

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	22-1524
Introduction Date	6-29-2022
Enactment Number	22-1330
Enactment Date	6/29/2022 os



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

# Memo

**To** Board of Education

**From**  Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

**Board Meeting Date** June 29, 2022

**Subject** General Services Agreement – Syska Hennessy Group – Fremont High School New Construction Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of General Services Agreement by and between the **District** and **Syska Hennessy Group**, San Francisco, California, for the latter to provide survey of all elevator equipment to evaluate the existing physical condition, performance criteria, and operation of the elevator systems. Equipment in the machine rooms, lobbies, signal fixtures, car entrances and controls will be reviewed. Provide assessment of older passenger elevator to determine its status and report back with findings, for the **Fremont High School New Construction Project**, in the amount of **\$6,500.00**, with work scheduled to commence on **June 30, 2022**, and scheduled to last until **June 30, 2023**, pursuant to the Agreement.

**Discussion** The scope of work of the contract consists of assessment of older passenger elevator to determine its current status and report back with findings at Fremont High School Project and was selected on (a) demonstrated competence and professional qualifications (Government Code §4526), and (b) a fair, competitive RFP selection process (Government Code §§4529.10 et seq.).

**LBP (Local Business Participation Percentage)** 00.00%

**Recommendation** Approval by the Board of Education of General Services Agreement by and between the **District** and **Syska Hennessy Group**, San Francisco, California, for the latter to provide survey of all elevator equipment to evaluate the existing physical condition, performance criteria, and operation of the elevator systems. Equipment in the machine rooms, lobbies, signal fixtures, car entrances and controls will be reviewed. Provide assessment of older passenger elevator to determine its status and report back with findings, for the **Fremont High School New Construction Project**, in the amount of **\$6,500.00**, with work scheduled to commence on **June 30, 2022**, and scheduled to last until **June 30, 2023**, pursuant to the Agreement.

**Fiscal Impact** Fund 21 Building Fund, Measure J

- Attachments**
- Contract Justification Form
  - Agreement, and Other Contract Documents
  - Routing Form



**CONTRACT JUSTIFICATION FORM**

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

**Legislative File ID No.** 22-1524

**Department:** Facilities Planning and Management

**Vendor Name:** Syska Hennessy Group

**Project Name:** Fremont High School New Construction Project

**Project No.:** 13158

**Contract Term: Intended Start:** June 30, 2022

**Intended End:** June 30, 2023

**Total Cost Over Contract Term:** \$6,500.00

**Approved by:** Tadashi Nakadegawa

**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?**

Syska Hennessy Group, was selected through an RFP process based on scores.

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

Syska Hennessy Group, to provide survey of all elevator equipment to evaluate the existing physical condition, performance criteria, and operation of the elevator systems. Equipment in the machine rooms, lobbies, signal fixtures, car entrances and controls will be reviewed. Provide assessment of older passenger elevator to determine its status and report back with findings, for the Fremont High School New Construction Project.

**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?

The district received proposals through an RFP process, which includes review/scoring of proposals. Syska Hennessy Group was selected based on the highest interview scores and because their prices were fair and reasonable compared to the prices submitted by the other responding consultants.

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 \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- 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 bid threshold of \$99,100 (as of 1/1/22)
- 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:

- Contractor will be providing an assessment of existing passenger elevator at Fremont New Construction Project.

## OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

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This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective June 30, 2022 (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **SYSKA HENNESSY GROUP** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”) for the Fremont High School New Construction project (“Project”): To provide an assessment and specifications of an existing passenger elevator. The Basic Services include all work described in the May 23, 2022, proposal, which is attached to this Agreement as *Exhibit A*. Contractor may only provide other services related to the Project (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.

3. **Term.** The term for performance of the Services shall begin on **June 30, 2022**, and shall end on **June 30, 2023** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on a lump sum price for Basic Services satisfactorily performed, and based on the hourly rates listed in *Exhibit B* for any Additional Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **SIX THOUSAND FIVE HUNDRED Dollars (\$6,500.00)**, which consists of a lump sum of **SIX THOUSAND FIVE HUNDRED Dollars (\$6,500.00)** for performance of the Basic

Services, and a not-to-exceed contingency amount of **ZERO Dollars (\$0)** for performance of any Additional Services. District agrees to make payment for Basic Services within thirty (30) days of receipt of a detailed invoice from Contractor based on the completed work, including any additional supporting documentation that District reasonably requests. District agrees to make payment for Additional Services within thirty (30) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the

required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A.  Contractor and Contractor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B.  The following Contractor and Contractor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to

Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

30. **Local Business.** Contractor shall comply with the requirements of the District’s Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, at “Bids and Requests for Proposals.”

31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:

- ~~Roof project certification (if required; see Public Contract Code §3006).~~
- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers’ Compensation Certification.
- Drug-Free Workplace Certification.
- Buy American Certification.
- ~~Local Business Participation Form.~~

Within ten (10) days after award and before commencement of the services, the signed agreement and insurance documentation shall be submitted to the District.

32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator’s fees. Each party shall bear its own attorney’s fees related to the mediation.

\* \* \* \* \*

**DISTRICT:**

**OAKLAND UNIFIED SCHOOL DISTRICT**

*850-44* \_\_\_\_\_ 6/30/2022  
 Gary Yee, President, Board of Education Date  
 \_\_\_\_\_ 6/30/2022  
*Y. Johnson*  
 Kyla Johnson-Trammell, Superintendent Date  
 and Secretary, Board of Education \_\_\_\_\_  
*K. Nakadegawa* \_\_\_\_\_ 6-23-22  
 Tadashi Nakadegawa, Deputy Chief, Date  
 Facilities Planning and Management

**CONTRACTOR:**

**SYSKA HENNESSY GROUP**

Signature: \_\_\_\_\_  
  
 John R. Moran III  
 Title: \_\_\_\_\_  
 Senior Principal  
 Date: \_\_\_\_\_  
 June 22, 2020

Address for District Notices:

OUSD  
 955 High Street  
 Oakland, CA 94601  
 Attn: Tadashi Nakadegawa

Address for Contractor Notices:

Syska Hennessy Group  
 425 California Street, Suite 700  
 San Francisco, CA 94104  
 Attn: Kurt Lutter

**Approved As To Form:**

\_\_\_\_\_  
  
 OUSD Facilities Legal Counsel  
 \_\_\_\_\_ 6/21/22  
 Date

**Exhibit A**

**Scope of Basic Services**

May 23, 2022

JaQuan Cornish  
Facilities Planning & Management  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

Re: **Fremont High School**  
**Vertical Transportation- Evaluation**

Dear JaQuan:

I am pleased to submit this proposal between the Syska Hennessy Group, Inc., and Oakland Unified School District for providing Elevator Consulting and Engineering Services as described below for the elevator equipment at Fremont High School.

## **I. SCOPE OF PROJECT**

1. The project as we understand it consists of a due diligence and evaluation of the existing vertical transportation systems at Fremont High School located in Oakland, CA. It is our understanding that the building has a total of two (2) passenger elevators, and that they are being maintained by Star Elevator Company. One of the elevators was recently constructed and will not be considered in this project. This project will assess the older passenger elevator only.

## **II. SCOPE OF ENGINEERING SERVICES**

1. Due Diligence Review
  - a. Meet with the Client to establish concerns, goals, and outline the study process.
  - b. Review available call back records for the last 6-months to determine problem areas and patterns.
  - c. Provide a survey of all elevator equipment to evaluate the existing physical condition, performance criteria, and operation of the elevator systems. Equipment in the machine rooms, lobbies, signal fixtures, car entrances and controls will be reviewed. The performance portion of the evaluation will include the following:
    - i. Hoistway, pit, and machine room cleanliness.
    - ii. Machine room ventilation.
    - iii. Observe and document ride quality, car speeds, door operation.
    - iv. Measurement of car speeds.
    - v. Evaluation of ride quality, including acceleration, deceleration, leveling and stopping.
    - vi. Measurement of floor-to-floor times.
    - vii. Measurement of door open and door close times.
  - d. Prepare a comprehensive report detailing the condition of the equipment, specifically noting any deficiencies and/or code violations existing. The report will provide an assessment of the current maintenance program as it relates to the condition of the equipment. The report will include recommendations for upgrades, up to and including complete replacement of components to improve safety, performance, and reliability, complete with budget pricing and scheduling requirements. Where useful, digital photographs will be provided to illustrate problem areas.

- e. Discuss report findings and recommendations with the Client.
  - f. A total of one (1) site visit and three follow up calls are included.
2. Note: A qualified Elevator technician familiar with the installation is required to gain access to car tops, hoistway equipment, and pit equipment. Assistance is to be provided at no cost to Syska Hennessy Group.

### **III. FEES AND PAYMENTS**

### **IV. REIMBURSABLE EXPENSES**

**V. GOVERNING LAW**

This Proposal shall be in all respects subject to and construed in accordance with the law of the State of California.

**VI. RELATIONSHIP BETWEEN THE PARTIES**

It is understood that the Engineer is an independent contractor and that its professional relationship with The Client shall terminate for this specific project at such time as a final invoice is delivered to The Client and payment is made in full.

**VII. LIMITATION OF LIABILITY**

**VIII. TERMS AND CONDITIONS**

Thank you for this opportunity to present our fee proposal for the referenced project. We would be delighted to address any questions which you may have and can be reached at 415.288.5924.

Very truly yours,

**SYSKA HENNESSY GROUP, INC.**



Kurt Lutter  
Senior Associate

**Exhibit B**

**Hourly Rates**

Consulting Services - \$260.00 per hour



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
<b>Project Name</b>	Fremont High School New Construction Project	<b>Site</b>	302
Basic Directions			
<b>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.</b>			
<b>Attachment Checklist</b>	<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			
<b>Contractor Name</b>	Syska Hennessy Group	<b>Agency's Contact</b>	Kurt Lutter
<b>OUSD Vendor ID #</b>	004167	<b>Title</b>	Senior Associate
<b>Street Address</b>	425 California Street, Suite 700	<b>City</b>	San Francisco State CA Zip 94104
<b>Telephone</b>	415-288-5924	<b>Policy Expires</b>	
<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>	13158		

Term of Original/Amended Contract			
<b>Date Work Will Begin (i.e., effective date of contract)</b>	6-30-2022	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	6-30-2023
		<b>New Date of Contract End (If Any)</b>	

Compensation/Revised Compensation			
<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$6,500.00	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

Budget Information				
Resource #	Funding Source	Org Key	Object Code	Amount
9650/9594	Fund 21 Measure J	210-9650-0-9594-8500-6289-302-9180-9905-9999-13158	6289	\$6,500.00

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

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>Executive Director, Facilities Planning and Management</b>			
	<b>Signature</b>	<b>Date Approved</b>	6-20-22	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>			
	<b>Signature</b>	<b>Date Approved</b>	6/21/22	
3.	<b>Deputy Chief, Facilities Planning and Management</b>			
	<b>Signature</b>	<b>Date Approved</b>	6-23-22	
4.	<b>Chief Financial Officer</b>			
	<b>Signature</b>	<b>Date Approved</b>		
5.	<b>President, Board of Education</b>			
	<b>Signature</b>	<b>Date Approved</b>		