

Board Office Use: Legislative File Info.	
File ID Number	22-1525
Introduction Date	6-29-2022
Enactment Number	22-1273
Enactment Date	6-29-2022 CJH




**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date June 29, 2022

Subject Amendment No. 1, General Services Agreement– Valley Relocation & Storage – Central Office Consolidation Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1 to the General Services Agreement by and between the **District** and **Valley Relocation & Storage**, Concord, CA, for the latter to provide additional moving services, which involves relocating the following offices: Payroll, Risk Management, and the Superintendent’s office, for the **Central Office Consolidation Project**, in an additional amount of **\$10,239.00**, increasing Agreement not-to-exceed amount from **\$50,000.00** to **\$60,239.00**, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Discussion This Amendment is for additional moving services for the Central Office Consolidation project.

LBP (Local business participation percentage) 0.00%

Recommendation Approval by the Board of Education of Amendment No. 1 to the General Services Agreement by and between the **District** and **Valley Relocation & Storage**, Concord, CA, for the latter to provide additional moving services, which involves relocating the following offices: Payroll, Risk Management, and the Superintendent’s office, for the **Central Office Consolidation Project**, in an additional amount of **\$10,239.00**, increasing Agreement not-to-exceed amount from **\$50,000.00** to **\$60,239.00**, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Fiscal Impact Fund 40 Special Reserve fund for capital Outlay Projects

Attachments

- Amendment No. 1, including exhibits
- Insurance Certificate
- Routing Form

AMENDMENT NO. 1

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Valley Relocation & Storage**. OUSD entered into an agreement with CONTRACTOR for services on **April 1, 2022** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Central Office Consolidation Project** as follows, and in the attached Exhibit A:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u>.
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: To provide additional moving services, which involve relocating the following offices: Payroll, Risk Management & the Superintendent's Office, as described in the Proposal dated April 28, 2022, attached to this amendment, as part of Exhibit A.</p>			
2.	Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p><input checked="" type="checkbox"/> Increased by: <u>Ten Thousand Two Hundred Thirty-Nine dollars No/100(\$10,239.00).</u></p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not-to-exceed contract price was <u>Fifty Thousand Dollars no/100(\$50,000.00)</u>, and after this amendment, the not-to-exceed contract price will be: <u>Sixty Thousand Two Hundred Thirty-nine Dollars no/100 (\$60,239.00).</u></p>			

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

5. Amendment History:

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

6. Approval: This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Amendment No. 1 – Valley Relocation & Storage – Central Office Consolsidation Project - \$10,239.00

OAKLAND UNIFIED SCHOOL DISTRICT

850.46 6-30-2022
Date
Gary Yee, President, Board of Education

[Signature] 6-30-2022
Date
Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education

Kenatman for T.N 6-17-22
Date
Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

CONTRACTOR

Joe Rodgers 6/2/2022
Contractor Signature Date

Joe Rodgers
Print Name, Title

Approval as to form:

[Signature] 6/10/22
Date
Arne Sandberg [name]
General Counsel, Facilities, Planning and Management

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Valley Relocation & Storage

1. Detailed Description of Services to be provided: To provide additional moving services, which involve relocating the following offices: Payroll, Risk Management & the Superintendent’s Office, as described in the Proposal dated April 28, 2022, attached to this amendment, as part of Exhibit A.

2. Specific Outcomes:

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

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



April 28, 2022

OAKLAND UNIFIED SCHOOL DISTRICT

Pamila Henderson

Shante Jordan

Dear Pam/Shante,

Thank you for allowing Valley Relocation and Storage the opportunity to present the present the following pricing for your upcoming relocation.

COST ESTIMATE / MOVE PLAN

DAY ONE – 5/9/22

Start time: 5:30 PM

Moving following departments at 1000 Broadway Oakland CA onsite

- 1. Payroll
- 2. Risk Management
- 3. Superintendent

Removing inventory from #450 for Recycle / Disposal

Laydown and pickup floor protection, 800 ft

1 Truck 1 Supervisor 1 Installer 8 Movers x 9 hours	\$9,234.00
Fuel charge	\$115.00
Miscellaneous materials for building protection	\$25.00

DAY TWO – 5/10/22

Deliver to recycle plant

1 Truck 2 Movers x 5 hours	\$525.00
Fuel charge	\$115.00
Disposal plant fee's	\$225.00
COST ESTIMATE	\$10,239.00



VRS MOVE AGREEMENT

- Basic cargo valuation coverage is \$.60 per pound liability. Please advise if additional valuation protection is purchased, Valley reserves the right to make all repairs.
- Customer agrees that prevailing wage rates are not required for these services.
- This quote is applicable M-F during normal business hours and is valid for 90 days.

Thank you for allowing me to present the enclosed pricing on your upcoming move. If you have any questions, please do not hesitate to call me at (925) 260-4694 or email at jroddgers@valleyrelocation.com

Sincerely,

Joe Rodgers
District Manager
Mobile: 925-260-4694
Email: jroddgers@valleyrelocation.com

Saray Loyola
O&I Coordinator
Direct Line: 925-827-8417
Email: sloyola@valleyrelocation.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2022

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 Champion Risk & Insurance Services, L.P. 12250 El Camino Real, Ste 375 San Diego CA 92130	CONTACT NAME: PHONE (A/C No. Ext): 858-369-7900		FAX (A/C, No):
	E-MAIL ADDRESS: certsonly@championrisk.com		
INSURED Valley Relocation & Storage of Northern California Inc 5000 Marsh Drive Concord CA 94520	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Transguard Ins Co of Amer, Inc		28886
	INSURER B: GuideOne National Insurance Co		14167
	INSURER C: Security National Ins Co		19879
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: 386698764

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TCP0002313-01	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	TCP0002313-01	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			560002561-00	4/1/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> 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 Y	N/A	SWC1374694	1/1/2022	1/1/2023	<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
A	CARGO/WAREHOUSE LEGAL			TCP0002313-01	4/1/2022	4/1/2023	SEE ATTACHED ADDENDUM

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

CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY AND AUTO LIABILITY PER ATTACHED FORMS 064058 AND 014108, RESPECTIVELY. WAIVER OF SUBROGATION APPLIES WITH REGARDS TO GENERAL LIABILITY, AUTO LIABILITY, AND WORKERS COMPENSATION PER ATTACHED FORMS CG2404, 014089, AND WC040306, RESPECTIVELY. ALL SUBJECT TO POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance	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 <i>Casey Myers</i>

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DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Central Office Consolidation Project	Site	918
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	Valley Relocation & Storage	Agency's Contact	Joe Rodgers		
OUSD Vendor ID #	004478	Title	Manager		
Street Address	5000 Marsh Drive	City	Oakland	State	CA
Telephone	925-682-3740	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes, <input checked="" type="checkbox"/> No		
OUSD Project #	22105				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	4-01-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2022
		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	\$ 10,239.00
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
9251/9870	Fund 40	400-9251-0-9870-8500-6276-918-9180-9000-9999-22105	6276	\$10,239.00

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.	Executive Director, Facilities Planning and Management	Signature	<i>[Signature]</i>	Date Approved	6/17/22
2.	General Counsel, Department of Facilities Planning and Management	Signature	<i>[Signature]</i> Lozano Smith, approved as to form	Date Approved	6/10/22
3.	Deputy Chief, Facilities Planning and Management	Signature	<i>[Signature]</i> for T. Nakadegawa	Date Approved	6/17/22
4.	Chief Financial Officer	Signature		Date Approved	
5.	President, Board of Education	Signature	<i>[Signature]</i> Gary Yee	Date Approved	6-30-2022

the *Journal of Applied Behavior Analysis* (1974), and the *Journal of Experimental Psychology* (1975).

It is interesting to note that the *Journal of Applied Behavior Analysis* has the highest number of articles in the area of behavior analysis, and the *Journal of Experimental Psychology* has the highest number of articles in the area of experimental psychology.

The *Journal of Applied Behavior Analysis* is the only journal in the field that is published by a non-profit organization, the Association for Behavior Analysis.

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Board Office Use: Legislative File Info.	
File ID Number	22-0783
Introduction Date	4-27-2022
Enactment Number	22-0682
Enactment Date	4-27-2022 CJH



Memo

To Board of Education

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

Board Meeting Date April 27, 2022

Subject General Services Agreement – Valley Relocation & Storage– Central Office Consolidation Project – Division of Facilities Planning and Management

Action Requested Ratification by the Board of Education of the General Services Agreement by and between the **District** and **Valley Relocation & Storage**, Concord, California, for the latter to provide moving services which consist of moving office supplies and other miscellaneous office materials to the 4th floor and 1st floors; prep floors; and move entire #300 floor based on the consolidation of 1000 Broadway offices, for the **Central Office Consolidation Project**, in the not-to-exceed amount of **\$50,000.00**, with work scheduled to commence on **April 1, 2022**, and scheduled to last until **December 31, 2022**, pursuant to the Agreement.

Discussion The scope of the contract consists of moving office supplies and other miscellaneous office materials to the 4th floor and 1st floors; prep floors; and move entire #300 floor based on the consolidation of 1000 Broadway offices. The Deputy Chief of Facilities Planning and Management signed the contract on March 30, 2022, pursuant to delegated authority, thus requiring Board ratification. (Board Policy 3312.)

LBP (Local Business Participation Percentage) 00.00%

Recommendation Ratification by the Board of Education of the General Services Agreement by and between the **District** and **Valley Relocation & Storage**, Concord, California, for the latter to provide moving services which consist of moving office supplies and other miscellaneous office materials to the 4th floor and 1st floors; prep floors; and move entire #300 floor based on the consolidation of 1000 Broadway offices, for the **Central Office Consolidation Project**, in the not-to-exceed amount of **\$50,000.00**, with work scheduled to commence on **April 1, 2022**, and scheduled to last until **December 31, 2022**, pursuant to the Agreement.

Fiscal Impact Fund 40 Special Rescue Capital Fund

- Attachments**
- Agreement
 - Scope of Services
 - Insurance Certificate



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 22-0783

Department: Facilities Planning and Management

Vendor Name: Valley Relocation & Storage

Project Name: Central Office Consolidation Project

Project No.: 22105

Contract Term: Intended Start: 4-01-2022

Intended End: 12-31-2022

Total Cost Over Contract Term: \$50,000.00

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?

This contractor was a direct selection based on specialized services and past experience work done in the District, and the cost being below the bidding threshold. Given the contractor’s experience with similar projects and the level of complexity of the project, the District identified the chosen consultant as the most qualified at the most reasonable price.

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

Valley Relocation & Storage will provide moving services which consist of moving office supplies and other miscellaneous office materials for the 4th floor and 1st floors; prep floors; and move entire #300 floor based on the consolidation of 1000 Broadway offices.

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?

Contractor has done work for the District. Based on expertise with this work, the District found that the Contractor performed work quickly, accurately, and efficiently, and at a reasonable cost to the District.

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 is providing moving services, 1000 Broadway offices for the Central Office Consolidation Project and the price of the services \$50,000.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective April 1, 2022 (the “Effective Date”), by and between the **Oakland Unified School District** (“District”) and **Valley Relocation** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”) for the Central Office Consolidation Project (“Project”): Contractor will provide moving services which consist of moving office supplies and other miscellaneous office materials for the 4th floor and 1st floors; prep floors; and move entire #300 floor based on the consolidation of 1000 Broadway offices. The Basic Services include all work described in the March 3, 2022, proposal, which are 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 **April 1, 2022**, and shall end on **December 31, 2022** (“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 the hourly rates listed in **Exhibit B** for 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 **FIFTY THOUSAND Dollars NO/100 (\$50,000.00)**, which consists of a not-to-exceed

amount of **FIFTY THOUSAND Dollars NO/100 (\$50,000.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of ZERO (\$0) for performance of any Additional Services. Contractor shall perform all Services required by the Agreement even if the applicable not-to-exceed amount has already been paid and no more payments will be forthcoming. Contractor acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services. District agrees to make payment within sixty (60) 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, 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

850.40

Gary Yee, President, Board of Education 4-28-2022
Date

[Signature]

Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education 4-28-2022
Date

[Signature]

Tadashi Nakadegawa, Deputy Chief,
Facilities Planning and Management 3/20/2022
Date

CONTRACTOR:

Valley Relocation

Signature: [Signature]

Title: Manager

Date: 3/24/22

Address for District Notices:

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

Address for Contractor Notices:

Valley Relocation
5000 Marsh Drive
Concord, CA 94520
Attn: Joe Rodgers

Approved As To Form:

[Signature] 3/31/22

OUSD Facilities Legal Counsel Date

Exhibit A

Scope of Basic Services



March 3, 2022

Exhibit A

OAKLAND UNIFIED SCHOOL DISTRICT

Pamila Henderson, Shante Jordan

COST ESTIMATE / MOVE PLAN

-1000 Broadway Oakland, CA-Delivery of boxes	\$150.00
Pre-move meeting	N/C
Day 1: 6PM, VRS will do the following:	
• Prep floors	
• Move superintendent to 4 th floor	
• Move office supplies to 1 st floor	
• Installers will disassemble all cubes, offices and remove wallboards	
• Movers will completely vacate #300, hold on van overnight	
8 Trucks 1 Supervisor 5 Installers 29 movers x 9 hours	\$26,507.00
Fuel \$95.00 per truck x 8	\$760.00
PPE \$5.00 per person x 35	\$175.00
Day 2: PM Move 8 offices from 1000 Broadway #440 to #450 (no cubes)	\$8,682.00
Day 2: 9 AM, Make the following deliveries, R/T	
1 st Deliver to OUSD warehouse unload and palletize, Shrink wrap and stage	
4 Trucks 1 Supervisor 8 Movers x 9 hours	\$5,604.00
Fuel \$95.00 per truck x 4	\$380.00
PPE \$5.00 person x 9	\$45.00
2 nd Deliver to Cole school (electronics)	
3 rd Deliver to Recycle plant	
4 Trucks 1 Supervisor 7 Movers x 8 hours	\$4,777.00
Fuel \$95.00 per truck x 4	\$380.00
PPE \$5.00 person x 8	\$40.00
Recycle plant charges \$400.00 per truck x 4	\$1,600.00
Purchase 400 boxes at \$2.25 each	\$900.00



TOTAL COST ESTIMATE**\$50,000.00**

This is based upon OUSD move responsibilities:

- Packing of all areas
- Disconnect all electronics
- Remove flat screen TV from walls
- Remove overhead projectors
- Provide electrical disconnect all power to cubes
- Provide onsite point of contact at 1000 Broadway and Cole school for the delivery of electronics
- Clearly label all items for movement (5 colors for each location)
 - Superintendent
 - Office supplies
 - Cole school
 - OUSD warehouse
 - Recycle plant
- Provide pallets and shrink wrap at OUSD warehouse
- Reserve exclusive usage of elevators for move day
- No delays at origin or destination locations
- Clear free access

VRS MOVE AGREEMENT

- Basic cargo valuation coverage is \$.60 per pound liability. Please advise if additional valuation protection is purchased, Valley reserves the right to make all repairs.
- Customer agrees that prevailing wage rates are not required for these services.

Thank you for allowing me the opportunity to present the enclosed pricing for your upcoming relocation. If you have any questions, please do not hesitate to call me on my cell at **(925) 260-4694** or email at jroddgers@valleyrelocation.com

Sincerely,

Joe Rodgers
District Manager
Mobile 925-260-4694
Email jroddgers@valleyrelocation.com

Saray Loyola
O & I Coordinator
Direct line 925-827-8417
Email sloyola@valleyrelocation.com

Exhibit B

Hourly Rates

Regular time rates

Monday - Saturday, 7 AM - 5 PM

1 Truck 2 Men	\$105/hour
Supervisor	\$45/hour
Installer	\$44/hour
Mover	\$35/hour

Overtime rates

Evenings, Sundays

1 Truck 2 Men	\$157.50/hour
Supervisor	\$67.50/hour
Installer	\$66/hour
Mover	\$57.50/hour



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2021

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 Champion Risk & Insurance Services, L.P. 12250 El Camino Real, Ste 375 San Diego CA 92130	CONTACT NAME: PHONE (A/C, No, Ext): 858-369-7900		FAX (A/C, No): 714-573-1770
	E-MAIL ADDRESS: certsonly@championrisk.net		
INSURED Valley Relocation & Storage of Northern California Inc 5000 Marsh Drive Concord CA 94520	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Transguard Insurance		28886
	INSURER B : GuideOne National Insurance Co		14167
	INSURER C : Security National Insurance Co		
	INSURER D :		
	INSURER E :		

COVERAGES

CERTIFICATE NUMBER: 426986177

REVISION NUMBER:

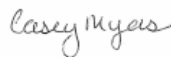
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 OTHER:	Y	Y	TCP0002313-00	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	TCP0002313-00	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			560002561-00	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	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	SWC1323123	1/1/2021	1/1/2022	<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
A	CARGO/WAREHOUSE LEGAL			TCP0002313-00	4/1/2021	4/1/2022	SEE ATTACHED ADDENDUM

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

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS WITH RESPECTS TO GENERAL & AUTO LIABILITY INSURANCE WHERE REQUIRED BY WRITTEN CONTRACT, SUBJECT TO POLICY TERMS AND CONDITIONS, AND ATTACHED FORMS. WAIVER OF SUBROGATION APPLIES PER ATTACHED FORM(S).
 Oakland Unified School District and District Parties are added as additional insured per the attached forms.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District 1000 Broadway Oakland, CA 94607	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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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization as required by written contract.

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

Endorsement Effective	1/1/2021	Policy No.	SWC1323123	Endorsement No.	0
Insured	Valley Relocation and Storage of Northern California, Inc.			Premium \$	33,817
Insurance Company	Security National Insurance Company				

Countersigned by _____

Cargo/Warehouse Legal

Valley Relocation & Storage of Northern California Inc.

Warehouse Legal Liability

	<u>Limits</u>
Location #1: 4020 Nelson Ave, Ste 120	\$1,000,000
Location #3: 3230 Reed Ave	\$1,000,000
Location #4: 1600 North Main, Ste 104	\$1,150,000
Location #6: 601 Stone Rd	\$2,850,000
Location #7: 835 Sinclair Frontage Rd	\$2,150,000
Temporary Warehouse Locations	\$250,000
Deductible \$1,000	

Cargo Liability

Any One Loss	\$250,000
Aggregate in Transit	\$500,000
Deductible \$1,000	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

MOTOR CARRIER COVERAGE FORM

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

Endorsement Effective Date: 04/01/2021	Policy Number: TCP0002313-00
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A. Additional Insured Coverage

1. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, is amended to include as an “insured” the person(s) or organization(s) with respect to the ownership, maintenance, or use of a covered “auto”, other than:

- (1) A “van line” that is party to a written agreement with you that appoints you as its agent for purposes of providing moving and relocation services; or
- (2) A “van line” that is scheduled on any Additional Insured – Van Line endorsement to this policy;

and further provided that you have agreed to add such person or organization as an additional “insured” pursuant to an express provision in a written “insured contract” or other written agreement, or in a permit issued to you by a governmental or public authority.

Any person or organization is an additional “insured” solely with respect to “bodily injury” or “property damage” caused by an “accident” arising out of:

- (1) The ownership, maintenance or use of a covered “auto”; and
- (2) Your operations under the “insured contract”, other written agreement, or permit that takes place after:
 - (a) You executed the “insured contract” or written agreement; or
 - (b) The permit has been issued to you;

and then only to the limited extent and for no higher limits of insurance required in such “insured contract”, other written agreement, or permit.

B. Definitions

For purposes of this endorsement only, the following definition is added:

1. Van Line means a person or organization for which you have been appointed as an agent for purposes of providing moving and relocation services.

All other terms and conditions of the policy remain the same.

MOTOR CARRIER COVERAGE FORM MOVING & STORAGE SUPPLEMENTAL COVERAGE

This endorsement modifies insurance provided under the following:

MOTOR CARRIER COVERAGE FORM

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

Name of Insured: Valley Relocation & Storage of Northern California Inc	Policy Number: TCP0002313-00
Effective Date: 04/01/2021	Countersigned By

(Authorized Representative)

SCHEDULE

PREMIUM CHARGE FOR SUPPLEMENTAL COVERAGES:	\$
--	----

COVERAGE DESCRIPTION	LIMIT OF INSURANCE <i>(If Applicable)</i>
I. Broadened Named Insured – Newly Acquired or Formed Organization	INCLUDED
II. Waiver of Subrogation	INCLUDED
III. Communication Equipment Coverage	\$5,000
IV. Extended Transportation Expenses	\$3,000
V. Extended Towing Coverage	\$1,000 Per Disablement
VI. Extended Glass Coverage	INCLUDED
VII. Amendment of Valuation Basis	INCLUDED
VIII. Expanded Medical Payments for “Temporary Workers”	\$5,000

The items listed in the **SCHEDULE** are provided as additions to your insurance program.

The **Motor Carrier Coverage Form, CA 00 20**, is amended as follows:

I. Broadened Named Insured – Newly Acquired or Formed Organization

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added after Paragraph e.:

f. Any organization you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain majority ownership or majority interest sufficient to exert control over policy or management during the policy period will qualify as a Named Insured if:

- (1) There is no other Motor Carrier or similar insurance available to that organization; and
- (2) The first Named Insured shown in the **Declarations** of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of any state of the United States of America, or the District of Columbia, and the business of that organization is relocation, transportation or storage or is directly associated with the relocation, transportation or storage business.

However:

(a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the **Declarations**, or the end of the policy period, whichever is earlier; and

(b) Coverage under this provision does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you acquired or formed the organization; and

(c) No person or organization is an "insured" with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the **Declarations**; and

(d) Coverage under Paragraphs **a, b, & c** above does not apply to any organization that is insured under any other automobile liability insurance policy whose limits of insurance have been exhausted, whose insurer has become insolvent or under which coverage for any claim or "suit" has been denied.

II. Waiver of Subrogation

In **SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**, the following is added to the end of **A.5.:**

Waiver of Subrogation

If required because of:

a. A written contract or written agreement executed prior to the "accident"; or

b. A written permit issued to you by a governmental or public authority prior to the "accident";

We waive any right of recovery we may have against the person or organization entering into such contract, agreement or responsible for issuing such permit, because of payments we make for injury or damage arising out of the use of a covered "auto".

III. Communication Equipment Coverage

In **SECTION IV – PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.** is deleted and replaced with the following:

3. Exclusions **2.e.** and **2.f.** do not apply to:

Any electronic or communication equipment that is:

- 1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
- 2) An integral part of the same unit housing any sound reproducing equipment described in 1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio or;
- 3) Permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of power from the "auto's" electrical system. This coverage also applies to antennas and other accessories necessary for the use of the electronic equipment.

However, the most we will pay for any one "loss" is Limit of Insurance shown in the **Schedule** and no deductible applies to this coverage.

This insurance will not apply to theft coverage if, at the time of "loss", the covered "auto" is unattended, unless the "loss" is the result of a forced entry into the covered "auto" while all doors or windows are closed and locked and there is evidence of forced entry.

IV. Extended Transportation Expenses

In **SECTION IV – PHYSICAL DAMAGE COVERAGE, A. Coverage**, the following will replace Paragraph **4. Coverage Extension:**

Rental Reimbursement Expenses

If "loss" occurs to a covered "auto" described or designated in the **Declarations** or **Schedule** and covered for **PHYSICAL DAMAGE COVERAGE**, we will pay for rental expenses for the rental of a similar replacement "auto" and additional transportation expenses incurred by you.

This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto". No deductible applies to this coverage. However:

- (1) We will pay only for those expenses incurred by you that begin 24 hours after the covered "loss".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Endorsement Effective Date: 04/01/2021	Policy Number: TCP0002313-00
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A. Additional Insured Coverage

1. SECTION II – WHO IS AN INSURED, is amended to include as an “insured” any person(s) or organization(s) with respect to the conduct of your business, other than:

- (1) A “van line” that is party to a written agreement with you that appoints you as its agent for purposes of providing moving and relocation services; or
- (2) A “van line” that is scheduled on any Additional Insured – Van Line endorsement to this policy;

and further provided that you have agreed to add such person or organization as an additional “insured” pursuant to an express provision in a written “insured contract” or other written agreement, or in a permit issued to you by a governmental or public authority.

Any person or organization is an additional “insured” solely with respect to “bodily injury” or “property damage” caused by an “accident” arising out of:

- (1) The conduct of your business; and
- (2) Your operations under the “insured contract”, other written agreement, or permit that takes place after:
 - (a) You executed the “insured contract” or written agreement; or
 - (b) The permit has been issued to you;

and then only to the limited extent and for no higher limits of insurance required in such “insured contract”, other written agreement, or permit.

B. Definitions

For purposes of this endorsement only, the following definition is added:

1. Van Line means a person or organization for which you have been appointed as an agent for purposes of providing moving and relocation services.

All other terms and conditions of the policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom you have a written contract requiring this condition.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Central Office Consolidation Project	Site	918
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	Valley Relocation & Storage	Agency's Contact	Joe Rodgers		
OUSD Vendor ID #	004478	Title	Manager		
Street Address	5000 Marsh Drive	City	Oakland	State	CA
Telephone	925-682-3740	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes, <input checked="" type="checkbox"/> No		
OUSD Project #	22105				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	4-01-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2022
		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)	\$50,000.00
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
9251/9870	Fund 40	400-9251-0-9870-8500-6274-918-9180-9000-9999-22105	6274	\$50,000.00

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.	Executive Director, Facilities Planning and Management				
	Signature		Date Approved	3/30/2022	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Lozano Smith, as to form only	Date Approved	3/31/22	
3.	Deputy Chief, Facilities Planning and Management				
	Signature		Date Approved	3/30/2022	
4.	Chief Financial Officer				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature	Gary Yee	Date Approved	4-28-2022	