

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	14-2507
Introduction Date	1-14-2015
Enactment Number	15-0030
Enactment Date	1/14/15



# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
 By: Mia Settles-Tidwell, Chief Operations Officer  
 Timothy White, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** January 14, 2015

**Subject** Independent Consultant Agreement for Special Services - Syserco - Division of Facilities, Planning and Management Project

**Action Requested** Approval by the Board of Education of an Independent Consultant Agreement for Special Services with Syserco for Building Automation Services on behalf of the District at the Division of Facilities, Planning and Management Project, in an amount not-to exceed \$76,701.00. The term of this Agreement shall commence on January 14, 2015 and shall conclude no later than April 14, 2017.

**Background** The District has elected to have Syserco to perform Building Automation Services.

**Local Business Participation Percentage** 0.00% (Specialty Service)

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

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

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

**Recommendation**

Approval by the Board of Education of an Independent Consultant Agreement for Special Services with Syserco for Building Automation Services on behalf of the District at the Division of Facilities, Planning and Management Project, in an amount not-to exceed \$76,701.00. The term of this Agreement shall commence on January 14, 2015 and shall conclude no later than April 14, 2017.

**Fiscal Impact**

Developer Fee

**Attachments**

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

OAKLAND UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES ENVIRONMENTAL SERVICES

Division of Facilities Planning and Management Project

This Independent Contractor Agreement for Special Services ("Agreement") is made as of the 15th day of October in the year 2014, between the Oakland Unified School District ("District") and Syserco ("Contractor") (referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

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

WHEREAS, the Contractor 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. The Contractor shall furnish to the District the services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work"):

The scope of the project includes the following services:

- Customer Support Services
• Energy & Sustainability Services
• System Support Services
• Software Obsolescence Protection Support Services
• Consulting / Training Support Services
• Repair and Replacement Services
• Emergency Response Support Services

2. Term. Contractor shall commence providing services under this Agreement on January 14, 2015, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on April 14, 2017. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.

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

- x Signed Agreement
x Insurance Certificates & Endorsements
N/A Bonds (as requested by District)
Debarment Certificate
x Workers' Compensation Certificate
NA W-9 Form
X Other: Fingerprinting

4. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in Exhibit "A," on an hourly basis and a per-item basis, as applicable, and up to a maximum amount

**not-to-exceed Seventy-six thousand, seven hundred and one dollars (\$76,701.00).**

District shall pay Contractor only for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work. Expenses will not be charged on the Work above the maximum not-to-exceed amount of NA (\$0.00). Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.
6. **Materials.** Contractor 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.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Contractor 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 Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Termination.**
  - 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
  - 11.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of

termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

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

11.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

11.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

11.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

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

### 13. **Insurance.**

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

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

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

13.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

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

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

13.2.1. 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."

13.2.2. 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.

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

13.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

13.3. **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.

14. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
15. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, 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 Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
16. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
17. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor

to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

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

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

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

23. **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.

24. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

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

26. **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 93539

**Attn: Tadashi Nakadegawa**

Tel: 510-535-7038

**Contractor**

Syserco  
215 Fourier Blvd.  
Fremont, CA 93539

**Attn: Heather Kaplan**

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.

27. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE Program).** Contractor shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the

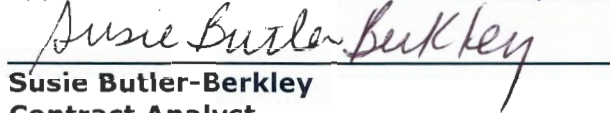


District's L/SL/SLRBE Program can be obtained on the District website, at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

28. **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.
29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.
30. **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.
31. **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.
32. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:**

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

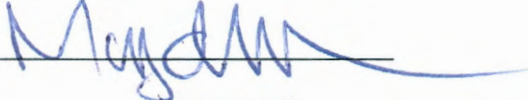


*Susie Butler-Berkley*

**Susie Butler-Berkley**  
**Contract Analyst**

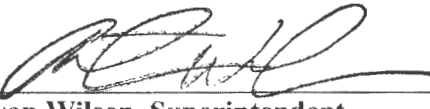
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**Consultant:**

Date: November 6, 2014  
By:   
Print Name: Majd Khleif  
President  
Title: \_\_\_\_\_

**OAKLAND UNIFIED SCHOOL DISTRICT**

By:   
James Harris  
President, Board of Education  
Date: 1/15/15

By:   
Antwan Wilson, Superintendent,  
Secretary of the Board Secretary  
Date: 1/15/15

By:   
Timothy E. White, Deputy Chief,  
Facilities Planning and Management  
Date: 12/11/14

By:   
Cate Boskoff, Facilities Legal Counsel  
Date: 12-10-14

File ID Number: 14-2507  
Introduction Date: 1/14/15  
Enactment Number: 15-0030  
Enactment Date: 1/14/15  
By: O.A.

**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: m.perez@syserco.com

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

94-2209546:

Employer Identification and/or Social Security Number

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

**Attachment A**  
**Scope of Services**

**Oakland USD**

27 Sites w/ Alerton Controls

Covered in this contract agreement

**EXHIBIT A**

**Building Automation Service Agreement**

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*Service Solutions for your Alerton System*



Presented to: Charles Smith

Presented by: Heather Kaplan

Presentation Date: 6/24/14

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## Executive Summary:

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Oakland Unified School District has recently completed construction of their new Oakland High School as well as two other sites within the School District that function on the Alerton Energy Management Controls System; which are Urban Promise Academy and Garfield Elementary School. These buildings have been built to house and support learning environments and functions critical to the business success of Oakland Unified School District.

Oakland Unified School District believe in sharing common goals of universal college and workplace readiness, quality public schools in every neighborhood, clean and safe learning environments, service excellence across the District, and equitable outcomes for all students.

To control and monitor the complex mechanical systems that ensure clean & safe working environments, and student comfort & safety, Oakland Unified School District has installed a state of the art Alerton Building Automation System. This significant investment in controls monitors and alarms which are all aspects of the facility's operation.

The purpose of this proposal is to provide Oakland Unified School District a flexible program that will provide the short and long-term support needed to insure your facility operates at peak efficiency with minimum downtime. This Service Agreement has been customized to meet your Facility's unique requirements as reviewed with Charles Smith of OUSD.

The major components of this program include:

- ✓ Annual Preventative Maintenance Routines
- ✓ Owner Directed On Site Support – 8 Days
- ✓ Unlimited Online Technical Support
- ✓ Discount on material
  - 60% off of Alerton
  - 55% off of Belimo
- ✓ Reduced labor rates
  - 20% off Syserco Labor Rates
- ✓ Dedicated Project Team with Primary and Secondary Technicians, Account Manager and Account Engineer
- ✓ Next Business Day Emergency Response
- ✓ Onsite Coaching/Training

Specifically the implementation of this program will accomplish the following:

- ✓ Increased Teacher & Student Comfort
- ✓ Increased Operator Efficiency
- ✓ Decreased Un-Planned Maintenance Costs
- ✓ Decreased Energy Usage
- ✓ Reduced System Down-Time
- ✓ Reduced Teacher/Student Complaints
- ✓ Increased Teacher/Student Safety
- ✓ Increased Protection of Critical Environments

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



## **Proposed Solution:**

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The implementation plan for your Service Agreement will include the following services to be provided on the equipment contained within Oakland USD.

### **System Support Services:**

**Preventative Maintenance** is a critical component to protecting your significant investment and to ensure that your facility operates at peak efficiency with minimum downtime. The Preventative Maintenance routines as defined within this section shall be executed on an annual basis 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 Facilities personnel by Syserco's Service Account Engineer.
- Preventative Maintenance Action Implementation:** After reviewing the Preventative Maintenance recommendations with your designated representative, Syserco will provide **8(Eight)** man-days of labor for each PM period (8 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 an 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.

#### **Perform System Analysis of Server (Mainframe Servers):**

- 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.
- 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.

#### **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.

## **Proposed Solution:**

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### **(System Support Services Continued)**

#### **Verify Device Communication:**

- All Global Controller and VLC/TUX 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 issue.

#### **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 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 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.

## **Proposed Solution:**

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### **(System Support Services Continued)**

#### **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.

## **Proposed Solution:**

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### **Customer Support 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 one **(1) day** 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 be:

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

## Proposed Solution:

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### System Coverage Support Options (Repair and Replacement Services)

To help you control and plan your operating budget, Syserco provides the option for extended Repair and Replacement Coverage on all your Building Automation components and sensors. The option you have selected is checked below.

**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.

## Proposed Solution:

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### Emergency Response Support 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.

**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 as opposed to the higher Non-Service Agreement customer rates.

## Service Delivery and 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.

2014 T&M Rates Greater - Bay Area (No Service Agreement):

Trade	Straight Time	Overtime	Double Time
Service Technician	\$194	\$278	\$352
Service Account Engineer	\$207	\$297	\$376
Sr. Automation Engineer	\$216	\$318	\$403

2014 T&M Rates Greater - Bay Area (Service Agreement. 20% Discount):

Trade	Straight Time	Overtime	Double Time
Service Technician	\$155	\$222	\$330
Service Account Engineer	\$166	\$238	\$361
Sr. Automation Engineer	\$172	\$254	\$403

**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.

## Project Team:

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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:

- **Heather Kaplan - Account Manager:** Your Account Manager works with you and your team to identify your strategic business objectives and craft custom solutions to help you meet them. She works 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 Manager 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.
- **Mathew Jaeger – Service Account Engineer:** The Service Account Engineer is directly responsible for the delivery of your service agreement content. They are a technical resource who understands the nuances of working at your site, schedules the technicians and works with you and your staff on incremental system / facility improvements and upgrades. The Service Account Engineer is responsible to ensure service is provided in accordance with this contract and to continually consult with you and your staff regarding your objectives.
- **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 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.





## Signature Page / Pricing Summary:

### By and Between:

Syserco Inc, 215 Fourier Avenue Fremont, CA 94539	Oakland Unified School District 955 High Street Oakland, CA
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Syserco shall provide the services as outlined in the attached proposal dated **06/24/14** and the attached Terms and Conditions.

Services shall be provided at: **27 Sites within Oakland USD w/ Alerton controls system installed**  
(Downtown Ed Bldgs. have their own service agreement & stand-alone those sites are not included in this contract per the direction of Maintenance)

The proposed pricing for these features is based upon a three year program, billed quarterly 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 - 7/01/14-06/30/15	Year 2 - 7/1/15-6/30/16	Year 3 - 7/1/16-6/30/17
Service Agreement	\$24,571	\$25,554	\$26,576

**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.

Accepted By: Oakland USD 955 High Street Oakland, CA	Submitted By: Syserco Inc. 215 Fourier Ave. Fremont, CA 94539
Approved by (Signature): _____	Submitted by (Signature): _____
Approval Date: _____	Submittal Date: _____
Approver Name: _____	Submitter Name: _____
Approver Title: _____	Submitter Title: _____
Customer Billing Address:	Approved By:
Oakland USD	(Signature): _____
955 High Street	Approval Date: _____
Oakland, CA	Approver Name: <b>Derek Eggers</b>
PO Number: _____	Approver Title: <b>CEO</b>

## TERMS AND CONDITIONS

The following terms and conditions are attached to and form an integral part of Syserco, Incorporated's Building Automation Service Agreement ("Proposal"). The portions of the Proposal relating to "Scope of Work" or any "Proposed Solution" (in either case, referred to herein as the "Proposed Solution"), the Signature Page/Pricing Summary, the List of Maintained Equipment, the Service Coverage report, together with these terms and conditions, are collectively referred to as the "Service Agreement."

### Article 1: General

1.1 a) The Service Agreement, when accepted in writing by the Customer and approved by an authorized representative of Syserco, Inc. shall constitute the entire, integrated, and exclusive agreement between the parties relating to this Service Agreement for the equipment and software identified in the List of Maintained Equipment ("Equipment") or the Service Coverage Report attached to this Service Agreement, and shall supersede and cancel all prior or contemporaneous agreements and understandings, written or oral, relating to the subject matter of the Service Agreement. The Service Agreement and any rights or obligations there under may not be assigned by either party without the advance written consent of the other.

(b) This Service Agreement shall not be modified except in writing, signed by an authorized representative of Syserco, Inc. Syserco Inc.'s performance under this Service Agreement is expressly conditioned on Customer's assenting to all of the terms of this Service Agreement. Any different or additional terms contained in any writing at any time submitted or to be submitted to Syserco Inc. by Customer relating to this subject matter are not part of and do not in any way effect, modify, amend, or waive the terms of this Service Agreement.

c) The terms and conditions set forth herein shall supersede, govern and control any conflicting terms of the Proposed Solution or the Proposal.

1.2 This Service Agreement shall automatically renew for successive one (1) year periods on the day of expiration of the Service Agreement on its terms, and every year thereafter, unless stated otherwise in the Service Agreement.

1.3 Either party may terminate or amend this Service Agreement by giving the other party at least sixty (60) days prior written notice of such amendments or intent not to renew.

1.4 This Service Agreement shall be governed by and enforced in accordance with the laws of the State of California.

1.5 During the term of, or within 180 days after the termination of this Service Agreement, Customer shall not (1) solicit any Syserco employee or (2) hire any Syserco employee who performed work under this between Customer and Syserco. Syserco represents, and Customer acknowledges, that Syserco has a substantial initial and on-going business investment and interest in its employees who perform services for Customer, and Customer acknowledges that it would be enriched by the hiring of a highly trained employee that Customer did not have to incur the cost to train. Syserco's training of such employee(s) can take up to three years of employment, during which time Syserco earns little, if any, return on its investment in the employee(s) since they cannot be deployed separately and must be accompanied and overseen by appropriately trained senior employees, and loss of such employee(s) represents a substantial lost opportunity cost to find replacement employee(s) and properly train and educate them to provide services to other Customers. Syserco's damages caused by Customer's breach of clauses (1) or (2), above, include the salary paid to train and educate its employee(s), as well as the lost opportunity costs, i.e., the inability to service customer accounts with a single trained and educated employee, during such training period. Liquidated Damages, not by way of penalty but by way of the Parties' reasonable estimate of the damage to be caused to Syserco by breach of clauses (1) or (2), above, shall be in the amount of the annual base salary times a multiplier of 1.30 (to cover the value of benefits provided) of the Syserco employee.

1.6 Customer will designate in writing a contact person with authority to make decisions for Customer regarding the Service Agreement. Customer will provide Syserco, Inc. with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for service received from a person located at Customer's premises will be deemed authorized by Customer, and Syserco, Inc. will, in its discretion, act accordingly.

1.7 Syserco, Inc. will be permitted to control and/or operate all Equipment necessary to perform the Service Agreement.

### Article 2: Equipment Testing, Inspection and Maintenance

2.1 The Customer represents that all Equipment is in satisfactory working condition. By the latter of the first thirty (30) days of this Service Agreement or the first scheduled inspection, Syserco, Inc. will have inspected all the Equipment listed for coverage.

2.2 If the Proposed Solution provides for maintenance, any repairs and replacements of Equipment are limited to restoring the proper working condition of such Equipment. Syserco, Inc. will not be obligated to provide replacement Equipment that represents significant capital improvement compared to the original (significant capital improvement compared to the original means any Equipment which has exceeded 25% of its expected useful life). Exchanged components become the property of Syserco, Inc.

### Article 3: Charges, Fees and Invoices

3.1 Payments to be made under this Service Agreement will provide for, and be in consideration of, only services specifically included under the Proposed Solution. All other services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency services performed at Customer's request, if inspection does not reveal any deficiency covered by this Service Agreement; (b) services performed other than during Syserco Inc.'s normal working hours; (c) additional services requested by Owner outside the scope of this Service Agreement; and (d) service performed on equipment not covered by this Service Agreement.

3.2 Invoices are due upon receipt. If any payment is not received when due, Syserco, Inc. may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation suspension or termination of services and acceleration of payments.

#### Article 4: Warranty/Claims

4.1 Syserco warrants: (a) that up to one year from either the date of this Service Agreement or the date the Equipment is installed under this Agreement, whichever first occurs, all equipment manufactured by Syserco, Inc. or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service; (b) Syserco labor for all services under this Service Agreement for 90 calendar days after the work is performed. Syserco's warranty shall not apply and is waived in the event of misuse, neglect, inadequate maintenance, or improper operation. Syserco's warranty is expressly limited to its own labor and the Equipment (and includes Syserco's labor for removal and reinstallation of the affected Equipment and subsequent testing of the replaced equipment). Syserco's warranty does not cover any other costs to get to the Equipment, removal and replacement or repair to the work of others or finishes, testing, inspection, consequential damages, indirect damages, loss of use, overtime or increased or additional labor costs, Customer's administrative expenses, or damages or losses of persons or entities other than Customer. Customer shall provide Syserco prompt and reasonable notice and opportunity to inspect and repair any allegedly defective work before undertaking to repair same by itself or with the assistance of others.

4.2 The limited warranties set forth in Section 4.1 will be void as to, and Syserco does not warrant for any reason, any Equipment (i) repaired, altered or improperly installed by any person other than Syserco, Inc. or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Syserco, Inc., the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of or any use of the Equipment after Customer has, or should have, knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by Syserco, Inc. or not bearing Syserco Inc.'s nameplate.

4.3 Syserco, Inc. will indemnify Customer from and against damages for personal injury or physical damage to property, but not loss of use of the property resulting from such damage or from damage to any work performed hereunder or for economic damages. Such indemnification shall be solely to the extent directly caused by Syserco, Inc or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with its performance of services hereunder, and then only for that part or proportion of any damage caused by Syserco. Syserco Inc's obligations under this indemnity provision shall not extend to damages arising out of or in any way attributable to the negligence of Customer or its agents, consultants or employees other than Syserco, Inc.

4.4 Customer will indemnify Syserco, Inc., from and against damages for personal injury or for Customer's or its employees', consultants', or agents' interference with, or disruption of, Syserco, Inc.'s performance of this Service Agreement. Such indemnification shall be solely to the extent directly caused by Customer or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with Syserco, Inc.'s. performance of services hereunder, and then only for that part or proportion of any damage caused by Customer.

4.5 Syserco, Inc's liability to Customer related to or arising out of this Service Agreement is expressly limited to actually incurred and direct losses, claims, expenses and damages. Syserco, Inc. shall in no event be responsible for incidental, consequential, punitive, exemplary or special damages, including without limitation lost profits, interest, damage to reputation, loss of use of capital, and/or lost business opportunities, whether arising in warranty, late or non-delivery of any Equipment or Services, tort, contract or strict liability, and regardless of whether Syserco, Inc. has been advised of the possibility of such damages. Syserco, Inc's liability shall not include any claim, loss, or damage related to or arising out of any failure to achieve or maintain any green building or environmental goals, points or incentives.

4.6 Attorney's Fees. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees shall be allowed to the prevailing party

#### Article 5: Customer Responsibilities

5.1 Customer will operate and maintain all Equipment in accordance with applicable manufacturer's specifications, including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of applicable law or of authorities having jurisdiction.

5.2 Customer will promptly notify Syserco, Inc. of any unusual operating conditions, system malfunctions or building changes that may affect the Equipment or any services.

5.3 Customer will provide Syserco, Inc. with reasonable means of access to the Equipment and shall make any necessary provisions to reach the Equipment and peripheral devices. Customer will be solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to such Equipment.

#### Article 6: Limitations of Maintenance or Service Obligations

6.1 Syserco, Inc. will not be responsible for the maintenance, repair or replacement of, or services necessitated by reason of: (a) non-maintainable, non-replaceable, or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. Syserco, Inc. assumes no responsibility for any service performed on any Equipment other than by Syserco, Inc. or its agents.

6.2 Syserco, Inc. shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, fuel, labor or materials.

6.3 Syserco, Inc. is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic action, chemical action or other reasons beyond its reasonable control.

6.4 Syserco, Inc. shall not be responsible for the removal or reinstallation of replacement valves, dampers, water flow and tamper switches required from pipes and duct work including any venting or draining systems.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/06/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 0G66614 1-925-226-7350 One Risk Management & Insurance Services, LLC  5976 W. Las Positas Blvd. Suite 100 Pleasanton, CA 94588 Jon Turner	CONTACT NAME: PHONE (A/C, No, Ext): 925-226-7350 FAX (A/C, No): 925-226-7380 E-MAIL ADDRESS: info@oneriskgroup.com														
INSURED Syserco, Inc.  215 Fourier Avenue  Fremont, CA 94539	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: VALLEY FORGE INS CO</td> <td>20508</td> </tr> <tr> <td>INSURER B: TRAVELERS PROP CAS CO OF AMER</td> <td>25674</td> </tr> <tr> <td>INSURER C: GREAT AMER INS CO</td> <td>16691</td> </tr> <tr> <td>INSURER D: CYPRESS INS CO</td> <td>10855</td> </tr> <tr> <td>INSURER E: CONTINENTAL CAS CO</td> <td>20443</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: VALLEY FORGE INS CO	20508	INSURER B: TRAVELERS PROP CAS CO OF AMER	25674	INSURER C: GREAT AMER INS CO	16691	INSURER D: CYPRESS INS CO	10855	INSURER E: CONTINENTAL CAS CO	20443	INSURER F:	
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**COVERAGES**

CERTIFICATE NUMBER: 42060498

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	5095094915	03/01/14	03/01/15	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 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS \$1000 comp <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1000 coll	X	X	DT-810-1E747119-TIL-14	03/01/14	03/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			TUU025539402	03/01/14	03/01/15	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	330006387-141	03/01/14	03/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Small Tools Floater/			6012450485	03/01/14	03/01/15	Per Occurrence 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS –  
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

**SCHEDULE (OPTIONAL)**

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

- A. Section II - Who Is An Insured** is amended to include as an additional insured:
  - 1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
  - 2. The particular person or organization, if any, scheduled above.
- B. The insurance provided to the additional insured is limited as follows:**
  - 1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
    - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
    - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
      - (1) The "written contract" requires you to provide the additional insured such coverage; and
      - (2) This Coverage Part provides such coverage.
  - 2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
  - 3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
    - a. The maximum permitted by law;
    - b. That required by the "written contract";
    - c. That described in **B.1.** above; or
    - d. That afforded to you under this policy,
 whichever is less.
  - 4. Notwithstanding anything to the contrary in Condition **4. Other Insurance** (Section **IV**), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or



any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

5. The insurance provided 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.

**C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.4. of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; 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 the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

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**CONTRACTORS' GENERAL LIABILITY EXTENSION ENDORSEMENT**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. The changes this endorsement makes do not apply with respect to any coverage that has been excluded or amended by another endorsement attached to this policy.

**SCHEDULE**

Coverage is summarized below. For particulars and limitations affecting each coverage, please refer to the corresponding policy provisions in the body of this endorsement.

<b>1. Additional Insureds</b> Seven additional insured extensions.
<b>2. Bodily Injury – Expanded Definition</b>
<b>3. Broad Knowledge of Occurrence/ Notice of Occurrence</b>
<b>4. Broad Named Insured</b>
<b>5. Broadened Liability Coverage For Damage To "Your Product" And "Your Work"</b> Limit: \$100,000.
<b>6. Contractual Liability – Railroads</b> Expanded definition of "insured contract."
<b>7. Contractual Liability For Personal And Advertising Injury</b>
<b>8. Electronic Data Liability</b> Loss of Electronic Data Limit: \$100,000.
<b>9. Expanded Personal And Advertising Injury - Discrimination Or Humiliation</b>
<b>10. Expected Or Intended Injury</b> Reasonable force – "bodily injury" or "property damage."
<b>11. General Aggregate Limits Of Insurance - Per Project</b>
<b>12. In Rem Actions</b>
<b>13. Incidental Health Care Malpractice Coverage</b>
<b>14. Joint Ventures/Partnership/Limited Liability Companies</b> Coverage for your interest in such terminated or ended organizations.
<b>15. Legal Liability/Alienated Premises/Borrowed Equipment Coverage</b> Extended perils. Default limit increased to \$500,000 for Damage to Premises Rented To You. \$25,000 limit for "property damage" to borrowed tools or equipment at a jobsite.
<b>16. Liberalization Clause</b>
<b>17. Liquor Liability Coverage Extension</b>
<b>18. Medical Payments</b> Limits increased to \$15,000. Reporting increased to three years from the date of accident.
<b>19. Non-owned Aircraft Coverage</b>
<b>20. Non-owned Watercraft</b> Increased to 75 feet.
<b>21. Primary And Non-Contributory To Other Insurance</b>
<b>22. Property Damage - Elevators</b>
<b>23. Supplementary Payments</b> Cost of bail bonds increased to \$5,000. Daily loss of earnings increased to \$1,000.
<b>24. Unintentional Failure To Disclose Hazards</b>
<b>25. Waiver of Subrogation - Blanket</b> Waiver of subrogation where required by written contract or written agreement.
<b>26. Wrap-Up Extension</b>



## 1. ADDITIONAL INSURED

SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs **A.** through **G.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement, provided the written contract or written agreement:

- i. Is currently in effect or becomes effective during the term of this policy; and
- ii. Was executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury" for which the additional insured seeks coverage.

However, we will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:

- a. The maximum permitted by law;
- b. Required in the written contract or written agreement;
- c. Afforded to you under this policy; or
- d. Described in the applicable paragraphs **A.** through **G.** below.

### A. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

1. Their financial control of you; or
2. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

### B. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

### C. Lessor - Equipment

1. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

### D. Lessor - Land

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

### E. Lessor - Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

### F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

### G. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises

you own, rent, or control 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.
2. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
3. This insurance does not apply to:
- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

A governmental permit which requires you to add the governmental entity as an additional insured will trigger this Provision 1. as if the permit were a written contract.

## 2. BODILY INJURY – EXPANDED DEFINITION

SECTION V – DEFINITIONS, the definition of "bodily injury" is changed to read:

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

## 3. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Condition 2. Duties in The Event of Occurrence, Offense, Claim or Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following provisions:

### A. BROAD KNOWLEDGE OF OCCURRENCE

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

### B. NOTICE OF OCCURRENCE

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

## 4. BROAD NAMED INSURED

- A. Any subsidiary or affiliate organization, other than a partnership, joint venture or limited liability company, in which a Named Insured specifically shown in the Declarations has management control, directly or through one or more subsidiary organizations, at the time of loss will qualify as a Named Insured but only if there is no other similar insurance available to such organization, nor similar insurance which would be available but for exhaustion of its limits. For the purpose of this provision, similar insurance means general liability or equivalent insurance, no matter whether its coverage is broader or narrower than that provided by this insurance. But if the only other similar insurance is for a "consolidated (wrap-up) program," then a subsidiary that qualifies as a Named Insured on such project-specific insurance can still qualify as a Named Insured on this insurance, but not for projects covered by the "consolidated (wrap-up) program."

[Please see Item 26.C. of this endorsement for the definition of "consolidated (wrap-up) program."]

- B. This endorsement does not apply to any organization for which coverage is excluded by another endorsement attached to this policy.
- C. Only for the purpose of this endorsement:

1. Management control means:
  - a. Ownership interest representing more than 50% of the voting, appointment, or designation power for the subsidiary organization's governing body; or
  - b. Having the right, pursuant to a written contract, or pursuant to the by-laws, charter, operating agreement, or similar document of a specifically shown Named Insured or controlled subsidiary organization to select, appoint, or designate a majority of the subsidiary organization's governing body. Such contract or document must have been created prior to the time of loss; or
  - c. Having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer and sell property held by a trust.
2. Governing body means the Board of Directors of a corporation.
3. Loss means:
  - a. The occurring of the "bodily injury" or "property damage"; or
  - b. The committing of the offense that caused the "personal and advertising injury."
- D. The insurance provided by this policy applies to Named Insureds when trading under their own names, or under such trading names or doing-business-as (DBA) names as any should choose to employ.

#### 5. BROADENED LIABILITY COVERAGE FOR DAMAGE TO "YOUR PRODUCT" AND "YOUR WORK"

- A. Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. 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 your 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 SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most we 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 your behalf by a subcontractor.

#### C. This Provision 5. Broadened Liability Coverage For Damage To "Your Product" And "Your Work" does not apply if an endorsement of the same name is attached to this policy.

#### 6. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of "insured contract" in SECTION V – DEFINITIONS 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 you or temporarily occupied by you 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 your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume 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.

#### 7. CONTRACTUAL LIABILITY FOR PERSONAL AND ADVERTISING INJURY

Under SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions is amended to delete exclusion e. **Contractual Liability**.

This provision 7. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

#### 8. ELECTRONIC DATA LIABILITY

A. Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended to delete exclusion p. **Electronic Data** and replace it with the following:

[This insurance does not apply to:]

**p. Electronic Data**

Damages arising out of 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, this exclusion does not apply to liability for damages because of "bodily injury."

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

Subject to 5. above, \$100,000 is the most we 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 the SECTION V – 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 purposes of the coverage provided by this endorsement, the definition of "property damage" in SECTION V – DEFINITIONS is replaced by the following:

**17. "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 Provision 8. **Electronic Data Liability** is part of, and not in addition to, that higher limit.

**9. EXPANDED PERSONAL AND ADVERTISING INJURY - DISCRIMINATION OR HUMILIATION**

A. SECTION V – DEFINITIONS is amended to add the following to the definition of "Personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

B. Under SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. **Exclusions** is amended to add the following additional exclusions:

[This insurance does not apply to:]

**Discrimination Relating To Room, Dwelling or Premises**

"Personal or advertising injury" caused by discrimination directly or indirectly related to 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.

**Fines Or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

This provision 9. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

**10. EXPECTED OR INTENDED INJURY**

Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions** is amended to delete exclusion a. **Expected or**

**Intended Injury** and replace it with the following:

[This insurance does not apply to:]

a. **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 you own or rent, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most we 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 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 Aggregate Limit or the General Aggregate Limit, 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," regardless of the number of locations involved will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- 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 SECTION III – LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

## 12. IN REM ACTIONS

Any action in rem against any vessel owned or operated by or for you, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

In rem is a term used to designate actions instituted against the thing, as distinct from actions against the person, which are said to be in personam.

## 13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

- A. With respect only to "bodily injury" that arises out of a "health care incident," COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY OF SECTION I – COVERAGES is amended to replace Insuring Agreement Paragraphs 1.b.(1) and 1.b.(2) with the following:
  - b. This insurance applies to "bodily injury" only if you are not in the business of providing professional health care services, and only if:
    - (1) The "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory." For the purpose of this insurance:

- (a) "Bodily injury" caused by a "health care incident" will be considered caused by an "occurrence"; and
  - (b) 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";
- (2) The "bodily injury" 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. With respect only to the insurance provided by this Provision 13., Exclusion 2.e. **Employer's Liability** of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, is amended to append the following:

Only for "bodily injury" not covered by other liability insurance (including state-sanctioned self insurance) available to the insured (or which would be available but for exhaustion of its limits), this exclusion does not apply to "bodily injury" that arises out of a "health care incident."

- C. SECTION V – DEFINITIONS is amended to add the following new definition:

"Health care incident" means a negligent act, error or omission by your "employees" or "volunteer workers" working on your behalf in the rendering of or failure to render professional health care services in any of the following capacities, or the related furnishing of food, beverages, medical supplies or appliances:

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



m. Provider of first aid or Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**D. SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2.** Exclusions is amended to add the following additional exclusions. These new exclusions apply only to this Incidental Health Care Malpractice Coverage:

[This insurance does not apply to:]

**Dishonesty or Crime**

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

**Clinical Trials / Product Testing**

Acts, errors or omissions that occur in the course of human clinical trials or product testing.

**Medicare/Medicaid Fraud**

Medicare or Medicaid fraud or abuse.

**Services Excluded by Endorsement**

Any "health care incident" for which coverage is excluded by endorsement.

**E. SECTION V – DEFINITIONS** is amended to add the following subparagraph to Paragraph f. of the definition of "insured contract":

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

(4) Under which you assume another's tort liability for "bodily injury" arising out of the rendering of or failure to render professional health care services.

**F. SECTION II – WHO IS AN INSURED** is amended to add the following provisions:

1. Your "employees" are insureds with respect to:

a. "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or while performing duties related to the conduct of your business; and

b. "bodily injury" to a "volunteer worker" while performing duties related to the conduct of your business;

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

2. Your "volunteer workers" are insureds with respect to:

a. "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business; and

b. "bodily injury" to an "employee" while in the course of the "employee's" employment by you or while performing duties related to the conduct of your business;

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

3. Paragraphs 2.a. (1)(a), (b) and (c) of SECTION II – WHO IS AN INSURED do not apply to "bodily injury" for which insurance is provided this Provision 13.

4. Paragraph 2.a.(1)(d) of SECTION II – WHO IS AN INSURED is deleted.

**G. With respect to the insurance provided by this Provision 13., the following is added to Paragraph 4.b.(1) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

To the extent this insurance applies, it is excess over any of the other insurance (including qualified self insurance), whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

**14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

**A.** The following is added to SECTION II – WHO IS AN INSURED:

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period, but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

a. Prior to the termination date of any joint venture, partnership or limited liability company;

b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; or

c. To a joint venture, partnership or limited liability company which is or was insured under a "consolidated (wrap-up) insurance program."

[Please see Item 26.C. of this endorsement for the definition of "consolidated (wrap-up) program."]

- B.** The last paragraph of SECTION II – WHO IS AN INSURED is deleted and replaced by the following:

Except as provided under the Contractors' General Liability Extension Endorsement or by the attachment of another endorsement (if any), 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.

**15. LEGAL LIABILITY/ALIENATED PREMISES/  
BORROWED EQUIPMENT**

- A.** Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. 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 you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to tools or equipment loaned to you. A separate limit of insurance applies to such tools or equipment that are damaged while being used in your operations.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises rented to you or temporarily occupied by you with the permission of the owner, or to the contents of premises rented to you 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 SECTION III – LIMITS OF INSURANCE.

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."

- B.** Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE the last paragraph of Paragraph 2. Exclusions is deleted and replaced by the following.

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

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

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

Subject to 5. above, \$25,000 is the most we will pay under Coverage A for damages arising out of any one "occurrence" because of "property damage" to tools or equipment loaned to you by others that occurs while the equipment is being used to perform operations.

- D.** Paragraph 6. Damage To Premises Rented To You Limit of SECTION III – LIMITS OF INSURANCE is replaced by the following:

**6.** Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most we will pay under SECTION – I – COVERAGE A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you 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 SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced by the following:

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

F. This Provision 15. does not apply if Damage To Premises Rented To You Liability under SECTION – I – COVERAGE A is excluded by endorsement.

#### 16. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

#### 17. LIQUOR LIABILITY

Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended to delete exclusion c. **Liquor Liability.**

This provision 17. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

#### 18. MEDICAL PAYMENTS

A. Paragraph 7. Medical Expense Limit, of SECTION III – LIMITS OF INSURANCE is deleted and replaced by the following:

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

- (1) \$15,000; or
- (2) The amount shown in the Declarations for Medical Expense Limit.

B. Paragraph 1.a.(3)(b) of SECTION I – COVERAGE C MEDICAL PAYMENTS, is replaced by the following:

(b) The expenses are incurred and reported to us 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.

#### 19. NON-OWNED AIRCRAFT

Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended such that exclusion g. **Aircraft, Auto or Watercraft** does not apply to an aircraft you do not own, 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 to you with a trained, paid crew; and
3. The aircraft does not transport persons or cargo for a charge.

#### 20. NON-OWNED WATERCRAFT

Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended to delete subparagraph (2) of exclusion g. **Aircraft, Auto or Watercraft** and replace it with the following.

[This exclusion does not apply to:]

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry persons or property for a charge.

#### 21. PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE

With respect to any person or organization that is an additional insured under this Coverage Part, the following is added to Paragraph 4. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If you have 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 we will not seek contribution from that other insurance. For the purpose of this Provision 21., the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

This Provision 21. does not apply in situations where the endorsement on this policy affording coverage to the additional insured specifies that this insurance is excess over any other insurance available to that additional insured.

#### 22. PROPERTY DAMAGE – ELEVATORS

A. Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended such that exclusion k. **Damage to Your Product**, and subparagraph (3), (4) and (6) of exclusion j. **Damage to Property** do not apply "property damage" that results from the use of elevators.

B. With respect only to the coverage provided by this endorsement, **Condition 4. Other Insurance** in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following subparagraph b.(1)(a)(v):

**4. Other Insurance**

**b. Excess Insurance**

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(v) That is Property insurance covering property of others damaged from the use of elevators.

**23. SUPPLEMENTARY PAYMENTS**

A. Under Section I – Supplementary Payments – Coverages A and B, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$5,000:

B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

**24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If unintentionally you should fail to disclose all existing hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

**25. WAIVER OF SUBROGATION - BLANKET**

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and 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.

**26. WRAP-UP EXTENSION: OWNER CONTROLLED INSURANCE PROGRAM, CONTRACTOR CONTROLLED INSURANCE PROGRAM 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 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 to this policy, then the following changes apply:

A. The following wording is added to the endorsement:

With respect to a "consolidated (wrap-up) insurance program" project in which you are or were involved, this exclusion does not apply to those sums you become legally obligated to pay as damages because of:

1. "Bodily injury," "property damage," or "personal or advertising injury" that occurs during your ongoing operations at the project, or during such operations of anyone acting on your 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. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following subparagraph 4.b.(1)(c) to Condition 4. **Other Insurance:**

[This insurance is excess over:]

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to you as a result of your being a participant in a "consolidated (wrap-up) insurance program," but only as



respects your involvement in that "consolidated (wrap-up) insurance program."

- C. SECTION V – DEFINITIONS is amended to add the following definition:

"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 single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and also includes their common areas and/or appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). 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 provision 26. 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.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE – GLASS
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
- J. PERSONAL EFFECTS
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

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.

## COMMERCIAL AUTO

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

COMMERCIAL AUTO

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**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 2.00 % of the total policy premium otherwise due on such remuneration.

The minimum premium for this endorsement is \$ 350.00

**Schedule**

**Person or Organization**

**Job Description**

ALL ORGANIZATIONS FOR WHOM THE WAIVER OF SUBROGATION IS ISSUED

ALL CALIFORNIA OPERATIONS

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 03/01/2014 Policy No. 3300063871-141 Endorsement No. 1

Insured SYSERCO, INC. Premium \$

Insurance Company  
Cypress Insurance Company

Countersigned by \_\_\_\_\_





## INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

### Project Information

<b>Project Name</b>	Division of Facilities Planning and Management	<b>Site</b>	918
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### Basic Directions

**Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.**

<b>Attachment Checklist</b>	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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### Contractor Information

<b>Contractor Name</b>	Syserco	<b>Agency's Contact</b>	Heather Kaplan		
<b>OUSD Vendor ID #</b>	V059188	<b>Title</b>	Project Manager		
<b>Street Address</b>	215 Fourier Blvd.	<b>City</b>	Fremont	<b>State</b>	CA
<b>Telephone</b>	510-498-1171	<b>Policy Expires</b>	3-1-2015		
<b>Contractor History</b>	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		
<b>OUSD Project #</b>	NA				

### Term

<b>Date Work Will Begin</b>	1-14-2015	<b>Date Work Will End By</b> <small>(not more than 5 years from start date)</small>	4-14-2017
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### Compensation

<b>Total Contract Amount</b>	\$	<b>Total Contract Not To Exceed</b>	\$76,701.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Changed Amount</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### 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
0000	Developer Fee	9189000817	6215	\$76,701.00

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Director, Facilities Planning and Management</b>	<b>Signature</b>	<b>Date Approved</b>	11/19/14	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>	<b>Signature</b>	<b>Date Approved</b>	12-10-14	
3.	<b>Deputy Chief, Facilities Planning and Management</b>	<b>Signature</b>	<b>Date Approved</b>	12/12/14	
4.	<b>Chief Operations Officer</b>	<b>Signature</b>	<b>Date Approved</b>	12/17/14	
5.	<b>President, Board of Education</b>	<b>Signature</b>	<b>Date Approved</b>		