

Maintenance Board Office Use: Legislative File Info.	
File ID Number	24-1971
Introduction Date	11-13-2024
Enactment Number	24-2030
Enactment Date	11/13/2024 CJH



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Marc White, Director, Buildings and Grounds Department
 Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management

Board Meeting Date November 13, 2024

Subject Agreement for Maintenance – Star Elevator, Inc. – Various Sites Elevator Wheelchair Repairs and Maintenance Project – Buildings and Grounds Department

Action Requested Approval by the Board of Education of the Maintenance Agreement by and between the District and Star Elevator, Inc. Belmont, CA., for the latter to provide maintenance labor, materials, and equipment repairs for the district's elevators and wheelchair lifts on an as-needed basis, for the Various Sites Elevator Wheelchair Repairs and Maintenance Project, in total amount of \$114,000.00, with work scheduled to commence on November 14, 2024, and scheduled to last until June 30, 2025, pursuant to the Agreement.

Discussion Contractor is providing maintenance services for the District’s elevators and wheelchair lifts on an as-needed bases. Price is at or below the \$114,500 threshold.

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of the Maintenance Agreement by and between the District and Star Elevator, Inc. Belmont, CA., for the latter to provide maintenance labor, materials, and equipment repairs for the district's elevators and wheelchair lifts on an as-needed basis, for the Various Sites Elevator Wheelchair Repairs and Maintenance Project, in total amount of \$114,000.00, with work scheduled to commence on November 14, 2024, and scheduled to last until June 30, 2025, pursuant to the Agreement.

Fiscal Impact Fund 010 Routine Repair Maintenance Account

- Attachments**
- Justification Form
 - Agreement, including Exhibits
 - Certificate of Insurance.
 - Routing Form



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every Agenda Contract.

Legislative File ID No. 24-1971

Department: Buildings and Grounds Department

Vendor Name: Star Elevator, Inc.

Project Name: District-Wide Various Sites

Project No.: 20015

Contract Term: Intended Start: November 14, 2024

Intended End: June 30, 2025

Total Cost Over Contract Term: \$114,000

Approved by: Marc White

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Star Elevator, Inc. was a direct selection, with no advantage to bidding

Summarize the services or supplies this contractor or vendor will be providing.

Star Elevator is providing maintenance support of the elevators and wheelchair lifts for the District at various sites.

Was this contract competitively bid? Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Star Elevator was a direct selection based on experience, expertise, and work currently and in the past for the district. Their price submitted was competitive and reasonable for the required repairs.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$114,500 or less (as of 1/1/24)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$114,500 (as of 1/1/24)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: _____

Maintenance Contract:

- Price is at or under the bid threshold of \$114,500 (as of 1/1/24)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- Star Elevator, Inc. is providing maintenance services and the price is at or under bid threshold of \$114,500

AGREEMENT FOR MAINTENANCE

THIS AGREEMENT is made and entered into this **14th day of November 2024** (“Contract”), by and between **Star Elevator, Inc.** (“Contractor”) and Oakland Unified School District (“District”). Contractor and District may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **Services.** At the request of the District, the Contractor shall furnish to the District the following maintenance services (“Services” or “Work”):

- **Elevator Maintenance Services, including any machinery/equipment fixture repairs, as described in more detail in Exhibit “A” attached hereto and incorporated herein.**

The Contractor is required to possess the following State of California Contractor Licenses, to be active and good standing throughout the term of the Contract:

- **C-11 – Elevator Installation**

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents. In addition, the Contractor and its Subcontractors shall

2. **Payment.** For services satisfactorily performed, District shall make payment to Contractor after receipt of properly documented and submitted applications for payment. Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.

Total payment under this Agreement shall not exceed **One Hundred Fourteen Thousand Dollars No/100(\$114,000.00)**.

3. **Site.** Contractor shall perform the Work at the District’s facilities (“Premises” or “Site(s)”) as follows:

- **Various Sites District-Wide**

The Project is the scope of Work performed at the Site.

4. **Contract Term.** All Work shall be diligently performed by Contractor as required or requested by District during a period of **twelve (12)** months from the date of the District’s governing board’s approval of this Contract (“Term”), commencing on November 14, 2024, with the anticipated date of completion on June 30, 2025.

5. **Insurance.**

a. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability, with	\$1,000,000 per occurrence;
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Products and Completed Operations Coverage	\$2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	\$1,000,000 per occurrence;
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$2,000,000

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District within ten (10) days after receipt of the notice of intent to award. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. All policies shall include a waiver of subrogation against the District. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by the District and/or the individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project ("Project Inspector"), and/or architect(s) for the District, and/or construction or project managers for the District.
7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto and incorporated herein.
8. **Contract Documents.** The following documents (as indicated) are incorporated by reference into the Contract (the "Contract Documents"):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Agreement | <input checked="" type="checkbox"/> Exhibit A (Scope of Work) |
| <input checked="" type="checkbox"/> Terms and Conditions to Contract | <input checked="" type="checkbox"/> Exhibit B (Rates for Payment) |
| <input type="checkbox"/> Sufficient Funds Declaration | <input type="checkbox"/> Exhibit C (Details of Scope of Work) |
| <input checked="" type="checkbox"/> Fingerprinting Notice and Acknowledgement, and Certification (Attachment B) | <input checked="" type="checkbox"/> Other: <u>Payment Bond</u> |

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Oakland Unified School District

Benjamin Davis 11/14/2024
Benjamin Davis, President
Board of Education Date

Kyla Johnson-Trammell 11/14/2024
Kyla Johnson-Trammell, Secretary
And Superintendent, Board of Education Date

Marc White Oct 9, 2024
Marc White, Director
Buildings & Grounds Date

VARC WHITE (Oct 9, 2024 11:49 PDT)

Star Elevator, Inc.

Digitally signed by Paul M. Onorato
DN: cn=Paul M. Onorato, o=Star Elevator, Inc., ou, email=paul@starelevator.com, c=US
Date: 2024.10.08.13:45:23 -0700

Paul M Onorato
Signature: _____

Print Name: Paul M. Onorato

Print Title: Treasurer

Date: October 8, 2024

Approved as to form:

James R. Traber 8/15/24
OUSD Facilities Legal Counsel Date

Information regarding Contractor:

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

94-2837630
Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide notices to proceed (“Notice(s) to Proceed” or “NTP(s)”) to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work specified in NTP. The District shall utilize the rates and timeframes identified in Contractor’s Bid Form for the performance of the Work of a specific NTP.
2. **SITE EXAMINATION:** After receiving each NTP but before starting any Work, Contractor will examine the Site(s) and certify in writing that it accepts all measurements, specifications, and conditions affecting the Work to be performed at the Site(s). By starting the Work, Contractor will have warranted that it has made all Site(s) examination(s) that it deems necessary as to the condition of the Site(s), its accessibility for materials, workers and utilities, and Contractor’s ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site(s).
3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **TERMINATION:** If Contractor fails to perform the Services listed in an NTP, or the Contractor’s duties, to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor’s obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
5. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District’s rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
6. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the Parties and approved by the District’s governing board. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations, and Contractor shall expeditiously perform the Work as modified by the District even if a change order has not been agreed upon or approved by the District’s governing board. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor’s belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information within ten (10) days of the issue arising, it shall be deemed to have waived its right to

request such extension.

7. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
8. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site(s) differing from those indicated; or (3) Unknown physical conditions at the Site(s) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
9. **LEAD-BASED PAINT AND MATERIALS:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
10. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site(s) and shall not again be employed at Site(s) without written consent from the District.
11. **DRUG-FREE / SMOKE FREE POLICY:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.
12. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
13. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

14. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
15. **CLEAN UP:** Debris shall be removed from the Premises. The Site(s) shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
16. **ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
17. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
18. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
19. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
20. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
21. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.
22. **INDEMNIFICATION AND HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, 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, attorneys’ fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract, except to the extent that the claims are caused by the negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
23. **PAYMENT:** For any Required Work (see *Exhibit A*), Contractor will be paid the lump sum price stated in *Exhibit B*. For any authorized Potential Work (see *Exhibit A*), Contractor shall be paid based on the specific price in *Exhibit B* for that type of Potential Work or, in the absence of a specific price in *Exhibit B*, based on the hourly rates in *Exhibit B* that would apply to that type of Potential Work.

However, to the extent that payment for the authorized Potential Work would exceed the amount of the contract price allocated to Potential Work during the contract term, the authorized Potential Work may not be performed until a change order or amendment to increase the contract price is signed by the Contractor and approved by the District's governing board. By the 7th day of each month, Contractor shall submit an application for payment for the Required and Potential Work performed during the previous calendar month, and the amount requested to be paid shall be calculated as described above. The Application for Payment must include evidence of Contractor's performance of Work and compliance with the Contract Documents, including labor and apprenticeship requirements. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop payment notices as allowed by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (5) unsatisfactory prosecution of the Work by Contractor; (6) unauthorized deviations from the Contract; (7) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (8) erroneous or false estimates by the Contractor of the value of the Work performed; (9) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (10) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

24. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.
25. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
26. **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, or religious creed, 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).
27. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product, or Services performed against defective workmanship, defects, or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
28. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents,

programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

29. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations 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.
30. **DISPUTES:** Pending resolution of a dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. However, as a condition precedent to litigation, any dispute shall be mediated with the Parties paying the mediator's fee in equal shares. A mediator shall be selected, and a mediation shall be scheduled, within twenty (20) days of a Party's demand for mediation.
31. **LABOR CODE REQUIREMENTS:** Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for maintenance projects of more than fifteen thousand dollars (\$15,000), benefits, apprentices, trainees, payroll records, and on-site audits within 48 hours. Pursuant to sections 1770 et seq. of the California Labor Code, Contractor and all subcontractors under Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>).
32. **CONTRACTOR REGISTRATION:** For maintenance projects of more than fifteen thousand dollars (\$15,000), Contractor shall ensure that Contractor and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Labor Code section 1771.1(a) states the following:
- “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

33. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.
34. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the county in which the District's administration office is located.
35. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
36. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
37. **DISTRICT WAIVER:** District's waiver of any term, condition, or covenant shall not constitute a waiver of any other term, condition, or covenant; and District's waiver of a breach of any term, condition, or covenant shall not constitute a waiver of any subsequent breach of that term, condition, or covenant.
38. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
39. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.
40. **SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION:** The Owner/District requires Contractor to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

EXHIBIT “A”
SCOPE OF SERVICES
Elevator Maintenance

Generally, maintenance does not include repair work involving a facility, but it may include repairs on some fixtures as described below. Specifically, maintenance services shall include, without limitation, all routine, recurring, and usual work for the preservation, protection, and keeping of any facility for its intended purposes in a safe and continually usable condition for which it was designed, improved, constructed, altered, or repaired. Maintenance work includes resurfacing of streets and highways at less than one inch, and landscape maintenance such as mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems. Maintenance services may not include janitorial or custodial services, and may not include security protection services (such as guards or other security forces). Maintenance services may not include painting, repainting, or decorating other than touchup or minor repainting. Maintenance services may include trades, to the extent consistent with the above definitions of maintenance services, in order to preserve the facility in a safe, efficient, and continually usable condition for which it was intended, including repairs, cleaning, and other operations on machinery and other equipment permanently attached to the building or realty as fixtures. (Public Contract Code §§20111(a), 20115, and 22002(c) and (d).)

Any services beyond the legally permissible scope of this maintenance agreement (as described in the previous paragraph) must be let by separate contract. Any maintenance services that are within the legally permissible scope of this maintenance agreement, but are not within the actual scope of this agreement, may not be performed until an amendment or change order for such services, including schedule and price, is signed by Contractor and approved by the District’s governing board.

The scope of this agreement may consist of “Required Work” and “Potential Work.” “Required Work” is maintenance service that must be performed by Contractor during the term of the contract, such as periodic preventive maintenance. “Potential Work” is maintenance service that is within the actual scope of this agreement but may not arise, or be necessary, during the term of the agreement, such as minor repairs to fixtures in order to preserve the facility in a usable condition that were not known at the time of award of the contract. Contractor shall not perform any Potential Work unless authorized in writing by an authorized District representative.

The maintenance services under the Contract include the following Required Work:

- Maintenance of the elevators district-wide various sites

The maintenance services under the Contract include the following Potential Work:

- **This contract does not include any Potential Work**

EXHIBIT “B”
RATES FOR PAYMENT

A. Required Work: A lump sum of \$**114,000.00** for the term of the Contract.

Billing Rates and Invoicing: Rates effective July 1, 2024

a. Billing Rates – Labor

- i. Regular Time Service Mechanic: \$449.00 per man hour (7:30 AM to 4:30 PM)**
- ii. Overtime Service Mechanic: \$634.00 per man hour (after regular hours and all day Saturdays)**
- iii. Double Time Service Mechanic: \$712.00 per man hour (Sundays and holidays)**
- iv. Regular Time Repair Crew: \$738.00 per crew hour (6:00 AM to 2:30 PM)**
- v. Double Time Repair Crew \$1,312.00 per crew hour (after regular hours, Saturdays, Sundays, holidays)**

EXHIBIT “C”
FURTHER DETAILS OF REQUIRED WORK AND POTENTIAL WORK

See Attached Proposal

SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)

Owner: **Oakland Unified School District**
Contract: **Maintenance Contract – Elevator Services Various Sites**



CALLBACK SERVICE AND REPAIR PROPOSAL (July 1, 2024 through June 30, 2025)

March 26, 2024 Revised July 24, 2024

CUSTOMER

**Oakland Unified School District
Facilities Planning and Management
955 High Street
Oakland, CA 94601 - John Esposito
EXHIBIT C**

LOCATIONS

Various District Schools and Facilities

1. **General.** Star Elevator ("Star") will provide the labor and materials for emergency callback service, equipment repairs, and to assist with State compliance for Oakland Unified School District ("District") elevators and wheelchair lifts located at various District schools and facilities on an as-needed basis.
2. **Emergency Callback Service.**
 - a. Star will respond to calls to its 24-hour dispatch line from authorized District representatives requesting emergency callback service.
 - b. Star will dispatch a qualified elevator service mechanic to troubleshoot and repair the elevator or lift in order to place it back into service.
 - c. Entrapment calls will be given priority and responded to within one (1) hour.
 - d. If the elevator or lift has not been serviced within the prior six (6) months, the mechanic will examine and lubricate the components.
 - e. If a hydraulic elevator, the mechanic will check the reservoir tank for unaccounted fluid loss; any unaccounted fluid loss will be reported to the District.
 - f. If the elevator is equipped with Fire Service, the mechanic will test the fire service and log it.
 - g. The District callback log, fluid-loss log, and fire service test logs will be filled out as needed.
 - h. If a repair will exceed \$1,500, the District will be provided a proposal estimate for authorization.
 - i. A Job Work Order Ticket ("JWOT") will be prepared by the mechanic which will include a description of the work performed and will show the amount of time on the job plus travel; the JWOT will be signed by an on-site District representative.
 - j. The District will be billed at the agreed upon billing rates (see below) for the time on the job plus travel and the materials used.
3. **Equipment Repairs.**
 - a. For callback repairs exceeding \$1,500 or other requested repairs by the District, the District will be provided a proposal estimate which will include:
 - i. Identification of the location and elevator or lift.
 - ii. Scope of work to be performed.
 - iii. Estimated labor hours.
 - iv. Estimated materials.
 - b. A Job Work Order Ticket ("JWOT") will be prepared by the mechanic which will include a description of the work performed and will show the amount of time on the job plus travel; the JWOT will be signed by an on-site District representative.
 - c. The District will be billed at the agreed upon billing rates (see below) for the time on the job plus travel and the materials used.
4. **State Compliance Assistance.**
 - a. Star will assist the District with complying with State inspections of its equipment.
 - b. Upon receipt of a State Preliminary Order or other State notice from the District, Star will respond with a proposal estimate to correct the listed deficiencies.
 - c. After authorization from the District, Star will perform the repairs to correct the deficiencies.
 - d. Upon completion of the repair, Star will notify the State that the deficiencies have been corrected in order for an Operating Permit to be issued.

- e. A Job Work Order Ticket (“JWOT”) will be prepared by the mechanic which will include a description of the work performed and will show the amount of time on the job plus travel; the JWOT will be signed by an on-site District representative.
 - f. The District will be billed at the agreed upon billing rates (see below) for the time on the job plus travel and the materials used.
- 5. Other.** Perform such other work on the elevators or lifts that may be requested and authorized by the District.
- 6. Billing Rates and Invoicing: Rates effective July 1, 2024**
- a. **Billing Rates - Labor**
 - i. Regular Time Service Mechanic: \$449.00 per man hour (7:30 AM to 4:30 PM)
 - ii. Overtime Service Mechanic: \$634.00 per man hour (after regular hours and all day Saturdays)
 - iii. Double Time Service Mechanic: \$712.00 per man hour (Sundays and holidays)
 - iv. Regular Time Repair Crew: \$738.00 per crew hour (6:00 AM to 2:30 PM)
 - v. Double Time Repair Crew \$1,312.00 per crew hour (after regular hours, Saturdays, Sundays, holidays)
 - b. **Billing Rate – Material**
 - i. Material cost plus 25%; applicable sales tax will be added.
 - c. **Invoicing**
 - i. Will identify the District school or facility and elevator(s) and lift(s) where the work was performed.
 - ii. Will include description of the work performed.
 - iii. Will include pricing for the labor hours and materials used.
 - iv. Will be accompanied by JWOT(s) for the labor performed and vendor invoice copies for the materials used.

The total funds allocated with this authorization shall not exceed: \$114,000

I, _____, declare that I am the _____ *[insert title]* of _____, the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit _____ *[insert name of entity]* to comply with all applicable local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that _____ *[insert name of entity]* will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____ 20__, at _____ *[city]*, _____ *[state]*.

Date: _____

Signature
Print Name: _____
Print Title: _____

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS
(Education Code Section 45125.1)**

POWER OF ATTORNEY

Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1033406

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the Contractors Bonding and Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Cody Garrett in the City of San Jose, State of California, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, for the following described bond.

Principal: Star Elevator Inc
Obligee: Oakland Unified School District
Bond Amount: \$ 114,000.00

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The Contractors Bonding and Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of Contractors Bonding and Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the Contractors Bonding and Insurance Company has caused these presents to be executed by its Sr. Vice President with its corporate seal affixed this 8th day of August, 2024.



Contractors Bonding and Insurance Company

Eric Raudins Sr. Vice President

State of Ohio }
County of Cuyahoga } SS

On this 8th day of August, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Notary Public
Jill A. Scott



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of Contractors Bonding and Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the Contractors Bonding and Insurance Company this 8th day of August, 2024.

Contractors Bonding and Insurance Company

By: Corporate Secretary
Jeffrey D. Fick

A0006221_R_BID_2

PAYMENT BOND
DOCUMENT 00 61 01
(Labor and Material)

Bond Number: LSM1033406

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and Star Elevator Inc, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct

the Various Sites Elevator Services Maintenance, (the "Contract"). The Scope of work consists of providing the labor and materials for emergency callback services, equipment repairs, and to assist with State compliance for the District elevators and wheelchair lifts at various sites and facilities on an as-needed basis. Contractor will respond to calls to its 24-hour dispatch line from authorized District representative requesting emergency callback services.

which said agreement dated **August 1, 2024**, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned Contractors Bonding and Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of One Hundred Fourteen Thousand 00/100 Dollars (\$ 114,000.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

{SR798938} 1

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 15th day of August, 2024.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

Star Elevator Inc
Principal

Contractors Bonding and Insurance Company
Surety



By: _____
Attorney-in-Fact Cody Garrett

The above bond is accepted and approved this _____ day of _____.

{SR798938}2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/7/2024

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

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

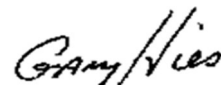
PRODUCER Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	CONTACT NAME: Lockton Affinity	
	PHONE (A/C.NO Ext): 877-320-9393	FAX (A/C, No): 913-652-7599
	E-MAIL ADDRESS: EFM@locktonaffinity.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Arch Insurance Company		11150
INSURED Star Elevator Inc 601 Harbor Boulevard BELMONT, CA 94002	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	Claims Occur						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	POLICY PROJECT LOC						PRODUCTS - COMP/OP AGG	
	OTHER							
A	AUTOMOBILE LIABILITY	X	X	LAAUT0066100	02/01/2024	02/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY	X					BODILY INJURY (Per accident)	\$
	HIRE AUTOS ONLY	X					PROPERTY DAMAGE (Per accident)	\$
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR:
Policy provides protection for any and all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included by written contract. Insurance is primary and non-contributory. OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER J. ESPOSTIO OAKLAND UNIFIED SCHOOL DIST. DEPT. OF FACILITIES PLANNING & MANAGEMENT ATTN: 955 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2024

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

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

PRODUCER RBN & Associates, Inc. 303 E Wacker Dr Suite 650 Chicago IL 60601	CONTACT NAME: PHONE (A/C No. Ext): 312-856-9400		FAX (A/C, No): 312-856-9425
	E-MAIL ADDRESS: gsmith@rbninsurance.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Star Elevator, Inc. 601 Harbor Blvd Belmont CA 94002	INSURER A: Great American Insurance Co.		16691
	INSURER B: Insurance Company of the West		27847
	INSURER C: Continental Insurance Company		35289
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1967647386

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		GLP130348107	2/1/2024	2/1/2025	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 4,000,000	
							PRODUCTS - COMP/OP AGG	\$ 4,000,000	
								\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU380389703	2/1/2024	2/1/2025	EACH OCCURRENCE	\$ 5,000,000	
							AGGREGATE	\$ 5,000,000	
								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WIL 5058439 03	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Contractor's Equipment			C7036303497	11/15/2023	11/15/2024	Limit	\$226,095	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 OAKLAND UNIFIED SCHOOL DISTRICT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE ADDITIONAL INSURED WITH RESPECT TO General Liability as required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

OAKLAND UNIFIED SCHOOL DIST. DEPT. OF FACILITIES PLANNING & MANAGEMENT ATTN: J. ESPOSTIO
 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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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Various Sites Elevator Wheelchair Repair & Maintenance	Site	988
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

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

Contractor Information

Contractor Name	Star Elevator	Agency's Contact	Monika Smith		
OUSD Vendor ID #	004058	Title	Owner		
Street Address	601 Harbor Blvd	City	Belmont	State	CA
Telephone	510-770-5000	Zip	94002		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	20015				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	11-14-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
8150/0000	Fund 1 RRMA	010-8510-0-0000-8110-5671-988-9880-9000-0503-99999	5671	\$114,000.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Buildings and Grounds				
	Signature	Date Approved	Oct 9, 2024		
	<small>MARC WHITE (Oct 9, 2024 11:49 PDT)</small>				
2.	General Counsel, Facilities				
	Signature	Date Approved	8/15/24		
3.	Chief Systems & Services Officer				
	Signature	Date Approved	10/9/24		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			