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| Board Office Use: Legislative File Info. | |
| File ID Number | 21-2828 |
| Introduction Date | 12-15-2021 |
| Enactment Number | 21-2060 |
| Enactment Date | 12/15/2021 er |



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 December 15, 2021

Subject General Services Agreement – Nor-Cal Moving Services – Laurel Child Development Center Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education to the General Services Agreement by and between the District and Nor-Cal Moving Services, Hayward, California, for the latter to provide moving services which includes moving electronics and PC's using a wooden machine cart or a speed cart; loading hard drives and monitors using anti-static shrink wrap and bubble wrap. A security (black) wrap will also be applied to prevent vandalism for the Laurel Child Development Center Project, in the not to exceed amount of **\$7,700.00**, which includes a **\$700.00** contingency, with work scheduled to commence on **December 16, 2021**, and scheduled to last until **September 30, 2022**, pursuant to the Agreement.

Discussion This contract for moving services and did not require bidding since the price was below the \$96,700 bidding threshold. (Public Contract Code §20111 (a).)

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education to the General Services Agreement by and between the District and Nor-Cal Moving Services, Hayward, California, for the latter to provide moving services which includes moving electronics and PC's using a wooden machine cart or a speed cart; loading hard drives and monitors using anti-static shrink wrap and bubble wrap. A security (black) wrap will also be applied to prevent vandalism for the Laurel Child Development Center Project, in the not to exceed amount of **\$7,700.00**, which includes a \$700.00 contingency, with work scheduled to commence on **December 16, 2021**, and scheduled to last until **September 30, 2022**, pursuant to the Agreement.

Fiscal Impact Fund 21 Measure J

Attachments

- Agreement
- Scope of work
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 21-2828

Department: Facilities Planning and Management

Vendor Name: Nor-Cal Moving Services

Project Name: Laurel Child Development Center Project No.: 17126

Contract Term: Intended Start: 12-16-2021 Intended End: 09-30-2022

Total Cost Over Contract Term: \$7,700.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Nor-Cal Moving Services was a direct selection based on past work experience done on the Districts' moving projects. Given the Consultant'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.

Consultant will provide moving services which consists of moving electronics and PC's using a wooden machine cart or a speed cart (open top) to load each hard drive and monitor using anti-static shrink wrap and bubble wrap. A security (black) wrap is then applied to ensure that all items are stable and secure from onlookers to prevent vandalism.

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?

Nor-Cal Moving Services has done work and is currently working for the District. The District has found that the consultant performed work quickly, accurately, 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 – *contact legal counsel to discuss if applicable*
- Sole source contractor – *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 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:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of 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 \$96,700 or less (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- 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 \$96,700 (as of 1/1/21)
- 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:

- o Consultant will be providing moving services that are below the \$96,700 bidding threshold.

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **December 16, 2021** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Nor-Cal Moving Services** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): Nor-Cal Moving Services to provide moving services which includes moving electronics and PC’s using a wooden machine cart or a speed cart (open top) to load each hard drive and monitor using anti-static shrink wrap and bubble wrap. A security (black) wrap is then applied to ensure that all items are stable and secure to prevent vandalism. The Basic Services include all work described in the October 28, 2021, scope of work, which is attached to this Agreement as Exhibit A. Contractor may only provide other services (“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.** This Agreement shall begin on **December 16, 2021**, and shall terminate upon completion of the Services, but no later than **September 30, 2022** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. 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, however the parties may agree in writing to a shorter notice period. 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 SEVEN THOUSAND SEVEN HUNDRED Dollars NO/100 (\$7,700.00), which consists of a not-to-exceed amount of SEVEN THOUSAND Dollars NO/100 (\$7,000.00) for performance of the Basic Services, and a not-to-exceed amount of SEVEN HUNDRED Dollars

HUNDRED Dollars (\$700.00) 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. 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, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.

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 to 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."

- ~~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, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) 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

Shanthy Gonzales 12/16/2021
 _____ Date
 Shanthy Gonzales, President,
 Board of Education

Kyla Johnson-Trammell 12/16/2021
 _____ Date
 Kyla Johnson-Trammell, Superintendent
 and Secretary, Board of Education

K Chatman for T.N. 11/18/21
 _____ Date
 Tadashi Nakadegawa, Deputy Chief,
 Facilities Planning & Management

CONTRACTOR:

Nor-Cal Moving Services

By: *Roberto Rodriguez*

 Commercial Reclamation
 Title: *Consultant* Date: *11/17/21*

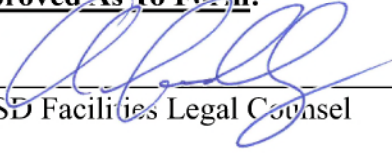
Address for District Notices:

Oakland Unified School District
 955 High Street
 Oakland, CA 94601
 510-535-2728

Address for Contractor Notices:

Nor-Cal Moving Services
 3129 Corporate Place
 Hayward, CA 94545
 510-543-4668

Approved As To Form:



OUSD Facilities Legal Counsel

11/17/21

Date

Exhibit A

Proposal

NOR-CAL MOVING SERVICES

- **STRENGTH**

Number One volume office moving company since 1986. Sales – 60 million in annual moving revenue.

- **PLANNING**

Thorough preparation and planning is the key for all relocations. You set the priorities and NOR-CAL executes the plan. NOR-CAL account representatives are the top professionals in the industry.



- **CAPABILITY**

The trained personnel, specialized equipment, and standard office moving experience of the NOR-CAL staff are more extensive than any other mover in the Bay Area.

- **SPECIALIZED SERVICES:**

Services provided in addition to Panel installations and office moving include:

- Agent for Allied Van Lines
- Partition Panel Refurbishment & Cleaning
- Furniture Repair (on or off-site)
- Seismic Bracing (warehouse & furniture)
- Project Move Management
- Warehousing; Receive, Distribution, Logistics Management



- **PERSONNEL POLICY**

NOR-CAL is the only local mover that drug screens all applicants prior to employment and conducts random tests during employment.

- **SUPERVISION**

Supervision plays a key role in every move, regardless of the size of the move. The key to our success is our supervision as our references will confirm.

On larger or "shuttle" type moves, we assign two (2) working foremen, who communicate and coordinate all on the spot details of schedules, equipment and manpower.

***NOR-CAL* MOVING SERVICES**

Proposal Summary

Origin: 3825 California St. Oakland, CA

Destination: Oakland, CA

NOR-CAL Responsibilities

- Supply all necessary trucks, equipment, boxes, and labor
- Provide building protection for floors, corner guards and wall protection in relocation traffic areas at both origin and destination.
- Coordinate with building management and security and adhere to all security protocols.

General Assumptions

1. All items to be moved will be labeled according to a detailed floor plan of destination as provided by Oakland Unified School District.
2. NOR-CAL will have unobstructed access to all move areas.
3. Oakland Unified School District will do all the packing.
4. Elevator must be working.

Exhibit B
Hourly Rates

NOR-CAL MOVING SERVICES

When moving electronics and PC's NOR-CAL will use a wooden machine cart or a speed cart (open top) to load each hard drive and monitor using anti-static shrink wrap and bubble wrap. Security (black) wrap is then applied to ensure that all items are stable and secure from onlookers.



Moving Scope

1- Laurel Childcare will do all the packing and labeling.

| | | |
|----------------------------|---|-------------------|
| Relocating 5 rooms. | = | \$6,300.00 |
| 250 Boxes + labels | = | \$500.00 |
| Box delivery | = | \$200.00 |
| 10% contingency | = | \$700.00 |
| Total | = | \$7,700.00 |

The above quote is a good faith, from the information provided by you.

If changes occur in the scope of work or beyond the control of NOR-CAL Moving Services and additional hours are needed, additional charges may be incurred. Subject to Customer's prior written consent.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2021

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 Alliant Insurance Services, Inc. 222 Bloomingdale Rd Ste 400 White Plains NY 10605 | CONTACT NAME: Paula Moscetti PHONE (A/C No. Ext): 914-336-7792 E-MAIL ADDRESS: Michelle.leschhorn@alliant.com | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | |
| License#: 0C36861 NOR-MOV-01 | INSURER A: Vanliner Insurance Company | NAIC # 21172 |
| INSURED Nor-Cal Moving Services dba Allied International San Francisco, Nor-Cal Records Management Inc 3129 Corporate Place Hayward CA 94545 | INSURER B: Acceptance Casualty Insurance | 10349 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 1314600941

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 <input checked="" type="checkbox"/> contractual liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | AVG000002608 | 10/1/2021 | 10/1/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | AVA384740010 | 10/1/2021 | 10/1/2022 | 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 \$ | Y | | EMM000043501 | 10/1/2021 | 10/1/2022 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y | AVW384740210 | 10/1/2021 | 10/1/2022 | <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 liability | | | CGV384740010 | 10/1/2021 | 10/1/2022 | \$1,000,000 veh/occur -\$5000 |

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

Re: All moves performed in California.
 Sparknight LLC, as Owner or Landlord, and CBRE, Inc. are additional insured with respect to designated General Liability and Auto Liability policies for bodily injury and property damage resulting from the negligent acts of the named insured while performing moves during the policy term. The insurance afforded by this policy for the additional insured(s) is primary and non-contributory with respect to the sole negligence of named insured.

CERTIFICATE HOLDER**CANCELLATION**

Sparknight LLC and CBRE, Inc.
 1000 Broadway, Suite 335
 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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DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

| | | | |
|---------------------|---|-------------|-----|
| Project Name | Laurel Child Development Center Project | Site | 131 |
|---------------------|---|-------------|-----|

Basic Directions

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

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

Contractor Information

| | | | | | | |
|--------------------|---|-----------------------------|---|-------|----|-----------|
| Contractor Name | Nor-Cal Moving Services | Agency's Contact | Roberto Rodriguez | | | |
| OUSD Vendor ID # | 003098 | Title | Sr. Sales Rep | | | |
| Street Address | 3129 Corporate Pl | City | Hayward | State | CA | Zip 94545 |
| Telephone | 510-780-2764 | 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 # | 17126 | | | | | |

Term of Original/Amended Contract

| | | | |
|---|------------|--|-----------|
| Date Work Will Begin (i.e., effective date of contract) | 12-16-2021 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 9-30-2022 |
| | | 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) | \$7,700.00 |
| 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 |
|------------|--------------------|--|-------------|------------|
| 9650/9750 | Fund 21, Measure J | 210-9650-0-9750-8500-6276-131-9180-9905-9999-99999 | 6276 | \$7,700.00 |

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 | 11-18-21 | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | | |
| | Signature | Lezano Smith, as to form only | Date Approved | 11/17/21 | |
| 3. | Deputy Chief, Facilities Planning and Management | | | | |
| | Signature | T. Nakadegawa | Date Approved | 11-18-21 | |
| 4. | Chief Financial Officer | | | | |
| | Signature | | Date Approved | | |
| 5. | President, Board of Education | | | | |
| | Signature | | Date Approved | | |