

Board Office Use: Legislative File Info.	
File ID Number	18-1418
Introduction Date	6-27-2017
Enactment Number	18-1058
Enactment Date	6/27/18 os



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
 Timothy White, Deputy Chief, Facilities Planning and Management
 Charles Smith, Director, Buildings & Grounds

Board Meeting Date June 27, 2018

Subject Independent Consultant Agreement for Professional Services - Syserco - Building & Grounds District Wide Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement between the District and Syserco, Fremont, CA., for the latter to provide three years of professional services utilizing the breadth of the Alerton network, traditionally-delivered Syserco service program, that is designed to assist the District in providing a quality learning environment for students, in conjunction with the Buildings & Grounds District Wide Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 28, 2018 and concluding no later than June 30, 2021, in an amount not-to-exceed \$171,768.00.

Discussion Services needed for the Alerton network design program for the District.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of an Independent Consultant Agreement between the District and Syserco, Fremont, CA., for the latter to provide three years of professional services utilizing the breadth of the Alerton network, traditionally-delivered Syserco service program, that is designed to assist the District in providing a quality learning environment for students, in conjunction with the Buildings & Grounds District Wide Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 28, 2018 and concluding no later than June 30, 2021, in an amount not-to-exceed \$171,768.00.

Fiscal Impact Fund 01 RRMA

Attachments

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

**INDEPENDENT CONSULTANT
FOR PROFESSIONAL SERVICES
Greater Than \$90,200**

This Independent Contractor Agreement ("Agreement" or "Contract") is made as of the **30th** day of **May** in the year **2018**, between the **Oakland Unified School District** and **Syserco**. The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

Scope of work to provide three years of professional services utilizing the breadth of the Alerton network, traditionally-delivered syserco service program, that is designed to assist the District in providing a quality learning environment for students.

2. **Term.** Consultant shall commence providing Services under this Agreement on **June 28, 2018**, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on **June 30, 2021**. This Agreement may be extended upon mutual approval of both parties in writing on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> W-9 Form
<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> Workers' Compensation Certificate
<input checked="" type="checkbox"/> Debarment Certification	Other: _____
<input checked="" type="checkbox"/> Fingerprinting/Criminal Background Investigation Certification	

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "B,"** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed , ONE HUNDRED SEVENTY-ONE THOUSAND, SEVEN HUNDRED SIXTY-EIGHT NO/100 dollars (\$171,768.00)**. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work. Expenses will not be charged on this Work above the

6. maximum not-to-exceed amount of the Contract Price. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.
7. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
8. **Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program:** Consultant shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.
9. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
10. **Standard of Care.**
 - 10.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 10.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 10.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 10.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
11. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
12. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission.

13. Termination.

- 13.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 13.2. **Without Cause by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 13.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 13.3.1. material violation of this Agreement by the Consultant; or
 - 13.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 13.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
- 13.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

14. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

15. Insurance.

- 15.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
 - 15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)
 - 15.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions

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

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

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

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

- 15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 15.2.2. Language stating in particular those Insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 15.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 15.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

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

16. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

17. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written

termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

18. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
19. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
20. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
22. **Fingerprinting of Employees.** The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
23. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
 - 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or

subcontractor(s).

25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement Interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
27. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District
955 High Street
Oakland, CA 94601
Tel: 510-535-7038; Fax: 510-535-7082
ATTN: Tadashi Nakadegawa

Consultant
Syserco
215 Fourler Ave
Fremont, CA 94539
Tel: 510-498-1171 Fax: _____
ATTN: Jim Carrel

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

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

33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are
Contract #11: Independent Consultant Greater Than \$90,200 – OUSD & Syserco – B&G
Professional Services - \$171,768.00
Revised 8/01/2016

hereby incorporated herein by reference.

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



Tadashi Nakadegawa
Director of Facilities Planning & Management

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 6/28/18
 Aimee Eng, President, Board of Education Date

Kyla Johnson-Trammell 6/28/18
 Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education Date

Timothy White 6-28-18
 Timothy White, Deputy Chief, Facilities Planning and Management Date

APPROVED AS TO FORM:

[Signature] 6/1/18
 OUSD Facilities Legal Counsel Date

CONSULTANT

[Signature] 5/31/18
 Majd Khleif, CEO Date

Information regarding Consultant:

Consultant: SYSERCO, INC.

License No.: 483939

Address: 215 FOURIER AVE.
FREMONT, CA. 94539

Telephone: (510) 498-1171

Facsimile: (510) 498-1161

E-Mail: CONTRACTS@SYSERCO.COM

94-2209546
 Employer Identification and/or
 Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: CA
 Limited Liability Company
 Other: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 In relevant part provides:

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

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

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

Date: May 31, 2018

Proper Name of Consultant: Syserco, Inc.

Signature: 

Print Name: Majd Khleif

Title: CEO

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the 31st day of May 2018 for the purposes of submission of this Agreement.

By: 
Signature
Majd Khleif
Typed or Printed Name
CEO
Title

May 31, 2018

Oakland Unified School District
Attn: Juanita Hunter
955 High St.
Oakland, CA. 94601

To Whom It May Concern,

This letter is to confirm that Majd Khleif as the CEO of Syserco, Inc. is an authorized signatory for the company. If you need further clarification in regards to this matter you may reach me at (510) 498-1446

Thank you,



Mariana Perez
Contracts Administrator

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. Consultant has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

 x Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

 Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

 Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____


 The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

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

Consultant's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: 05/31/18

Proper Name of Consultant: Syserco, Inc

Signature: 

Print Name: Majd Khleif

Title: CEO

Appendix A – List of Schools & Locations

Location	Address
Oakland High School	1023 MacArthur Boulevard
Garfield Elementary School	1640 22 nd Avenue
Madison Park	400 Capistrano Drive
Urban Promise Academy	3031 East 18 th Street
Chabot Elementary School	6686 Chabot Road
Westlake Middle School	2629 Harrison Street
Jefferson Elementary School	2607 Myrtle Street
Cox Academy Elementary School	9860 Sunnyside Street
Claremont Middle School	5750 College Avenue
Montera Middle School	5555 Ascot Drive
Elmhurst Community Prep	1800 98 th Avenue
New Highland Academy	8521 A Street
Skyline High School	12250 Skyline Boulevard
Oakland Technical	4351 Broadway
Castlemont High School	8601 MacArthur Boulevard
McClymonds High School	2607 Myrtle Street
Lowell Middle School	991 14 th Street
Arroyo Viejo CDC	975 85 th Avenue
Stonehurst CDC / Esperanza	901 105 th Avenue
Montclair Elementary	1757 Mountain Boulevard
Calvin Simmons Middle School	2101 35 th Avenue
Washington (Sankofa Academy)	581 61 st Street
Havenscourt Middle School	1390 66 th Avenue
Redwood Heights Elementary School	4401 39 th Avenue
Roosevelt Middle School	1926 19 th Avenue
King Estates Middle School	8251 Fontaine Street
La Escuelita Elementary School	1050 Second Avenue
MetWest High School	314 East 10 th Street
Bret Harte Middle School	3700 Coolidge Avenue
Greenleaf Elementary School	6328 East 17 th Street
Oakland International High School	4521 Webster Street

955 High St
Oakland, CA 94601

Date	Project #
5/18/2018	PR1802

SCHOOL SITE

Various Sites

Project	Request By	Org. Key
HVAC Maintenance	Charles Smith	988-9000-8-08-5670

Item	Description	Qty	rate	Class	Vendor	Total
Proj	Syserco will perform preventative maintenance inspection, emergency services on the Alteron Network and global controllers, 3 years (7/1/2018- 6/30/2021)	1	171,768.00	RRMA/GP	Syserco V059188	171,768.00
Total						\$171,768.00

Oakland Unified School District

Oakland, CA



Building Automation Service and Support Program
Service Solutions for your Alerton Energy Management System

Presented to [redacted] • Charles Smith

Presented by: [redacted] • Jim Carrel

Presentation Date: [redacted] • 3/15/2018

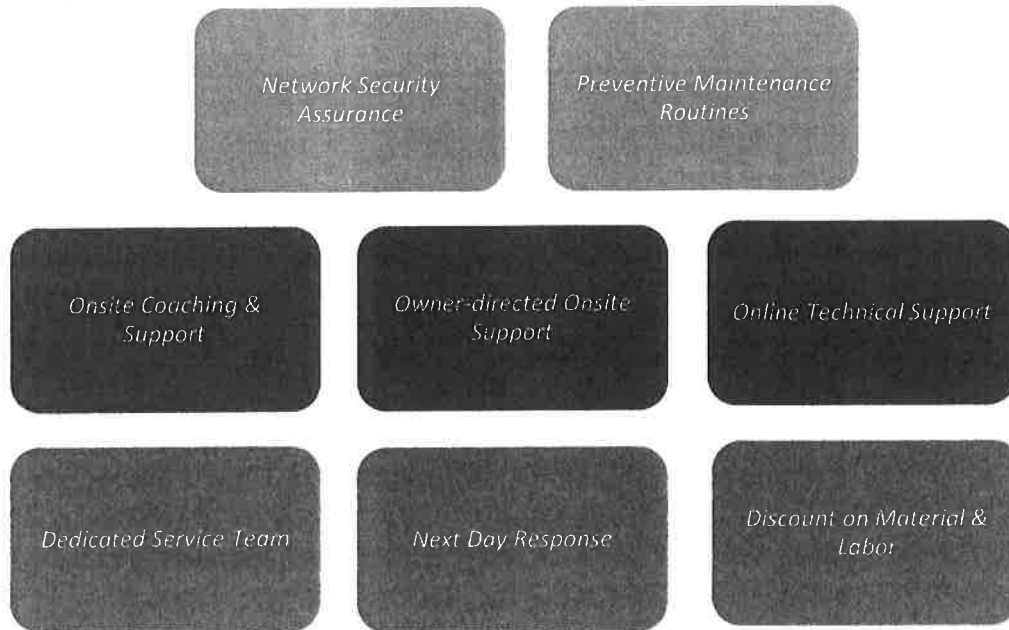
Table of Contents

Executive Summary	3
Proposed Solution	5
Software & Network Security	5
System Support Services	7
Customer Support & Consulting Services	12
Energy & Sustainability Services	14
Calibration & Critical Environment Services	17
Training Services	18
Remote Monitoring & Response Services	19
Emergency Response Services	21
Repair & Replacement Services	22
Service Delivery & Discounts	23
Dedicated Service Team	24
Quality Assurance	25
Signature Page & Pricing Summary	26
Appendix A – List of Schools	29

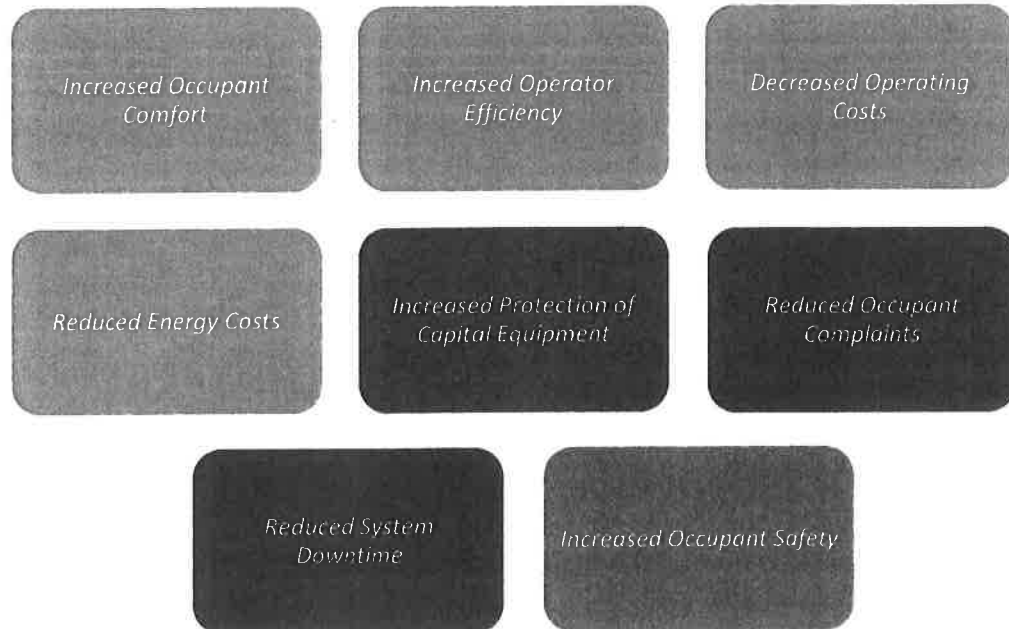
“Service at Syserco, making customer satisfaction & facility improvement a way of life.”

*For more information on Syserco service visit:
<http://www.syserco.com/service-programs.html>*

The major components of this program include:



Specifically the implementation of this program will accomplish the following:



As part of our partnership with OUSD, it is our goal to provide you with an optimum control system and energy management solution. Syserco looks forward to working with OUSD and to providing you the support and training necessary to help you maintain and operate this facility at peak efficiency.

Executive Summary

Oakland Unified School District has invested in and is committed to the education of nearly 53,000 Oakland students since 1850. It currently operates in 86 elementary, middle, and high school campuses. There are also 32 district-authorized charter schools.

The breadth of the Alerton network that is designed to assist the District in providing a quality learning environment is vast. With thousands of devices throughout the District properties, much effort has been applied to the functional capacity and reliability of the network.

Current economic conditions have significantly inhibited the District's capability to provide for a traditionally-delivered Syserco Service program.

What is included in this proposal provides for the maximum allowable level of Service Agreement activities conditions will allow. Syserco will perform annual preventive maintenance inspections on the Alerton network and global controllers. After each inspection interval, we will provide a written report on the network and component status, anomalies identified, and suggested recommendations for enhancements.

It is Syserco's mission is to provide outstanding service and exceptional customer value.

Proposed Solution

The implementation plan for your Service and Support program will include the following services to be provided on the equipment contained within Oakland Unified School District facilities.

Cyber Security and Software Support

- Software Support and Security Services:** Alerton continually enhances the Graphical User Interface software to match the changing needs of industry, incorporate the newest control theories, make it easier for you to optimize your facility's performance, and keep your BMS GUI and Network secure. Syserco's Cyber Security and Software Support Services provide more than application updates, it also includes the deployment of updated Alerton Software and/or Firmware that incorporates fixes to all known system vulnerabilities and/or bugs that may affect the security and integrity of your system.

Note:

1. *Operating System and/or Server/PC Hardware upgrades are not included.*
2. *Minimum recommended Server configuration is 2.33GHz Quad Core, 6 GB RAM, dual 250GB Hard Drive.*
3. *Software Upgrade covers revisions within the same license size and same software product line.*

During your GUI software update, Syserco shall perform the following additional Cyber Security Services tasks to ensure the integrity of your BMS network:

- **Review Overall BMS Network (Structure and Configuration)**
 - Ensure BAS is not connected to Public Network without proper Firewall/NAT appliances
 - Review Network Intrusion Detection System (NIDS) scans and alerts
 - Provide Recommendations for remediation of any identified risks
- **Access Control and Review**
 - Review System logs and system alerts for unauthorized access.
 - Disable unused or anonymous accounts
- **Review Antivirus Status**
 - Ensure Up-to-date (specifically signature files; requires internet access)
 - Review Event/Security Logs
 - Ensure on-access and on-demand scanning are enabled
 - Scan the boot sectors of all disks on server
 - Move infected files to quarantine directory.
- **Review Windows/OS Status**
 - Ensure all necessary Updates have been installed
 - Update Service Packs as applicable
- **Review Windows Security Logs**
- **Review Windows Audit Logs**
- **Review System Ports, Services, and Protocols**
 - Ensure proper UDP Ports are open/closed
 - Disable unnecessary Services
- **Review SSL certification (as necessary)**
 - Alert client if SSL certificate needs to be updated
 - Implementation and Programming adjustments included.
- **Disaster Recovery and Backup Planning/Review (if applicable)**

- Global Controller Firmware Support Services:** As the Compass product line is enhanced, modifications are often made to the Firmware to provide faster speed of response, greater flexibility and new applications. Firmware Support Services ensure that all Global Controller ROC files are the latest release, have all issues/bug fixes incorporated and align with the requirements of the Compass Graphical User Interface.
 - We will provide you annual ROC file updates for the Global Controllers identified in Appendix A, List of Maintained Equipment.

- Software/Firmware Support Training:** To ensure your staff maximize the function of the system, with each upgrade, Syserco will provide **four (4)** hours of onsite training to your staff on the new features of each revision.

System Support Services

Preventative Maintenance is a critical component to protecting your significant investment and to ensure that your facilities operate at peak efficiency with minimum downtime. The Preventative Maintenance routines as defined within this section shall be executed by Syserco's trained professionals to ensure that your Alerton Automation System operates at the highest availability. The preventative maintenance routines noted below are included within this agreement.

- Disaster Recovery:** The electronic information stored within your system represents a significant part of your investment. In the event of a catastrophic system failure, these backups allow us to completely restore your system to the last backup state. During each Preventative Maintenance visit, Syserco will perform a full system backup. Two copies of this backup will be made. One will be maintained onsite at your facility and the second archived at our offsite data storage facility.

- Preventative Maintenance Reports and Recommendations:** Upon completion of each PM routine, a written report and presentation of findings/recommendations will be provided to the appropriate Building and Grounds personnel by Syserco's Service Account Engineer.

- Preventative Maintenance Action Implementation:** After reviewing the Preventative Maintenance recommendations with your designated representative, Syserco will provide one (1) man-day of labor for each PM period (2 total days) to implement the agreed upon recommendations. If the identified Recommendations require more labor than allotted, the additional work can be performed on a T&M basis.

- Preventative Maintenance Routines:** The following preventative maintenance routines will be performed on a semi-annual basis as part of our standard service.
 - **Review Site Log:**
 - Each Preventative Maintenance routine begins with a review of your site log so that ongoing issues can be noted and the root cause addressed.
 - **Review Network Workstations / Communication:**
 - Verify Communication with all Remote Sites
 - Review BACtalk system for CRITICAL and OFF-LINE status indicators.
 - Review BACtalk system for OVERRIDE and DISABLED status indicators.
 - **Perform System Analysis of Alerton Software:**
 - Record current version of Alerton Software relative to user needs and versions supported.
 - **Perform User Account Analysis of Software:**
 - User Account Analysis of Alerton Software relevant towards system security and troubleshooting purposes.
 - **Verify Device Communication:**
 - All Global Controller and VLC communication status is reviewed.
 - Any issues are noted and recommendations made.
 - **Perform a Battery Check of all Global Controllers:**
 - Fully charged Batteries are key to maintaining the volatile RAM in your global controllers in the event of a power failure and/or brownout.
 - Battery levels shall be checked and documented in BCMs and VLX Controllers. Controllers needing battery replacement shall be identified to owner's representative.
 - **Perform Memory Analysis of all Global Controllers:**
 - Each Global Controller shall be diagnosed to ensure adequate memory is available to perform trending, alarming and other system tasks.
 - A panel that is low on memory will experience intermittent problems, slow speed of response, may lose data and may experience "command" issues.
 - Any panels that are low on memory will be noted along with recommendations to remediate the issues.
 - **Review Global Controllers Operation:**
 - Accurate and reliable operation of the Global Controllers is key to the successful operation of your facility.

- ROC File Version is verified against most recent version and known system issues.
 - The DDC Program is verified to be running.
 - System Date/Time settings are verified.
 - Daylight Savings settings are verified.
 - **Review Number of Global Controller Reboots:**
 - This service will identify excessive faults and determine stability of onsite power.
 - **Review Event Log**
 - Unusual events will be noted.
 - The technician will make recommendations to address issues causing events.
 - **Review System for Operator Overrides:**
 - Reports will be run to check for points in Operator Override.
 - Points in operator override cause the system to not run in "Automatic" mode and may compromise system function, lead / lag logic, and/or energy conservation strategies.
 - The technician will make a list of all points in Operator Override along with recommendations to address root cause.
 - **Review Alarm Log:**
 - Points generating excessive alarms will be noted.
 - The technician will make recommendations to address root cause hardware or software issues causing alarms.
 - **Review Schedules:**
 - Review equipment operation schedules and identify any anomalies.
 - The technician will make recommendations to address issues causing discrepancies with system operation.
 - **Review Trendlogs:**
 - Check trend log samples processed per second.
 - Check trend log samples missed for discrepancies.
 - **Review System for Failed Points:**
 - Screens will be run reviewed for failed points.
 - Failed points may be indicators of equipment / devices needing repair or of a significant database issue.
 - The technician will make recommendations to address failed points.
 - **Perform General System Operational Review:**
 - While onsite and performing the above Preventative Maintenance routines the Service Technician will review the system as a whole from the Graphic Workstation and ensure the Alerton control system is operating as desired.
 - Items such as graphics, system response time, operation of DDC Programs and device/equipment operation will be noted.
 - Any discrepancies or areas of concern will be noted.
 - **Perform Energy Services Operations Review:**
 - Perform general review of the system in order to identify possible energy savings and opportunities to present key energy reduction strategies to the customer.
 - Any recommendations will be noted and provided to the client.
- Network Analysis:** A properly functioning network is critical to the correct operation of the system. To ensure optimum network performance, each Global Controller and its sub-nets will be analyzed on a **semi-annual basis** as follows:
- The Global Controller Error Log is reviewed and reset.
 - The following Network Analysis tasks are performed as appropriate to verify or discount suspected communications problems.
 - Analyze the number of operator or system change occurrences (Alarms, Trends, Uploads) for impact on network performance.
 - Analyze the Error Rate & Transmission Rate.
 - Analyze MS/TP waveform for proper shape and confirm noise-free communication.
 - Provide a report summarizing findings and recommendations.

Central Plant – VLC/VLX Operational Verification: The central cooling and heating equipment represent a significant portion of your facility's energy use. By performing operational reviews you will have a high degree of assurance that your central equipment is operating at peak efficiency, increasing mechanical system up-time and reducing energy consumption. The operation of the following Central Plant equipment will be reviewed on a **semi-annual basis** as follows:

- Covered Equipment:
- List Major Equipment
- Verify the discharge set points of each system against actual temperatures.
- Verify historical staging/loading of equipment.
- Review historical trends for short cycling.
- Physically verify isolation valves shut and open fully.
- Provide a report of any discrepancies found.

AHU/ACU – VLC/VLX Operational Verification: Air Handlers are a critical component of the HVAC System responsible for a significant portion of your facility's energy use. By performing operational reviews you will have a high degree of assurance that your central equipment is operating at peak efficiency, increasing mechanical system up-time and reducing energy consumption. Verification of the correct function of the following AHUs and the VLCs controlling them will be performed on a **semi-annual basis**:

- Covered Equipment:
- List Equipment
- Verify that the AHU/ACU is being controlled at the appropriate value.
- Review historical trends for hunting/cycling.
- Change each set point and verify smooth transition and stable control to new set point.
- Return each set point to original value.
- Physically verify that controlled dampers and valves stroke fully in both directions.
- Provide a report of any discrepancies found.

VAV/Terminal Device – VLC Operational Verification: The majority of your facility's energy use occurs at the terminal device level. By performing reviews of the entire system's Terminal Device operation accurate temperature and pressure control is ensured, the indoor environment is maintained according to specifications and energy usage is significantly decreased. This service provides an exception based review of the operation of all your terminal devices and will be performed on a **semi-annual basis**:

- Review all Terminal Boxes for 100% open dampers.
 - A box with a 100% damper command may indicate a falsely low CFM reading. This may be the result of loose or disconnected velocity pickup tubes, an inaccurate flow coefficient requiring balancing, or a faulty controller. A 100% damper command may also be the result of the VAV unable to achieve the desired CFM. This may be an indication of a binding or loose damper or actuator, an obstructed duct (fire smoke or balancing damper), or too low of a duct static pressure.
- Review all Terminal Boxes for 0% open dampers.
 - A box with a 0% damper command may indicate a falsely high CFM reading. This may be the result of a loose or disconnected velocity pickup tube. Another cause of a 0% Damper Command would be a loose or binding damper or actuator that is unable to close fully and lower CFM. A faulty controller may also be the cause.
- Review all Terminal Devices for 100% open valves.
 - A Terminal Device with a 100% valve command may indicate an undersized coil, a clogged valve, insufficient reheat water temperature, a closed isolation/balancing valve, or an improper heating mode CFM. A faulty controller may also be the cause.
- Review zones for inability to maintain set point.
- Provide a report of any discrepancies found.

- VRF/VRV Unit - Operational Verification:** The majority of your facility's energy use occurs at the unitary level. By performing periodic reviews of your building's systems, you can ensure that zone temperature and space pressure control is accurate and comfortable. You can also confirm that your indoor environment is being maintained per specifications and that energy usage is being managed efficiently and effectively.

This service provides an exception-based review of the operation of all your VRF/VRV units on **AN XXX BASIS**.

- All VRF/VRV units will be reviewed for communication with system gateway and the Alerton GUI server
- Trendlogs will be created and reviewed for Temperature, Fault and Communication.
- Review unit response/operation per zone temperature/operation parameters.
- Confirm Room Set Points and Room Temperatures are within a specified range.
- Review zones for inability to maintain set point.
- Provide a report of any discrepancies found.

- Enhanced Server Maintenance:** For mission critical applications, the execution of enhanced server maintenance provides additional assurance that this critical piece of hardware and its associated operating system is functioning properly. This service is performed after completing the initial standard Preventative Maintenance Tasks.

- **Execute DEFRAG for Server:**
 - This utility in conjunction with SCANDISK will defragment your hard drive. A fragmented hard drive may cause your system to intermittently "crash" or run at less than peak performance.
- **Perform System Analysis of Server:**
 - Execute SCANDISK for Server.
 - This utility checks your hard-drive for errors. File fragments and other errors may cause your system to intermittently "crash" or run at less than peak performance.
- **Server Memory Analysis:**
 - Sufficient free memory is critical to the stable and quick response of your system.
 - Free Memory will be analyzed and documented.
 - Memory usage of all Compass services will be checked against expected standards.
- **Database Repair Operation:**
 - The repair operation enhances system stability and reliability, while increasing database access and system speed.
 - The repair operation cleans up and repairs a database that was marked as possibly corrupt by an incomplete write operation, which can occur if an application closes unexpectedly due to Windows or Hardware faults.
- **Database Compact Operation:**
 - The Compact operation is similar to disk defragmenting. It consolidates database files on the hard disk, rearranging how files are stored so they use disk space more efficiently and system database access time is decreased.
- **Windows Event Logs:**
 - Windows Event Logs can provide important information regarding the internal operation of the software.
 - Check for Compass Service Failures
 - Check to confirm all Services Running
 - Check for unusual page faults
- **Cold Reboot Server:**
 - Just as with your Personal Computer, it is important to reboot the Server periodically to clear the memory, page faults, etc.
 - Check for unusual page faults
- **Verify Sufficient Hard Drive Space:**
 - Sufficient Hard Drive Space is necessary for the correct operation of the Operating System as well as the system. It also ensures there is sufficient space for trends, reports, etc.
 - Free hard drive space will be noted and recommendations made to off-line load items and/or for hardware modifications.

- Rotating Control Loop Tuning:** Selected control loops will be reviewed against historical trend-logs to ensure hunting and overshoot are minimized and the process variables are within specified tolerances. The following loops shall be analyzed and tuned on a rotating quarterly basis. (Each loop will be analyzed and tuned once per year.)

List Specific Equipment and Loops to be tuned.

Equipment	Loop	QTY
AHU		
AC Units		
EF		
VAV/CAV		
FCU		
Heat Pumps		

Customer Support & Consultation Services

Syserco's Customer Support Services assist you and your staff in running your facility more efficiently and in fully utilizing the power of your Alerton Building Automation System.

Site Log: Syserco will provide you with a Site-Log for documentation of concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of this log so that our technicians are aware of items needing immediate attention.

Operator Support and Coaching: Provides a vehicle for our system experts to work with your staff to ensure that your operators are properly utilizing the Alerton control system to maximize energy savings and comfort. Syserco will provide six (6) days per year of pre-scheduled Operator Support to assist your staff in modifying the system, identifying, verifying and resolving issues found and/or providing supplemental training. This pre-allocated time allows you to control your operating budget while meeting your facility's changing needs. Suggestions for this scope depending upon owners explicit needs may include:

- Site Specific Training
- Program Modifications
- Implementation of Advanced Strategies
- Graphics Modifications
- Hardware Changes
- Minor Control System Modifications
- Other Owner-Directed Services

Onsite Operator: To augment the staff running your facility and to ensure you receive the maximum benefit of the Alerton HVAC Control applications implemented in your facility, Syserco will provide a qualified technician **X (X) pre-scheduled days per Week** to act as an onsite operator. The Syserco Technician shall be onsite and operate the system as per the direction of Person and any of your company's applicable Standard Operating Procedures. In addition to operating the system, and providing training / coaching of your staff, this time may be used to augment your staff and perform additional services such as:

- Operate System
- Implement and maintain schedules/holidays
- Respond to occupant issues/concerns
- Monitor System Operation
- Monitor/Respond to Alarms
- Implement programming modifications as required
- Graphics Modifications
- Control System Modifications
- Other Owner-Directed Services

Continuous Engineering Record Consolidation: To assist you and your staff maintain accurate comprehensive Engineering documentation for your Alerton EMCS system, on an **Annual** basis Syserco will audit your current documentation and update the following critical information (as applicable):

- System Ethernet Riser Diagram
- System MS/TP Riser Diagram
- System Network Riser Diagram
- Power Riser Diagram
- Third Party Network Riser Diagram

- Master Global Device Address Chart
 - Device ID, Device Type, Device Description, and Location updated as necessary
- Master Network Device Address Schedule
 - Device Instance, MAC Address, Device Type, Description, and Network updated as necessary

Sr. Automation Engineer Consulting & Support: Syserco will provide **X (X) days** per year of Sr. Automation Engineering Support to assist CUSTOMER system administrator. Sr. Automation Engineers are the "trainers" and in-house technical support for our field personnel. This high level individual provides additional depth to our technical support of your site and can provide your senior operators with targeted training, high-level troubleshooting or assistance in resolving complex system support / configuration issues.

Energy & Sustainability Services

FacilityCARE: Included with this Support Agreement is FacilityCARE – a Cloud-based solution that provides Energy Analytics, Continuous Commissioning, Advanced Fault Detection, and Advanced Reporting and Alarming.

FacilityCARE solution is a cloud-based software solution that continuously monitors the operation and efficiency of facility HVAC systems. It will provide you with answers to key facility operations questions, but goes far beyond FacilityInsight, allowing for a much deeper analysis of the efficiency, operation, and performance of your facility. SYSERCO's FacilityCARE identifies energy and cost saving opportunities by combining extensive automated analytic libraries with custom facility specific analytic rules to produce energy efficiency and maintenance actions for facility engineers. SYSERCO's FacilityCARE generates energy alarms and advanced fault detection reports that will proactively identify energy waste and system inefficiency within the facility.

Below are examples of some of the Energy Alarms and Advanced Fault Detection rules can be included in your FacilityCARE solution:

- Simultaneous Heating & Cooling
- Failed Economizer Operation
- Failed Heating or Cooling Valves
- Failed Sensors
- Schedule Failures
- Low Equipment Delta T
- Equipment Short Cycling
- Lighting System On during Unoccupied Hours

In addition, SYSERCO's FacilityCARE provides other functionalities such as facility Key Performance Indicators (KPIs), detailed energy analytics, and advanced reporting capabilities that provide valuable intelligence on your facility's efficiency, operation, and performance. Below is a table listing what is included in your FacilityCare maintenance:

Type	QTY	Equipment Type	QTY	Equipment Type	QTY	Equipment Type	QTY
Points		AHU		HWS		VAV/CAV	
KPI		AC Units		CHWS		FCU	
Custom		EF		CWS		Heat Pumps	

A SYSERCO Energy Engineer will review energy alarms and faults with your facilities staff and provide assessments and/or recommendations remediation as necessary during your Data Review and Analysis meetings (see below).

- Data Review and Analysis (**ANNUAL, SEMIANNUAL, or QUARTERLY**)
- Onsite System/Findings Review Meeting (**ANNUAL, SEMIANNUAL, or QUARTERLY**)
- Phone Review Meeting (**ANNUAL, SEMIANNUAL, or QUARTERLY**)
- System and Programming Modifications (**ANNUAL, SEMIANNUAL, or QUARTERLY**)
- Three year historical energy model provided
- Baseline comparisons based upon energy model

For more information on FacilityCare and other Analytics solutions visit:

<http://www.syserco.com/dashboards-and-analytics.html>

Retro-Commissioning (RCx) Services: Retro-commissioning (RCx) is a systematic process developed to evaluate, document, and improve the operation of base building systems. RCx is an essential component of a facility's overall energy strategy. It can be a very cost effective way to identify and implement measures to reduce energy use and cost while improving system operation and occupant comfort in existing buildings; RCx can solve persistent and/or recurring problems, solve issues due to the original design, solve issues from the building's construction, or uncover issues created during operation and on-going improvements. Overall, the goal of an RCx program is to optimize your facility's operation and improve how facility's critical system function together. Below is a brief list of what's included in Retro-Commissioning Services:

- Review System Documentation
 - As-built Drawings/Documents
 - Utility Data
 - Existing Sequences of Operation
- Review Trendlogs
 - Certain system points can be trended and analyzed to confirm a system is running optimally; such points may include: Supply Air Temperature, Return Air Temperature, Mixed Air Temperature, Economizer Position, Valve Position, etc.
 - Configure additional critical trends as necessary
- Review FacilityInsight or FacilityCARE (if implemented at facility)
- Critical Loop Tuning
 - Loop tuning will optimize systems to eliminate excessive temperature changes over a short period of time
- Operation Verification
 - Operation Verification of VAV Boxes
 - Valve and Damper
 - Physical Verification: 10%
 - Software Verification: 100%
 - Verify accuracy for 10% of Room Sensors.
 - Single Point Calibration Verification
- Troubleshooting and Implementation of Additional Optimization Solutions (programming only)
- Retro-Commissioning Report
 - The report shall include:
 - Review of overall Goals and Plan for optimized facility operation
 - Energy Report Card and Utility Data Analysis
 - Analysis shall include Year-to-Year Comparison/Variance Performance and Calculations
 - Normalized Data Analysis
 - Operation Verification Data (VAV Box, Room Sensor)
 - Energy Performance Benchmarking
 - Energy Star Portfolio Manager or California End Use Survey Analysis
 - Recommendations for additional Optimization Solutions based on available trendlogs, sequences, system operation data, and system changes.

Energy Efficiency Consulting / Implementation: Whether through our Retro-Commissioning Services or simply through ongoing system review and discussion, Syserco will help CUSTOMER to identify options to reduce the utility costs related to running your facility. We will implement the following initial programming changes based upon consultations with your facilities operations staff:

- Chilled Water System Reset
- Heating Water System Reset

- AHU Set point Reset
- Installation of a KWH Meter to trend actual usage
- Trend/Record Actual Operation versus KWH

Historical trends will be created to allow analysis of your facility's operation. This will allow a measurement program to be implemented that will allow us to generate equipment usage versus energy profiles for your facility. Based upon this data we then analyze the load profile and determine the correlation between weather, usage and actual energy consumption. Then, using information from this report, we will fine-tune the initial changes and implement additional modifications to further fine-tune your facilities operation. The additional modifications will include at a minimum:

- Control Loop Optimization
- Building Start/Stop Time Optimization
- Peak Demand Limiting Routines

This cycle of review, modification and optimization will continue throughout the year as data is generated by the system, reviewed by our engineers and implemented by our programmers.

This service includes **four (4) days** of initial program setup and then ongoing **semi-annual** optimization visits that will consist of **one (1) day** of Engineering Review/Analysis and **Two (2) Days** of Programming/Optimization.

Services Included with all Energy & Sustainability Services:

- **Energy Engineer** – SYSERCO will provide a dedicated energy engineer that will work with you on Facility Improvement Measures for your facility. Our energy engineers have the unique combination of energy engineering expertise, building systems understanding, and building automation and control system knowledge. This allows us to uncover cost effective Facility Improvement Measures for your facility. For an additional fee, our energy engineer can provide an Energy Star rating for your facility as well as upload validated facility data to ENERGY STAR Portfolio Manager.
- **Energy Report Card** – SYSERCO will provide a yearly Energy Report Card tracking your facility's energy cost, consumption, and performance. The Energy Report Card will highlight year over year energy costs and monthly energy consumption compared to a baseline normalized to weather. Additionally, the Energy Report Card will provide a running Energy Cost Index (ECI) and Energy Use Intensity (EUI) with a comparison to regional averages. Additional (monthly or quarterly) Energy Report Cards can be provided for a nominal fee.

Calibration & Critical Environment Services

- Calibration Services:** Calibration of critical sensors is crucial to maintaining the safety, energy efficiency and accurate operation of your facility. By regularly calibrating these selected instruments you will enhance the safety of your building occupants while reduce unexpected downtime and protect your equipment from unsafe conditions. We will provide **SEMI-ANNUAL** calibration/calibration verification of the following types and quantities of sensors in the XXXX Facility. (Reference Appendix B "List of Calibrated Devices" for complete listing of devices to be calibrated).

- A - CO2 Sensor(s)
- B - LEL Sensor(s)
- C - H2 Sensor(s)
- D - O2 Sensor(s) W Utility Differential Pressure Transmitter.
- X Air Flow/Room Differential Pressure Transmitters.
- Y Duct Temperature Transmitters.
- Z Immersion Temperature Transmitters.
- Other...

Calibration verification shall consist of the following procedures as defined in Syserco's Calibration SOPs.

- Differential Pressure Transmitter: Perform 3 point calibration.
- Air Flow Differential Pressure Transmitter: Perform 3 point calibration.
- Temperature Transmitter: Perform 1 point calibration check from sensor to GUI.
- RH Transmitter: Perform 1 point calibration check from sensor to GUI.
- Gas Detection Sensors: Perform sensor calibration per manufacturer SOP with applied testing gas.
- Sensors that cannot be recalibrated and/or are failed shall be replaced on a T&M basis.
- Documentation of calibration shall be provided to OWNER on calibration forms that match those executed during the initial validation of the system. Original certificates shall be kept at OWNER.
- Copies of applicable calibration SOPs shall be provided to OWNER for review and applicable regulatory purposes.

- Critical Environment Safety / Containment Review:** Strict operational guidelines are required and enforced for critical laboratory and clean room spaces that specify the HVAC control, design and protection strategies required to maintain laboratory/clean room certification. The Alerton system controls the central mechanical equipment and terminal boxes required to maintain a safe and functional laboratory / clean room.

A properly functioning automation system is required for the correct operation of the laboratory environment and to maintain accurate electronic records of laboratory operation. Syserco shall develop customized trending logs that will document and record the lab pressures (and/or relative humidity and/or temperature) and set points. The documented findings from these logs shall be presented in a report format to the key site personnel and reviewed during the presentation of the Energy Management System Dashboard.

Review and analysis of Critical Environment parameters shall be performed on the following systems on a **SEMI-ANNUAL** basis as follows:

- Development of Trendlogs for Lab Pressure Set point
- Development of Trendlogs for Lab Pressure readings
- Trendlogs will be set for 10 minute intervals.
- Maintaining desired negative pressure is critical to the operation of the labs and safety of the employees and shall be closely monitored.
- Syserco will review and analyze trend data to help identify root cause of any deviations.
- Specific mechanical/control items that shall be reviewed include:
 - control damper actuator failure/loose actuators

Training Services

At Syserco, we believe in empowering our customers with the knowledge and skills needed to fully leverage the power of the Alerton EMCS system. An essential element of this is to provide training and support that will enable building owners to become self-sufficient; thus allowing them to maintain, operate, program, and configure their own Alerton system. In order to accomplish the goal of empowering our customers, Syserco provides training programs that can be tailored to meet the specific needs and goals of each client.

Training programs include multiple coursework options, including formal factory training at either our local training facility in Fremont, CA (Syserco HQ) or in Redmond, WA (Alerton HQ), self-paced online training via the web, and/or customized onsite training at our client's facility. Each course includes the same curriculum our technicians and engineers receive and will enrich your knowledge of Alerton, building systems, and networking. In all, Syserco believes that empowering our clients through comprehensive training will only strengthen and broaden our valued partnership.

As part of our partnership, the following training is available at a discounted cost but not included:

- Alerton Factory Training:** Syserco offers our customers the opportunity to attend formal factory-certified classroom training to ensure that your staff is fully proficient in utilizing your significant investment in Alerton Technology. This training is provided at the Alerton Corporate training facility in Redmond, WA. You have the option to select any training class from the Training directory. This proposal includes X (X) seats in the following courses:
 - BACtalk DDC Programming (BT 400, 4-day training course)
 - BACtalk Systems Networking (BT 500; 4-day training course)

- Local Classroom Training (Fremont):** Syserco offers our customers the opportunity to attend local, formal classroom training to ensure that your staff is fully proficient in utilizing your significant investment in Alerton Technology. This training is a three-day course on Ascent Compass and is provided at our local training facility in Fremont, CA. This proposal includes 2 per year in the Field Level Troubleshooting seminar (CUST-1003), designed for students with a working knowledge and familiarity with Alerton BACnet software.

- E-Learning Training:** Syserco and Alerton offer online courses on topics such as HVAC Fundamentals, System Operations, and System Networking. Each module is a self-paced comprehensive e-learning experience that introduces an operator to the Alerton EMCS hardware and software. This proposal includes X (X) courses of the following:
 - HVAC Fundamentals
 - Ascent Basics (BT e100)
 - Alerton Certified Engineer (ACE; 12 weeks online, 1 week in-class training course)
 - ACE – Engineering and Commissioning Exam (EC; 12 weeks online, 1 week in-class training course)
 - ACE – Programming Exam (PG; 12 weeks online, 1 week in-class training course)
 - Network Basics (NT e100)
 - BACnet (BT e500)

- Onsite Training:** Through delivery of individualized Onsite Training Classes we will introduce, review and reinforce the skills of your staff resulting in better utilization of the Energy Management System installed in your facility. Classes will be customized to meet the specific needs of your operators and your facility. This proposal includes X (X) one day classes.

For more information on training visit: <http://www.syserco.com/training.html>

Remote Monitoring & Response Services

Remote Monitoring and Response – DAILY BMS Monitoring:

To augment your staff, Syserco shall proactively monitor the function and operation of the Alerton Energy Management System through daily remote access of the system providing critical alarm monitoring via a client machine located in Syserco's Call Center. This service is provided Monday through Friday during standard working schedules and excludes holidays.

- Any discrepancies or areas of concern will be noted and we shall implement an email report of zones out of set point and alarms from the system on a daily basis to the designated responsible site personnel.
- We will provide remote technical troubleshooting support to resolve alarms issues on a time and material basis at our discounted labor rates.
- Should an alarm require on site attention to resolve, we shall open a Service Ticket and dispatch a service specialist to address and repair the system upon authorization from your team.

Remote Monitoring and Response - Receive and Respond to Critical Alarms:

Syserco shall provide reactive monitoring of the system operation for specific alarms or request for support from your team. This will include first line response to issues that arise at the site and include an initial remote service to determine if the concern is controls or mechanical related.

- Any Mechanical discrepancies or areas of concern will be noted and we shall implement an email report of zones out of set point and alarms from the system to the designated responsible site personnel.
- Should an alarm require on site attention to resolve a controls concern, we shall open a Service Ticket and dispatch a service specialist to address and repair the system upon authorization from your team.
- We will provide remote technical troubleshooting support to resolve alarms issues on a time and material basis at our discounted labor rates.
- Call in request for troubleshooting support shall be provided with the floor number and zone name (thermostat number.)

Remote Monitoring and Response - System Monitoring:

To augment your staff, Syserco shall monitor the function and operation of the Alerton Energy Management System through daily remote access of the system providing critical alarm monitoring via a client machine located in Syserco's Call Center.

Any discrepancies or areas of concern will be noted and we shall implement an email report of zones out of set point and alarms from the system on a daily basis to the designated responsible site personnel.

Remote Monitoring and Response - Prepare Trend Reports:

Syserco shall provide and deliver a **monthly** master trend report to include system operational data for the following trendlog points:

- ZONE LEVEL TRENDS
- FAN COILS
- AHUs
- EXHAUST FANS

- CONDENSATE SENSORS
- RAINWATER SYSTEM
- HW SYSTEM
- CHW SYSTEM
- CW SYSTEM

Remote Monitoring and Response - Receive and Respond to Critical Alarms:

Syserco shall monitor system operation as described above and will provide remote technical troubleshooting support to resolve alarms issues on a time and material basis at our discounted labor rates. Should an alarm require on site attention to resolve, we shall dispatch a service specialist to address and repair the system upon authorization from your team.

Report Monitoring Observations:

Syserco shall provide a **monthly** summary overview of our findings from the BMS Monitoring, Critical Alarms and Responses to Alarms, and Trendlogs and deliver these to the designated responsible site personnel.

Emergency Response Services

Technical Support / Online Response: Syserco provides our Service Agreement customers with access to a Service Response Center staffed with Factory – Trained Alerton Service Technicians during Normal Working Days between the hours of 7 AM and 4 PM. This service provides you with a direct line to skilled technicians who can provide you immediate assistance in analyzing problems and recommending solutions via telephone, modem or Internet connection to your facility. This service often eliminates the need for costly emergency onsite visits, saving you time and money.

(This agreement includes online response to assist with emergencies and troubleshooting based upon historical usage for this and similar facilities. In the event usage exceeds historical norms, Syserco reserves the right to adjust pricing to reflect actual usage.)

- The direct phone number for the **Service Response Center is 877-360-3637.**

Priority Response Time: As a Service Agreement customer, you will be given priority for “emergency” calls over non Service Agreement customers. The guaranteed response time you have selected is identified below.

Premium Emergency Coverage: To reduce the costs and disruptions of system issues, we will provide Emergency Response within the following windows:

- Response window 24 hours per day. 7 days per week.
- Online/Phone response time within 2 hours.
- If a site visit is required, we will be onsite within 4 hours.
- For after-hours support you are provided a direct line to the on-call technician.
- **The After Hours number is (877) 360-3637.**

Standard Emergency Coverage: To reduce the costs and disruptions of system issues, we will provide Emergency Response within the following windows:

- Response window 7 AM to 4 PM regular Business Days.
- Online/Phone response within 4 hours.
- If an emergency site visit is required, we will be onsite by the Next Business Day for calls received prior to 1PM.

Non-emergency issues as determined by your staff and ours, will be scheduled for the next available business day.

Labor and materials for all Emergency onsite response that occurs outside of normally scheduled service visits will be billed at your discounted T&M rate.

Repair & Replacement Services

T&M System Coverage:

- Response to system failures will be on a Time and Materials basis at the preferred Service Agreement rates.
- Coverage window and response times are as per the coverage selected under "Emergency Response Services".
- All Labor is performed on a Time and Materials basis.
- All Material replacement is performed on a Time and Materials basis.

Service Delivery & Discounts

At Syserco, we are focused on providing the highest levels of customer service and support. To achieve this, we have implemented a multi-tiered approach to service and quality assurance to ensure we deliver on this goal.

Dedicated Service Team: Syserco assigns a dedicated team to manage your complete service experience. This team consists of an Account Manager, a Service Account Engineer and at least two technicians. This dedicated Factory – Trained Service Team not only knows Alerton systems, but they know your site and its standards. Because of this knowledge we can quickly diagnose and solve control problems, thus saving hours of labor that would be required by someone less familiar with your Alerton system.

Quality Assurance: To ensure that our services are of the highest quality, Syserco utilizes a structured Quality Assurance and Customer Satisfaction System. Our team will meet with you on a regular basis to discuss our performance and your satisfaction with the services provided. These regular meetings are augmented with a formal "Customer Satisfaction Score Card" where you are given a chance to give direct feedback on the service you are provided.

Service Work-Order Documentation: All scheduled service visits include complete documentation of the services provided, findings of the technician and recommendations for improvement. Unscheduled service visits (T&M or Emergency response) will be documented by a work order form detailing the services performed, materials used and hours spent.

Documentation Library: Syserco maintains a master document library that includes information on your system configuration, hardware installation, sequences of operations and system software. This information is available to our technicians for use in responding to questions and service requests.

Discount on Labor: As a Service Agreement customer you are entitled to a **20% discount** off of our standard non service agreement Time & Material labor rates. These hourly rates apply to work beyond the scope of your Service Agreement, including system modifications, emergency response, additional training, etc. Labor rates are published and revised annually.

2018 T&M Rates - Bay Area (Service Agreement, 20% Discount):

Trade	Straight Time	Overtime	Double Time
Service Technician	\$176	\$246	\$325
Service Account Engineer	\$193	\$270	\$357
Sr. Automation Engineer	\$198	\$277	\$366

Discount on Material: As a service contract customer you will receive a **60% discount** off the Alerton published list price schedule for parts and software sales and a **55% discount** off the Belimo list price schedule.

EPARTS online Parts Store Account - Syserco's parts store provides access to valves, actuators, sensors and more from hundreds of manufacturers including Belimo, Johnson Controls, and Siemens! With over 100 million parts and a dedicated technical support hotline, find all the parts your facility needs to maintain its energy efficiency at our one-stop shop E-parts website.

Dedicated Service Team

A major benefit of a Syserco Service Agreement derives from having our Factory-Trained Alerton professionals familiar with your facility and its systems. The Service Team assigned to your facility are specialists in maintaining and troubleshooting your significant investment. This team includes an Account Manager, a Service Account Engineer and Primary and Secondary Service Technicians.

The following team will be dedicated to providing services within your facility:

- **Vice President of Service Operations: (Nick Lombardo)** The Vice President of Service Operations is a key member of the executive team responsible for overseeing the daily operation of the entire service support team. They manage the team of technical support professionals to ensure we are providing our best customer satisfaction while we deliver world class support services to our service support program clients
- **Service Account Executive: (Jim Carrel)** Your Service Account Executive works with you and your team to identify your strategic business objectives and craft custom solutions to help you meet them. They work with the Syserco Service Team to ensure service is provided in accordance with this contract and that it continues to meet your needs. Annually, the Account Executive will conduct a formal review of this agreement with your staff to discuss the services performed during the past year, to recommend improvements and options to enhance system performance, resolve operational problems, and modify our offerings as necessary to meet your changing needs and objectives.
- **Service Account Engineer/Manager:** The Service Account Engineer/Service Account Manager is a core member of the executive team responsible for building on top of our existing support offerings and delivering a consistent and high level of customer loyalty. They are a technical resource who understands the nuances of working at your site, assists with scheduling the service specialists, and works with the team and your staff on incremental system / facility improvements and upgrades. The Service Account Engineer/Service Account Manager is responsible to ensure service is provided in accordance with this contract and to continually consult with you and your staff regarding your objectives and to assist in developing a plan to reach them.
- **Primary Service Technician:** Your Primary Service Technician is a Factory – Trained Alerton Technician. They are made familiar with your site, its systems and its procedures. They are assigned to execute your Preventative Maintenance Routines, Operator Coaching and other contracted services.
- **Secondary Service Technician:** To ensure depth of coverage, Syserco assigns a Secondary Technician who is cross-trained by the Primary Technician in the specific intricacies of your site. In the event your Primary Service Technician is unavailable to provide scheduled service due to sickness, vacation, etc. the Secondary Technician acts as a backup to provide you seamless, continuous coverage.

Quality Assurance

The entire Syserco Team is focused on delivering the highest quality Systems and Services to our customers. To help us measure our ability to meet your requirements and to provide concrete feedback on our performance, the following are the agreed-upon performance criteria that will be used to determine if we are meeting your expectations. Measurements will be taken on an **annual** basis.

Customer Satisfaction Score Card Example:

5 = Extremely Satisfied		4 = Satisfied		3 = Neutral		2 = Unsatisfied		1 = Extremely Unsatisfied			
Please select a minimum of three criteria in which Syserco's performance will be evaluated for this Service Agreement							Circle your answer				
1)							1	2	3	4	5
2)							1	2	3	4	5
3)							1	2	3	4	5
4)	Overall, how satisfied are you with Syserco's ability to meet your needs and expectations on this service agreement?						1	2	3	4	5

Additional Comments:

Syserco Employee Name

Customer Name

Date

Signature Page & Pricing Summary

By and Between:

Syserco Inc.
215 Fourier Avenue
Fremont, CA 94539

Oakland Unified School District
55 High Street
Oakland, CA 94601

Syserco shall provide the services as outlined in this proposal dated **3/15/2018** and the following Terms and Conditions.

Services shall be provided at: the **OUSD Facilities** listed in Schedule A and will be effective April 1, 2018. The first annual term will begin April 1, 2018 and end June 30, 2019. Each subsequent year commences on July 1st of that year with an end date of June 30th of the following year.

The proposed pricing for these features is based upon a three year program, billed semi-annually in advance. This agreement shall remain in effect for an original term of three (3) years beginning date and from year to year thereafter.

This agreement may be modified at any time during the program period to meet the changing needs of your facility with a 60 day written notice to Syserco.

Agreement Pricing:

Item	Year 1	Year 2	Year 3
Service Support Program	\$55,298	\$57,233	\$59,237
Option 1	\$0	\$0	\$0
Total	\$55,298	\$57,233	\$59,237

Billing Cycle: Annual in advance. Semi-Annual in advance. Quarterly in advance.

Prices quoted in this proposal are valid for 30 days. By signature below this proposal is hereby accepted, Customer agrees to enter into the Service Agreement (as described in the attached Terms and Conditions), and Syserco is authorized to proceed with the work.

<p>Accepted By: Oakland Unified School District 55 High Street Oakland, CA 94601</p>		<p>Submitted By: Syserco Inc. 215 Fourier Ave. Fremont, CA 94539</p>	
<p>Approved by (Signature): _____</p>	<p>Submitted by (Signature): _____</p>	<p>Approval Name: _____</p>	<p>Name: _____</p>
<p>Approver Title: _____</p>	<p>Title: _____</p>	<p>Approval Date: _____</p>	<p>Date: _____</p>



SYSERCO-01

SPRIOR

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 03/01/2018

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 have ADDITIONAL INSURED provisions or 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 License # 0G66614 One Risk Group, LLC DBA: One Risk Management & Insurance Services 5976 W. Las Positas Blvd., Suite 100 Pleasanton, CA 94588	CONTACT NAME: Shannon Prior PHONE (A/C, No, Ext): (925) 226-7360 FAX (A/C, No): (925) 226-7389 E-MAIL ADDRESS: sprior@oneriskgroup.com														
INSURER(S) AFFORDING COVERAGE															
INSURED Syserco, Inc. 215 Fourier Avenue Fremont, CA 94539	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : National Fire Insurance Co of Hartford</td> <td style="text-align: center;">20478</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C : Berkshire Hathaway Homestate Ins Co</td> <td style="text-align: center;">20044</td> </tr> <tr> <td>INSURER D : Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A : National Fire Insurance Co of Hartford	20478	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : Berkshire Hathaway Homestate Ins Co	20044	INSURER D : Continental Casualty Company	20443	INSURER E :		INSURER F :	
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	5095094915	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6017012588	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ZUP-21N88500-18-NF	03/01/2018	03/01/2019	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	SYWC923468 - CA, OR	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <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
D	Installation Floater			6012450485	03/01/2018	03/01/2019	Per Occurrence \$ 1,200,000

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

RE: Oakland Unified School District Service Agreement Job: Various Locations

The certificate holder its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers are additional insureds per the attached endorsement. Waiver of Subrogation applies per the attached endorsements. Primary wording applies per the attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

 Oakland Unified School District
 955 High Street
 Oakland, CA 94601

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

AUTHORIZED REPRESENTATIVE



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations** hazard, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS
1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury – Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Broadened Liability Coverage For Damage To Your Product And Your Work
7. Contractual Liability - Railroads
8. Electronic Data Liability
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury – Exception for Reasonable Force
11. General Aggregate Limits of Insurance – Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16. Liquor Liability
17. Medical Payments
18. Non-owned Aircraft Coverage
19. Non-owned Watercraft
20. Personal And Advertising Injury – Discrimination or Humiliation
21. Personal And Advertising Injury - Contractual Liability
22. Property Damage - Elevators
23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs



Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury or property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.



Contractors' General Liability Extension Endorsement

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.



Contractors' General Liability Extension Endorsement

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or



Contractors' General Liability Extension Endorsement

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.
6. **BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**
- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. **Damage to Your Product**

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. **Damage to Your Work**

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

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
 - (a) fire;
 - (b) smoke;
 - (c) collapse; or
 - (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:



Contractors' General Liability Extension Endorsement

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion p. **Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or



Contractors' General Liability Extension Endorsement

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if **damages** are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:



Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Expected or Intended Injury

Bodily Injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

CNA74705XX (1-15)
Page 8 of 17

Policy No: 5095094915
Endorsement No: .
Effective Date: 03/01/2018

Insured Name:

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Contractors' General Liability Extension Endorsement

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and
- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:
- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).
 - ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.
 - iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.
- C. **DEFINITIONS** is amended to:
- i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

 - a. **professional health care services** on behalf of the **Named Insured** or
 - b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.



Contractors' General Liability Extension Endorsement

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance



Contractors' General Liability Extension Endorsement

b. Excess Insurance

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or



Contractors' General Liability Extension Endorsement

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

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

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

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:



Contractors' General Liability Extension Endorsement

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(a)(ii) of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: @@@@; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

This Paragraph B. does not apply to medical expenses incurred in the state of Missouri.

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.



Contractors' General Liability Extension Endorsement

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
- (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or



Contractors' General Liability Extension Endorsement

- attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and

B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.



Contractors' General Liability Extension Endorsement

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amend to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) Insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:



Contractors' General Liability Extension Endorsement

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision **C.** is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.



D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: Syserco, Inc..

Endorsement Effective Date: 03/01/2018

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM
OR WHICH YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS
WAIVER FROM US. YOU MUST AGREE TO THAT
REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

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

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

BLANKET WAIVER

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium
All CA Operations	7347.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/01/2018

Policy No. SYWC923468

Endorsement No.

Insured

Premium \$

Insurance Company Berkshire Hathaway Homestate Ins Co

Countersigned by _____



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Building & Grounds District Wide	Site	988
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	Syserco	Agency's Contact	Jim Carrel		
OUSD Vendor ID #	V059188	Title	President		
Street Address	215 Fourier Ave	City	Fremont	State	CA
Telephone	510-498-1171	Policy Expires			
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 #	PR1802				

Term

Date Work Will Begin	6-28-2018	Date Work Will End By (not more than 5 years from start date)	6-31-2021
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$171,768.00 <i>for 3 year period</i>
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
8150	Fund 01/RRMA	9889000808	5670	\$171,768.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Buildings and Grounds	Signature	<i>Charles Smith</i>		
		Date Approved	6/1/18		
2.	General Counsel, Department of Facilities Planning and Management	Signature	<i>Blair Johnson</i>		
		Date Approved	6/1/18		
3.	Deputy Chief, Facilities Planning and Management	Signature	<i>Jew</i>		
		Date Approved	6-1-18		
4.	Senior Business Officer, Board of Education	Signature			
		Date Approved			
5.	President, Board of Education	Signature			
		Date Approved			