular platform support channels	- \$8,896.00
TOTAL		\$50,951.66

All rates stated herein will remain in effect through June 1, 2009. Comparable rates, reflecting prevailing industry standards, will be annually renegotiated if the contract period extends past June 1, 2009.

END OF APPENDIX D

APPENDIX D

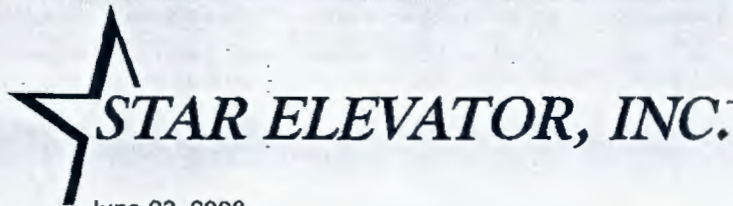
CONSULTANT'S BILLING RATES & DIRECT COSTS:

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TOTAL		\$50,951.66

All rates stated herein will remain in effect through June 1, 2009. Comparable rates, reflecting prevailing industry standards, will be annually renegotiated if the contract period extends past June 1, 2009.

END OF APPENDIX D



June 23, 2008

CUSTOMER

Oakland Unified School District
Department of Facilities
Planning and Management
955 High Street
Oakland, CA 94601
Attention: Marc Doubrava, McCarthy Building Company

LOCATION

Calvin Simmons Middle School
2101 35th Avenue
Oakland, CA
Hydraulic Passenger Elevator (#121254)

Star Elevator will provide the labor and materials to correct the deficiencies listed on the "Elevator Deficiency Listing" dated October 17, 2006 which is attached hereto as Exhibit "A" and incorporated herein by reference.

A. Correct deficiencies per Exhibit "A": Service and maintenance related repairs (See Note 2 below):

1. Items 7 - 19
2. Items 21 - 47
3. Work by Others: Items 4 - 7

Price: \$23,622.66

B. Correct deficiencies per Exhibit "A" - Major structural components repairs (See Note 3 below):

1. Item 1.
2. Items 3 - 6
3. Perform Load Test (See Note 5 below)

Price: \$18,433.00

C. Correct deficiencies per Exhibit "A" - Allowance to replace perpendicular platform support channels (Item 2) See Note 4 below:

1. The following allowances are included to repair or replace any support channels that are discovered to be damaged or are bent or distorted as a result of performing Item 1 repair.
 - a. **Labor Allowance: \$7,896.00** (24.0 crew hours @ \$329.00 per hour)
 - b. **Materials Allowance: \$1,000** (\$800 plus 25% mark-up) for materials and metal shop.
2. The actual labor and materials used will be billed. In the event that it appears that the allowances are inadequate, Customer will be contacted for authorization.

Estimated Price: \$8,896.00

Total Price (including Allowance): \$50,951.66

Notes:

1. **Prices.** The Prices above include applicable Sales Tax and are valid for thirty (30) days.
2. **Service and Maintenance Related Repairs.**
 - a. The items listed are those that will primarily entail repairs or replacements of electrical or mechanical components of the elevator or repairs to minor structural components.
 - b. Item 20 has been excluded since it is unclear where a "car platform support member data plate" can be obtained or what it is in reference to.
 - c. Items 4 - 7 of the work "by Others" must be performed by a State-certified elevator mechanic.
3. **Major Structural Components Related Repairs.**
 - a. The items listed are those that will entail repair, replacement (in some cases re-fabrication), or re-installation of major structural components of the elevator (i.e., elevator cab frame, hoistway rails, hydraulic system feedline and jack assemblies).
 - b. Because the hydraulic feedline must be repositioned (Item 3) a full-load test will need to be performed after the work has been performed.



- 4. **Allowance to Repair or Replace Perpendicular Supports (Item 2).** Until the rear platform support channel has been repaired or replaced (Item 1) the amount of damage to the perpendicular platform support channels cannot be ascertained. Because it is not possible to provide a fixed price for Item 2, it will be performed on a Time & Material basis.
- 5. **Load Test.** Due to the nature of the work being done to the elevator, a full load test must be performed once the work has been completed, but before the elevator can be placed back into service. The purpose of the load test is to assess the integrity of the elevator system by subjecting it to above normal operating stresses and then examining for failures. Should damage occur as a result of the load test to any component not being repaired or replaced by Star Elevator under this contract, any repairs will be the responsibility of the Purchaser unless such damage is the direct result of Star Elevator's negligence in performing such test. In the event that the elevator fails to pass the load test per the requirements of Section 3071(j) of the California State Elevator Safety Orders, the Purchaser and the State will be notified of the results and the reasons, if known, for the failure. Depending on the nature of the failure, the elevator could be shut down until repaired. Any costs associated with remedying the cause of the failure, including the cost to retest the elevator, are the responsibility of the Purchaser, unless such costs are covered under warranty or under an existing maintenance agreement.
- 6. **Lead Time.** Lead time on materials is approximately two (2) weeks following authorization to proceed by Customer.
- 7. **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).
- 8. **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.
- 9. **Disposal.** Any materials or parts removed by Star and not reused will be properly disposed of by Star.
- 10. **Field Work.** Once field work has begun the elevator will be out of service for:
 - a. Approximately ten (10) working days to perform repairs in "A" above.
 - b. Approximately eight (8) working days to perform repairs in "B" above.
 - c. Approximately three (3) working days to perform repairs in "C" above.
- 11. **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 *[Signature]*
 Accepted for Star Elevator, Inc.
 By _____
 Title _____ Date _____

[Rev 8/1/2007]

EXHIBIT "A"

Calvin Simmons 121254
Oakland Unified School District
2,100 lbs at 100 FPM
Elevator Deficiency Listing
17 October 2006

1. Replace the rear platform support channel which is bent and distorted at each end based upon an "off set" spring buffer impact - code violation. (Internacional de elevadores, S.A. de VC.)
X
2. Replace any perpendicular platform support channels that are bent or distorted as a result of 1 above - code violation. X
3. Re-locate pit buffer springs and related hydraulic delivery line so that the spring buffers can be re-located to strike the center of the strike plates at the bottom of the car - code violation. X
4. After structural car sling stringers and channel are replaced re-adjust car top and bottom roller guides to achieve uniform pressure on the main guide rails. Currently excessive side to side platform movement is evident when the car is stationary and during car movement. Currently one roller guide on each side of the top does not rotate during car travel. X
5. Install the two (2) missing crosshead / side style bolts on the left side of the car top looking into the hoistway - code violation. X
6. Verify alignment of both hydraulic pistons with the guide rails and each other and then install new 1/4" supplemental top mounted piston plates drilled and tapped into the top of the existing plates which were erroneously slotted to compensate the misalignment of the jacks with each other and their related guide rails. X
7. Install fascia plates between floors where it was never installed - code violation. X
8. The emergency light in the car does not function - code violation. X
9. The emergency bell in the car does not function - code violation. X
10. Electronic door protection system is wired to the car lighting circuit - code violation. Connect to a separate 120 VAC supply to the door protection circuit. X
11. The device (door restrictive) that prevents the car doors from opening between floors has been cut off with a hacksaw to prevent proper function - code violation. Provide a new functional bracket. X
12. The machine room electrical straight line drawings are for Havenscourt Junior High School and not Calvin Simmons - code violation. Provide the correct drawings for the elevator. The

correct prints are available through Motion Control Engineering (the controller manufacturer).
Job number 1999023556 / Model EMC 1000 PHC / Date 24/2000 / series 3012318 X

13. Provide continuous wires from the pump motor to the controller terminals and not spliced 6" from their terminal studs which is the current condition - code violation. X
14. Repair oil leak on left hand jack unit looking into the hoistway in that the jack stand recess hole in the pit is full of oil. According to the log records oil is continually be added to the reserve oil tank - code violation. X
15. The existing car lighting does not provide 5 ft candles at the car sill with the doors closed - code violation. X
16. The independent switch in the car is wired backwards.
17. Rotate the car top inspection switch 90 degrees to correspond to switch labeling. X
18. No cab base ventilation holes or slots were provided - code violation.
19. No crosshead data plate was provided. X
20. No car platform support member data plate was provided. X
21. Install 2" knock out plug in car top control box - code violation.
22. Replace ground floor push button bulb.
23. Provide dirt rag can in the machine room - code violation.
24. Install a maintenance cabinet in the machine room.
25. Remove stored elevator parts, steel filings and other debris from inside the elevator controller.
26. Disconnect the automatic ground floor return feature to save approximately 50% on the long term energy use.
27. Tighten and align car access panel hinges for proper closing and alignment.
28. Inspection switch and buttons are non functional in the car access panel.
29. Install missing car panel vandal proof screw.
30. Secure chain to car top emergency exit.
31. No key operated emergency exit lock was provided - code violation. X

32. No electrical switch was provided on the car top emergency exit - code violation. X
33. The emergency exit was not locked from the car top - code violation X
34. Secure 1-1/2" greenfield run on the car top which feeds the GAL door operator.
35. The car top duplex plug receptacle is non functional - code violation X
36. Remove 8" x 4" x 4' sheet metal cover that was stored for something on the car top.
37. Adjust car door GAL operation for smooth and consistent performance without pulsation. Currently the doors pulsate severely during door opening. X
38. Adjust car and landing doors for full opening. Currently car and landing doors lack 1-1/4" from being fully opening at all floors.
39. Clean and lubricate all door operator pivot points and lubricate.
40. Tighten door operator chain, clean and lubricate.
41. Clean and lubricate pivot point on car door clutch.
42. Landing door open stop bumpers were not provided.
43. Replaced ground floor hardened landing door clutch rollers and tighten rear roller in that it is so loose that it can be pulled in and out. X
44. Adjust car gate switch to realize "follow-up" in the closed position.
45. Repeated reports of numerous entrapments were received and staff within the building indicate that they will not ride the car. X
46. Provide a set of elevator fire keys at the fire command center or at building alarm panel.
47. Maintain a complete set of all elevator keys on site at all times.
48. Correct all the areas identified with an asterisk on the Static and Dynamic Elevator Survey Sheet.

By Others:

1. Install a fire extinguisher in the machine room.
2. Provide clear access path to the elevator machine room door. Re-locate file cabinets and storage boxes which block the machine room door at the ground floor.
3. Install a code confirming sign on the elevator machine room door in accordance with the applicable local building code.
4. Repair all the car interior lights so that all lighting tubes are functional. Currently 5 ft candles are not evident at the car sill with the landing doors close. Code violation. Only one fluorescent tube lights while 2 other fluorescent tubes are burnt out and the suspended ceiling has 6 down light recesses with no fixtures or bulbs. X
5. Wire brush car and landing sills to remove dried dirt and discoloration.
6. Provide fire proofing at all rail fastening points where the hoistway 2 hour fire rating was removed by the elevator contractor to fasten the rail brackets. X
7. Wire brush platform channel stringers that are excessively rusted and apply a rust preventative paint. X

Note: Correct all items marked with an X ASAP.

CAR NUMBER	CAR SPEED UP/FPM	CAR SPEED DN/FPM	DOOR OPEN TIME 36" SSS	DOOR CLOSE TIME 36" SSS	FLOOR TO FLOOR TIME (D)	FLOOR TO FLOOR TIME (U)	CAR CALL DWELL TIME	HALL CALL DWELL TIME	DWELL TIME REDUCTION DOOR CLOSE BUTTON AND LIGHT SCREEN BREAKAGE			ANTI-NUISANCE	LIGHT SCREEN	DOOR OPEN R & L	PRE-DOOR OPENING	NUDGING TIME BUZZER	DOOR PRESSURE
									CAR	HALL	COINCIDENCE 3.0 - 4.0 Fixed						
REQUIRED	100 ± 5%	100 ± 5%	2.40 Sec 2.60 Sec	3.50 Sec 3.70 Sec	12.50 Sec 13.50 Sec	12.50 Sec 13.50 Sec	1.5 Sec 2.0 Sec	3.0 Sec 4.0 Sec							15 sec 20 sec	MAX 30	
36" Single Side Slid	99.3	86.8 *	2.09	4.26 *	21.34 *	21.86 *	3.54 * 6.51 ML *	6.52 *	3.48 * No	6.39 * No		N/A	O.K.	O.K.	No	8.53 * Buzzer only no Forced Close *	30 lbs

Note: Correct areas identified with an asterisk *



SECTION 00420

Bond # 2175436

OAKLAND UNIFIED SCHOOL DISTRICT
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we,

Star Elevator, Inc.

as principal, and Insurance Company of the West

as surety, are held and firmly bound unto the Oakland Unified School District of Alameda County, State of California, in the sum of Fifty Thousand Nine Hundred & Fifty Two Dollars

Dollars (\$50,952.00) lawful money of the United States of America for the payment of which sum well and truly to be made to said Oakland Unified School District of Alameda County, State of California, we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 12th day of January
2009 _.

This condition of the above obligation is such that whereas the above named bounden principal entered into a contract of even date herewith, with the said school district by the terms and conditions of which said contract said principal agreed to perform all the work and furnish all the labor, materials, mechanical workmanship, transportation and services required in the performance thereof in accordance with the plan(s) and specifications now on file in the office of the governing board thereof, as will more fully appear by reference to the said contract, which said contract is hereunto annexed and made a part hereof and is entitled Calvin Simmons Middle School OUSD Project #03035
(Title of Contract, including Project Name and Number.)

NOW, THEREFORE, if the above named bounden principal shall well and truly carry out, execute and perform all things to be carried out, executed and performed by said principal according to the terms and conditions of said contract, then this obligation shall become null and void; otherwise to remain in full force and effect.

No alteration of any provision of said contract or in said plan(s) or specifications agreed to between the said contractor and the said first party shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations without further notice to or consent by such surety is hereby given, and the said surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Only the Oakland Unified School District, as the named obligee herein, is entitled to the benefits provided pursuant to this Performance Bond. By execution of this agreement, the surety agrees that if the principal is given a notice of default by the Oakland Unified School District, a copy of which is also given to the surety, and the principal fails within a seven-day period after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the surety shall promptly investigate the principal's failure to perform under the terms and conditions of the contract and provide the District's Director of Facilities with a written notice that the surety has commenced investigation of the matter. Within a two week period following District's written notice of default from the District to the principal as required herein, the surety shall assume the principal's obligations under the contract and commence correction of the principal's default, or proceed with such remedies as the District elects, in accordance with the terms and conditions of the contract.

The obligations of this Performance Bond shall survive termination of the Agreement between the principal and the project owner (obligee).

(Original and duplicate to be signed by principal and surety; both are to be acknowledged and acknowledgment slip and notarial seal to be attached)

Star Elevator, Inc.
By *Paul M. Onorato*
By Paul M. Onorato, Treasurer
(Seal)

PRINCIPAL

Name of Surety
Insurance Company of the West
Street Address of Surety
7250 Redwood Blvd, Suite 300
Novato, CA 94948
By *John L. Heilmann*
John L. Heilmann

The foregoing bond was in open Board accepted and approved this _____ day of _____, 20____.

By _____
Secretary of the Board of Education of the
City of Oakland and of the Oakland Unified
School District of Alameda County, State of
California

ICW GROUP
Power of Attorney
Insurance Company of the West
Explorer Insurance Company Independence Casualty and Surety Company

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

RUTH MITZEL, HELEN BROWN, JOHN HEILMANN

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 1st day of November, 2005.



INSURANCE COMPANY OF THE WEST
EXPLORER INSURANCE COMPANY
INDEPENDENCE CASUALTY AND SURETY COMPANY

Jeffrey D. Sweeney, Assistant Secretary

John L. Hannum, Executive Vice President

State of California }
County of San Diego } ss.

On June 5, 2006 before me, Mary Cobb, Notary Public, personally appeared John L. Hannum and Jeffrey D. Sweeney, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



Mary Cobb, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____,

Jeffrey D. Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Insurance Company of the West

of San Diego, California, organized under the laws of California, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 30th day of November, 1978,

I have hereunto set my hand and caused my official seal to be affixed this 30th day of November, 1978.

Fee \$37.50

Rec. No. S-9261-06

Filed 8/7/78

Wesley J. Kinder
Insurance Commissioner

By

John J. Faber
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have examined the above copy of Certificate of Authority with the duplicate of original now on file in my office

ACKNOWLEDGMENT

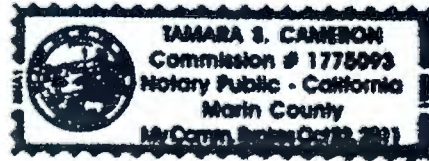
State of California
County of Marin

On January 12, 2009 before me, Tamara S. Cameron
(insert name and title of the officer)

personally appeared John L. Heilmann
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Tamara S. Cameron (Seal)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/12/2009

PRODUCER
Hilb Rogal & Hobbs
7250 Redwood Blvd, Suite 300
P.O. Box 6132
Novato, CA 94948-6132

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

INSURED
Star Elevator, Inc
1300 Industrial Rd. #4
San Carlos, CA 94070

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zenith Insurance Company	13269
INSURER B: American Casualty Co. of Reading, PA	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2094385202	01/27/08	01/27/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Z047873708	01/01/09	01/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Oakland Unified School District (OUSD) is named as Additional Insured as respects Auto Liability as per attached endorsement.

CERTIFICATE HOLDER

Oakland Unified School District
 Dept. of Facilities Planning
 & Management
 955 High Street
 Oakland, CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joel D. Zund

IMPORTANT

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

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 01/27/08	Countersigned By:
Named Insured: Star Elevator, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): Oakland Unified School District Department of Facilities Planning & Management 955 High Street Oakland, CA 94601

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID **MN**
STARE-4

DATE (MM/DD/YYYY)
01/12/09

PRODUCER
RBN & Associates, Inc.
233 N. Michigan Ave.
Chicago IL 60601
Phone: 312-856-9400 Fax: 312-856-9425

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

INSURED
Star Elevator, Inc.
1300 Industrial Road, Suite 4
San Carlos CA 94070

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Greenwich Insurance Company	22322
INSURER B: Evanston Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR/ADD'L LTR/INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	EGG6000230-03	02/01/08	02/01/09	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Per Elevator Aggr				PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COM/OP AGG	\$ 3,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
B	EXCESS/UMBRELLA LIABILITY	CUBW 2269208	02/01/08	02/01/09	EACH OCCURRENCE	\$ 4,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
	OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE OAKLAND UNIFIED SCHOOL DISTRICT AND BOARD OF EDUCATION OF THE CITY OF OAKLAND, THEIR OFFICERS, EMPLOYEES, REPRESENTATIVES, VOLUNTEERS, AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED, COVERAGE IS PRIMARY AND NON-CONTRIBUTORY.

CERTIFICATE HOLDER

OAKLAND
OAKLAND UNIFIED SCHOOL DIST.
AS "OUSD", DEPT. OF FACILITIES
PLANNING & MGMT.
955 HIGH STREET
OAKLAND CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Richard Scodro

ROUTING FORM

Calvin Simmons Middle

Check contract title: Professional Services Contract Amendment to PCS School Modernization

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information				
Contractor Name	Star Elevator		Contractor's Contact Person	Paul Onorato
Street Address	1300 Industrial Road, Suite 4		Title	Project Manager
City	San Carlos		Telephone	650-631-3999
State	CA	Zip Code	94070	Vendor #
Tax ID/Soc Sec #			OUSD Project #	03035
Has Contractor been an OUSD contractor?			Has Contractor worked as an OUSD employee?	
If yes to either, list the name(s) and tax ID/social security number(s), if different.				

Term			
Date Work Will Begin	December 1, 2008	Date Work Will End By <small>(not more than 5 years from start date)</small>	June 1, 2009

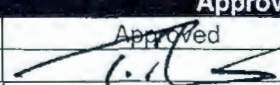

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$50,952.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information																			
Funding Resources				Org Key #								Object				Amount			
				Site		Program				F	Unique								
2	1	2	2	2	0	5	9	9	0	1	8	1	0	-	6	2	7	4	\$50,952.00
\$																			

Name of Funding Source: General Obligation Bond-Measure B

Program Information - Indicate the Number of Persons to Benefit from Services					
Grade Level (s)	Students	Teachers	Parents		
Administrators	Others (Please Specify)				

OUSD Contract Originator Information			
Name of OUSD Contact	Tadashi Nakadegawa	Email	tadashi.nakadegawa@ousd.k12.ca.us
Telephone	510-879-2962	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head			2/1/09
Program Manager			1/13/09
Contract Services			
FCMAT Fiscal Advisors			
State Administrator			
<i>Additional approvals may be needed if contract amount is greater than \$59,600</i>			
Legal			
Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:

Contract Office Use Only			
Dates of Clearance	Submitted by:	Email Address	
TB _____ Fingerprint _____	YTD \$ _____	Full Funding in Req. _____	Current Employee _____ Unit Member Work Conflict _____



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LP

DATE (MM/DD/YYYY)

02/09/12

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	312-856-9400	CONTACT NAME:	
	312-856-9425	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	STARE-4
		INSURER(S) AFFORDING COVERAGE	
INSURED Star Elevator, Inc. 1300 Industrial Road, Suite 4 San Carlos, CA 94070	INSURER A :		National Union Fire Ins. Co. 19445
	INSURER B :		Hartford Underwriters Ins. Co. 30104
	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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY		13UENOJ6011	02/01/12	02/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		BE038430832	02/01/12	02/01/13	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000
	DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 0					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

OAKLAND

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.



AMENDMENT ROUTING FORM

Project Information			
Project Name	Calvin Simmons Modernization	Site	Calvin Simmons Middle School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information					
Contractor Name	Star Elevator	Agency's Contact	Paul Onorato		
OUSD Vendor ID #	I004017	Title	Project Manager		
Street Address	1300 Industrial Road, Suite 4	City	San Carlos	State	CA Zip 94070
Telephone	650-631-3999	Policy Expires	2-1-2013		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	03035				

Term			
Date Work Will Begin	3-31-2010	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$58,795.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 7,843.00
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Resource #	Resource Name	Org Key	Object Code	Amount
9299, 9399, 9499	Deferred Maintenance	2059901810	5670	\$7,843.00
				\$

Approval and Routing (in order of approval steps)						
<small>Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.</small>						
1.	Division Head	Charles Love	Phone	510-535-7081	Fax	510-535-8082
	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	2-9-12		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	2-9-12		
3.	Assistant Superintendent, Facilities Planning and Management					
	Signature		Date Approved			
4.	President, Board of Education					
	Signature		Date Approved			