Board Office Use: **Legislative File Info.**	
File ID Number	19- 1665
Introduction Date	9-11-2019
Enactment Number	19-1359
Enactment Date	9/11/19 lf

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date September 11, 2019

Subject Amendment No. 1, Contract for Services -Star Elevator - McClymonds High School

---

Action Requested

Approval by the Board of Education for Amendment No. 1, "Contract for Services between the District and Star Elevator, Oakland, CA," for the latter to provide the labor and material to perform the repairs on the passenger elevator. The District has an ongoing contract with Star Elevators regarding the general repair and maintenance of the elevator at McClymonds High School. During the course of this contract the elevator system became inoperable and needed immediate repair. Therefore, the extra work was ordered. If the repairs were not performed, then those students, staff, and community members who require use of the elevator for mobility would have been isolated to the entry floor. Further, the repairs were required in order to maintain compliance with Labor Code Section 7300-7324.2, Safety on Buildings. The additional repairs and services added amounted to $7,537.62, which increase the Agreement amount from $34,688.90 to $42,226.52. All remaining portions of the agreement shall remain in full force and effect, including the timeline.

Discussion

This amendment is necessary for additional Emergency services

LBP (Local business participation percentage)

0.00%

Recommendation

Approval by the Board of Education for Amendment No. 1, "Contract for Services between the District and Star Elevator, Oakland, CA," for the latter to provide the labor and material to perform the repairs on the passenger elevator. The District has an ongoing contract with Star Elevators regarding the general repair and maintenance of the elevator at McClymonds High School. During the course of this contract the elevator system became inoperable and needed immediate repair. Therefore, the extra work was ordered. If the repairs were not performed, then those students, staff, and community members who require use of the elevator for mobility would have been isolated to the entry floor. Further, the repairs were required in order to maintain compliance with Labor Code Section 7300-7324.2, Safety on Buildings. The additional repairs and services added amounted to $7,537.62, which

increase the Agreement amount from $34,688.90 to $42,226.52. All remaining portions of the agreement shall remain in full force and effect, including the timeline.

Fiscal Impact

Fund 21, Measure J

Attachments

- Amendment including scope of work
- Certificate of Insurance
- Consultant Proposal

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 1 TO

CONTRACT FOR SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Star Elevator**, OUSD entered into an agreement with CONTRACTOR for services on **December 31, 2019** ("Agreement"), and the parties agree to amend the Agreement as follows:

1. **Services:** ☐ The scope of work is unchanged. **X The scope of work has changed.**

   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.

   The CONTRACTOR agrees to provide the following amended services: Star Elevator will provide the labor and material to perform the following repairs on the passenger elevator. Add Services: Emergency services.

2. **Terms** (duration): X The term of the contract is unchanged. ☐ The term of the contract has changed.

   If term is changed: The contract term is back dated to **March 14, 2019**, and the expiration date does not change **December 31, 2019**.

3. **Compensation:** ☐ The contract price is unchanged. X The contract price has changed.

   If the compensation is changed: The contract price is

   X Increased by **Seven thousand five hundred thirty seven dollars** and 62/100 (**$7,537.62**).

   ☐ Decreased by _____ dollars and no/100 ($_____).

   Prior to this amendment, the contract price was **Thirty-four thousand six hundred eighty eight dollars** and 90/100 (**$34,688.90**), and after this amendment, the contract price will be **Forty-two thousand two hundred twenty six dollars and 52/100 ($42,226.52).**

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:**

   X 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 to Professional Services Contract

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng

Aimee Eng, President,
Board of Education

9/12/19
Date

9/12/19
Date

Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

8-20-19
Date

Timothy White, Deputy Chief
Facilities, Planning and Management

Approval as to form:

8/20/19
Date

Arne Sandberg [name]

General Counsel, Facilities, Planning and Management

CONTRACTOR

8/6/2019
Date

Contractor Signature

Paul M. Onorato

Treasurer

Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Star Elevator

1. Detailed Description of Services to be Provided:
   Star Elevator will provide the labor and material to perform the following repairs on the passenger elevator.

   Add Services: Emergency services.

2. Specific Outcomes:

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

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	X Accountable for quality
0 High quality and effective instruction	0 Full service community district

INVOICE

315406

Bill To: Oakland Unified School District
Facilities Planning & Management
Atten: Mr. John Esposito
955 High Street
Oakland, CA 94601

Location: 2607 Myrtle (McClymonds)
2607 Myrtle (McClymonds)
Oakland, CA 94601

Account #: MYRT1

	Oct 31,2018 315406	Upon Receipt P1800606	OUSD (#24) Star Bay Area		133509 Construction

2.00	6/26/18 A. Maynard - Troubleshoot the elevator. Found a crew needed to access the cartop for door operator inspection. Left car shut down.	No	Hour	$262.00	$524.00
7.00	6/29/18 G. Sommese & B. Paris - Found faulty bearing on door operator motor. Removed and transported motor to motor shop. Serviced door equipment. Motor damaged from doors being held opened. Informed contractor to stop using stop switch when loading and unloading material. Left elevator shut down.	No	Hour	$429.00	$3,003.00
4.00	7/10/18 J. Alvarado & B. Paris - Re-installed door operator motor. Changed springs.	No	Hour	$429.00	$1,716.00
3.00	7/12/18 - J. Alvarado & D. Ely - Changed door operator sprocket. Checked overall operation and returned car to service.	No	Hour	$429.00	$1,287.00
1.00	Motor Materials	Yes	Each	$101.56	$101.56
1.00	Motor Labor	No	Each	$621.25	$621.25
1.00	Ring & Sprocket	Yes	Each	$253.72	$253.72

McClymonds High School - Labor and material required to troubleshoot and, if time permits, correct the condition causing the doors to not operate properly and troubleshoot the door component for the passenger elevator. (State# 28844).

$355.28
$7,151.25
$7,506.53
$31.09
$7,537.62

Star Elevator, Inc. - **Atlas Elevator Company**
1300 Industrial Road, Suite 4
San Carlos, CA 94070
(650) 631-3999

Location # MYRT1
2607 Myrtle (McClymonds)

Invoice # 315406

Amount $ 7,537.62

Paid $

PLEASE DETACH THIS PORTION AND RETURN WITH PAYMENT

UNITEC

EXCELLENCE FROM THE GROUND UP

212 WEST NEWBERRY ROAD
BLOOMFIELD, CT 06002
PHONE 1-800-328-7840

RECEIVED JUL 16 2018

INVOICE

CUSTOMER NO.	JCA0038022
DATE	July 10, 2018
INVOICE NO.	JCA022ATJ
ORDER NO.	18184361

PAGE 1

BILL TO:

112 000000004

STAR ELEVATOR COMPANY
1300 INDUSTRIAL RD STE 4
SAN CARLOS CA 94070-4130

SHIP TO:

STAR ELEVATOR CO
1300 INDUSTRIAL ROAD, SUITE 4
SAN CARLOS CA 94070

TERMS: PAYABLE UPON RECEIPT — CUSTOMER P.O. NUMBER: 23824

QUANTITY	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
1	172ES3	RING	0.08	0.08
1	195CP2	SPROCKET	126.80	126.80

CHK NO.

JOB NO. 2607 Myrtle #133509

CODE 515

APPROVED MB

POSTED 7/18

SHIPPED BY:	UPS OVERNIGHT
SHIPMENT #	
1Z0978281590459491	

SUBTOTAL	126.88
SALES TAX	11.10
FREIGHT	65.00
INVOICE AMOUNT	202.98

SUBJECT TO THE TERMS AND CONDITIONS OF SALE CONTAINED ON THE PACKING SLIP. THE TERMS CONTAINED ON THE FRONT SIDE OF THIS INVOICE AND THE REVERSE SIDE OF THE PACKING SLIP CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES HERETO.

WE CERTIFY THAT THE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6,7, AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOUR ISSUED UNDER SECTION 14 HEREOF. PAYMENTS NOT RECEIVED WITHIN THIRTY(30) DAYS OF THE DATE OF INVOICE SHALL BE DEEMED OVERDUE AND SHALL BEAR AN INTEREST CHARGE ON THE OVERDUE AMOUNT, CALCULATED FROM THE DATE OF INVOICE, AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS. SHOULD IT BE NECESSARY TO COMMENCE COLLECTION PROCEEDINGS AGAINST YOU FOR ANY OVERDUE PAYMENTS, WE SHALL ALSO BE ENTITLED TO REIMBURSEMENT FROM YOU FOR THE COST OF SUCH PROCEEDINGS, INCLUDING ATTORNEY'S FEES.
OVERDUE ACCOUNTS MAY BE SUBJECT TO CREDIT HOLD PENDING RECEIPT OF OUTSTANDING BALANCE.
RETURNS MUST BE MADE WITHIN 45 DAYS OF RECEIPT OF MATERIAL. THERE WILL BE A 15% RESTOCKING CHARGE APPLIED TO ALL RETURNS.
THIS POLICY DOES NOT APPLY TO SPECIAL OR CUSTOM ORDERED MATERIAL OR CUSTOMER DAMAGED PARTS. RETURN WILL NOT BE ACCEPTED WITHOU A RETURN AUTHORIZATION AND NO RETURNS WILL BE ACCEPTED OUTSIDE OF 45 DAYS FROM RECEIPT OF MATERIAL.

ANY QUESTIONS CONCERNING THIS INVOICE, PLEASE CONTACT UNITEC AT: (800) 328-7840

OI180710-112-000000004

2607 Myrtle
P/O 23824
#133509

$202.98 x 1.25 = $253.72

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/11/2019

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

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

PRODUCER
RBN Insurance Services
303 E Wacker Dr Ste 650
Chicago IL 60601

CONTACT NAME:
PHONE (A/C, No, Ext): 312-856-9400 | FAX (A/C, No): 312-856-9425
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance Co.	16691
INSURER B : Old Republic General Insurance Corporation	
INSURER C : Liberty Ins. Underwriters, Inc	19917
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Star Elevator, Inc.
1300 Industrial Road, Suite 4
San Carlos CA 94070

STARELE-02

COVERAGES **CERTIFICATE NUMBER:** 1567813606 **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	X COMMERCIAL GENERAL LIABILITY	Y	Y	GLP130348102	2/1/2019	2/1/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	A5CAA0000900	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB [X] OCCUR	Y		1000331685-01	2/1/2019	2/1/2020	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [X] RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			A5CW-A000-0900	1/1/2019	1/1/2020	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: Project: McClymonds Intensive Support Site -

Oakland Unified School District and its governing board, agents, representatives, employees, trustees, officers, consultants and volunteers are additional insureds as respects the General Liability and Auto Liability as required by written contract. Waiver of subrogation applies in favor of the additional insured as respects the General Liability, Auto Liability and Workers Compensation as required by written contract.

CERTIFICATE HOLDER

Oakland Unified School District
955 High Street
Oakland CA 94601
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	McClymonds HS Intensive Support Site	**Site**	303

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	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Star Elevator	Agency's Contact	Dalila Juarez				
OUSD Vendor ID #	004058	Title	Owner				
Street Address	1300 Industrial Road, Suite 4	City	San Carlos	State	CA	Zip	94070
Telephone	650-631-3999	Policy Expires					
Contractor History	Previously been an OUSD contractor? **X** Yes ☐ No	Worked as an OUSD employee? ☐ Yes ☐ No					
OUSD Project #	15106						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	3-14-2019__	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2019
		New Date of Contract End (If Any)	_-__-20__

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$42,226.52
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$ 7,537,62
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
9799/9649	**Fund 21, Measure J**	**210-9799-0-9649-8500-6274-303-9180-9901-9999-99999**	**6274**	**$7,537.62**

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.

1.	**Division Head**	**Phone**	510-535-7038	Fax	510-535-7082
	Director, Facilities Planning and Management				
	Signature		Date Approved		
2.	**General Counsel, Department of Facilities Planning and Management**				
	Signature		Date Approved		
3.	**Deputy Chief, Facilities Planning and Management**				
	Signature		Date Approved		
4.	**Chief Financial Officer**				
	Signature		Date Approved		
5.	**President, Board of Education**				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: Legislative File Info.	
File ID Number	19-0324
Introduction Date	3-13-2019
Enactment Number	19-0412
Enactment Date	3/13/2019 lf

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To	Board of Education 3/13/19
From	Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education Timothy White, Deputy Chief, Facilities Planning and Management
Board Meeting Date	March 13, 2019
Subject	Independent Consultant Agreement - Star Elevator - McClymonds Intensive Support Site Project
Action Requested	Approval by the Board of Education of an Independent Consultant Agreement between the District and Star Elevator, Oakland, CA, for the latter to provide labor and material to perform repairs on passenger elevator; upgrade car operating panel; install an emergency telephone in new car operating panel; install new handrail; upgrade hallway fixtures; and install car direction lantern, in conjunction with the McClymonds Intensive Support Site Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing March 14, 2019 and concluding no later than December 31, 2019, in an amount not-to exceed $34,688.90.
Discussion	State requires elevators to be up to code and functioning.
LBP (Local Business Participation Percentage)	0.00%
Recommendation	Approval by the Board of Education of an Independent Consultant Agreement between the District and Star Elevator, Oakland, CA, for the latter to provide labor and material to perform repairs on passenger elevator; upgrade car operating panel; install an emergency telephone in new car operating panel; install new handrail; upgrade hallway fixtures; and install car direction lantern, in conjunction with the McClymonds Intensive Support Site Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing March 14, 2019 and concluding no later than December 31, 2019, in an amount not-to exceed $34,688.90.
Fiscal Impact	Fund 21, Measure J
Attachments	• Independent Consultant Agreement including scope of work • Consultant Proposal • Certificate of Insurance

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No.

Department: Facilities Planning and Management

Vendor Name: Star Elevator

Project Name: McClymonds Intensive Support Site **Project No.:** 15106

Contract Term: Intended Start: 3/14/2019 Intended End: 12/31/2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: $34,688.90

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 Vendor selected?

Vendor has an existing contract with Thompson Builders (general contractor on project) that OUSD will be picking up.

Summarize the services this Vendor will be providing.

Star elevator will provide the labor and material to perform the following repairs on the passenger elevator.

1. Upgrade car operating panel
2. Install an emergency telephone in the new car operating panel
3. Install a new handrail
4. Upgrade hallway fixtures
5. Install car direction latern

Was this contract competitively bid? ☐ Yes (No if Unchecked)

If No, please answer the following:
1) How did you determine the price is competitive?

RFP

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- ☒ **Professional Service Agreements** of less than $90,200 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitve selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
  - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the $86,000 bid limit, must be competitvely advertised, but any one of the three lowest responsible bidders may be selected
  - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - ☐ Western States Contracting Alliance Contracts (WSCA)
  - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☒ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ■ **Other, please provide specific exception**

3) ☐ **Not Applicable - no exception - Project was competitively bid**

INDEPENDENT CONSULTANT AGREEMENT
FOR PROFESSIONAL SERVICES
Less Than $92,600

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **8th day of February 2019**, by and between the **Oakland Unified School District** ("District") and **Star Elevator** ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

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

WHEREAS, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services"):

   Scope of Services includes vendor to provide labor and material to perform repairs on passenger elevator; i.e. upgrade car operating panel; install an emergency telephone in new car operating panel; install new handrail; upgrade hallway fixtures; and install car direction lantern.

2. **Term.** Consultant shall commence providing Services under this Agreement on **March 14, 2019,** and will diligently perform as required and complete performance by **December 31, 2019,** unless this Agreement is terminated and/or otherwise cancelled prior to that time. This Agreement may be extended upon mutual approval of both parties in writing on an annual basis to the extent permissible under applicable law.

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

X	Signed Agreement	X	W-9 Form
X	Insurance Certificates & Endorsements	X	Workers' Compensation Certificate
X	Debarment Certification		Other: _____
X	Fingerprinting/Criminal Background Investigation Certification		

4. **Compensation.** District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement, a fixed fee of **THIRTY-FOUR THOUSAND, SIX HUNDRED EIGHTY-EIGHT AND NINETY CENTS ($34,688.90),** ("Contract Price"). Paid monthly in proportion to Services performed.

   4.1. District shall pay Consultant for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the

Services for which payment is to be made (such approval not to be unreasonably withheld or delayed).

4.2. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with Section 25 below.

5. **Expenses**. Expenses will not be charged for Consultant's performance of these Services.

6. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

7. **Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program:** Consultant shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.

8. **Independent Contractor**. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant 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 Consultant's employees. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

9. **Performance of Services / Standard of Care.**

9.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

9.1.1. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

9.1.2. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

9.1.3. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State

of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

9.1.4. Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall use professional efforts in identifying any errors, inconsistencies, or omissions.

9.1.5. Any representations, recommendations, opinions or conclusions relating to the Services provided by Consultant must be made in writing by duly authorized representatives of Consultant.

9.2. **Meetings.** Consultant and District agree to participate in regular meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

9.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

10. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District (specifically excluding any underlying pre-existing intellectual property). District may, with Consultant's prior written consent, use Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

12. **Termination.**

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

12.3.1. material violation of this Agreement by the Consultant; or

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

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

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

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

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, arising out of, pertaining to or relating to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant. Consultant shall, to the fullest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. **Insurance.**

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

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

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

protected must be obtained before any of those employee(s) commence performing any portion of the Services.

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

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

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance shall be written on an occurrence form.

14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment**. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws**. Consultant shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant

observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.

18. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

21. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

    21.1. All site visits shall be arranged through the District;

    21.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

    21.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

    21.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;

    21.5. Consultant and Consultant's employees shall not use student restroom facilities; and

    21.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

22. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

23. **No Rights in Third Parties**. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

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

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

    24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

25. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

26. **Disputes**: In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

27. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of

performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District	Star Elevator,
955 High Street	1300 Industrial Road, Suite 4
Oakland, CA 94601	San Carlos, CA 94070
Tel: 510-535-7038; Fax: 510-535-7040	Tel: 650-631-3999
ATTN: Tadashi Nakadegawa	Attn: Dalila Juarez

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

29. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.

31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

33. **Incorporation of Recitals and Exhibit.** The Recitals and exhibit attached hereto are hereby incorporated herein by reference.

34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

35. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

36. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

37. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

38. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

39. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

40. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

Tadashi Nakadegawa
Director, of Facilities Planning & Management

[SIGNATURES ON NEXT PAGE]

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

OAKLAND UNIFIED SCHOOL DISTRICT

Amiee Eng — 3/14/2019

Amiee Eng, President, Board of Education — Date

3/14/2019

Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education — Date

2/13/19

Timothy White, Deputy Chief, Facilities Planning and Management — Date

APPROVED AS TO FORM:

2/20/19

OUSD Facilities Legal Counsel — Date

CONSULTANT

, Treasurer — 2/11/2019

Date

Information regarding Consultant:

Consultant: Star Elevator Inc.

License No.: 432744

Address: 1300 Industrial Road, Suite A
San Carlos, CA 94070

Telephone: 650.631.3999

Facsimile: 650.631.3927

E-Mail: Star@starelevator.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
X Corporation, State: CA
____ Limited Liability Company
____ Other: _____

_____:
Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: February 11, 2019

Proper Name of Consultant: Star Elevator Inc.

Signature: [signature]

Print Name: Paul M. Morato

Title: Treasurer

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned is aware of and hereby certify that neither **Star Elevator** ("Consultant") nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the undersigned agrees to include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Consultant or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the 11th day of February 2019 for the purposes of submission of this Agreement.

By: _____
Signature

Paul M. Onorato
Typed or Printed Name

Treasurer
Title

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

X Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

X The installation of a physical barrier at the worksite to limit contact with pupils.

☐ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

☐ Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: February 11, 2019

Name of Consultant: Star Elevator Inc.

Signature: [signature]

Print Name and Title: Paul M. Onorato, Treasurer

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

SCOPE OF SERVICES

Vendor provides labor and material to perform repairs on passenger elevator; i.e. upgrade car operating panel; install an emergency telephone in new car operating panel; install new handrail; upgrade hallway fixtures; and install car direction lantern.

In accordance with Vendor's "ADA Upgrades to Car and Hallway Fixtures" proposal date January 25, 2019 which is attached to this Exhibit "A" and incorporated herein.

PMD

STAR ELEVATOR

ADA UPGRADES TO CAR AND HALLWAY FIXTURES

DATE: ~~June 29, 2018~~ Revised January 25, 2019

CUSTOMER
Thompson Builders Corporation
250 Bel Marin Keys Blvd # A
Novato, CA 94949

ELEVATOR LOCATION
McClymonds Middle School
2607 Myrtle
Oakland, CA
Passenger Elevator (State No. 28844)

Star Elevator will provide the labor and material to perform the following repairs on the passenger elevator located at McClymonds Middle School 2607 Myrtle, Oakland. This work includes the following:

Upgrade Car Operating Panel (C.O.P.):

1. Label the wires to the existing C.O.P.
2. Disconnect and remove the existing C.O.P. faceplate and electrical box from the car wall.
3. Identify and label the wiring to the existing pushbuttons; disconnect wiring.
4. Enlarge the opening in the return wall to accommodate the new C.O.P.
5. Install the C.O.P. box and faceplate.
6. Pull in new wiring into the new C.O.P. and connect.
7. Connect the C.O.P. pushbuttons to the existing modified wiring. ***See Note 5a below***

Install an Emergency Telephone in the new C.O.P.:

8. Install a shielded pair traveling cable from the junction box underneath the elevator platform to the hoistway junction box.
   a. Install and hang traveling cable from kellum grips and securely fasten.
   b. Connect wiring from new shielded pair traveling cable to the provided telephone wiring at the half way point in the hoistway.
9. Install the emergency telephone.
   a. Install a new ADA-compliant, hands free emergency telephone in the Car Operating Panel.
   b. Program the telephone to automatically dial Star Elevator's 24-hour number
   c. Program the voice feature message to automatically announce the following when the telephone is activated: "This is an emergency call from the passenger elevator located at 2607 Myrtle, Oakland, please send assistance."
   d. Test elevator telephone for proper operation.

Install Handrail:

10. Remove the existing handrail.
11. Install the new stainless steel handrail.

Upgrade Hallway Fixtures:

At Each Landing:

12. Remove the hall station faceplate.
13. Label the existing wiring and disconnect.
14. Cut back old wall coverings to expose the box opening.
15. Install new push buttons and reconnect the wiring.
16. Install the new hall station faceplate.
17. Install new Braille plates in the hall door jambs.

Install Car Direction Lantern:

18. Install a new car direction lantern in or near the car entrance jamb.
19. When Star's work has been accepted by Customer, Customer will sign an Elevator Equipment Acceptance Form. ***See Note 6 below.***
20. Check elevator operation and return elevator to service.

Price:

Thirty-Four Thousand Six Hundred Eighty-Eight and 90/100 Dollars ($34,688.90)
Price includes applicable Sales Tax and is valid for thirty (30) days

1300 Industrial Road, #4, San Carlos, CA 94070 • (650) 631-3999 • Email: star@star-elevator.com

Notes:

1. **General.** The scope of work above will upgrade the existing elevator car and hall fixtures which are obsolete and not compliant with current ADA Code requirements. New fixtures will improve the look, reliability, and serviceability of the elevators. Further, the new fixtures will be compatible with current ADA / Title 24 requirements (with limitations – see below) which will improve the ADA accessibility of the elevators.

2. **ADA Fixture Limitations.** Some of the fixtures provided will *not* be fully ADA compliant because the existing elevator controller is not sophisticated enough to provide the necessary signals as follows:
   a. **Car Call Pushbuttons.** Will not illuminate when pushed.
   b. **Car Direction Lantern.** Will not illuminate the direction of travel until a call has been registered with a car call pushbutton.
   c. **Hall Station Pushbuttons.** Will not illuminate when pushed.

3. **Other ADA Limitations.** In addition to the fixture limitations above, the elevator will *not* be fully ADA compliant for the following reason:
   a. **Hallway Doors.** Manual swing hallway doors are not ADA compliant; hallway doors must be automatic.

4. **Fixture Drawing Submittals.** Customer will be furnished with a set of submittal drawings for review and approval. Lead times are measured from the date of final approval by Customer. In the event that changes are made either in design or materials selection which result in additional costs, such costs plus 20% (for administration and overhead) will be added to the Price above as an extra.

5. **Fixture Finish.** All new fixtures provided will be of industry-standard quality and manufactured by Innovation Industries, Inc.
   a. **Car Fixtures:** The new car fixture faceplates will be stainless steel with #4 brushed finish and will be from the Innovation "Universal" fixture series. **The new pushbutton assemblies will not light up.**
   b. **Hallway Fixtures:** The new hallway fixtures will be surface mounted from the Innovation "Universal" fixture series; the faceplates will be stainless steel with #4 brushed finish.

6. **Elevator Equipment Acceptance Form.** Upon completion of Star's work and when such work is accepted by Customer, Customer will sign the attached Elevator Equipment Acceptance Form.

7. **Telephone line.** Installation of a telephone will require that Customer have a dedicated telephone line in the machine room. Star will not be able to commence its work until the telephone line has been installed.

8. **Lead Time.** Lead time on materials is approximately **ten to twelve (10-12) weeks** following authorization to proceed by Customer.

9. **Schedule.** Work will be scheduled as repair crews become available and materials are received. Unless otherwise agreed to, Star's normal repair hours are 6:00 AM to 2:30 PM, Monday through Friday (except holidays).

10. **Building Surfaces Protection.** Star will take reasonable industry-standard precautions to protect the surrounding walls and floors of the building; however, Customer is responsible for informing Star of any unusual wall or floor coverings / materials that will require specialized protective measures. If such measures are required, Star will inform Customer of any resultant increase in Star's cost (labor or materials) which will be added as an extra to the Base Price above.

11. **Codes and Ordinances.** All designs, clearances, construction, workmanship and materials provided will be in accordance with California Elevator Safety Orders as well as local codes and ordinances in force as of the above proposal date.

12. **Disposal.** Any materials or parts removed by Star and not reused will be properly disposed of by Star.

13. **Field Work.** Once field work has begun the elevator will be out of service for approximately **four (4) working days.**

14. **State Inspection.** The State of California, DOSH Elevator Unit, may require this work to be inspected. In the event such inspection of the elevator is required, Star will submit a separate proposal for the labor and fees associated with coordinating the scheduling of the inspection with the State and then assisting with the inspection.

THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO FORM AN INTEGRAL PART OF THIS AGREEMENT AND ALL OF SUCH TERMS AND CONDITIONS ARE PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN BY REFERENCE.

This Agreement is not valid until accepted by an officer of **Star Elevator, Inc. (hereinafter "Star").**

Accepted for **Customer**

By_____

Title_____ Date_____

Submitted for **Star Elevator, Inc.**

By_____

Accepted for **Star Elevator, Inc.**

By_____

Title_____ Date_____

GENERAL TERMS AND CONDITIONS

AUTHORITY: If the **Customer** is a corporation, a limited liability company or a partnership, the individual who signs this Agreement on behalf of the **Customer** warrants that the signing individual is a duly authorized agent of the **Customer**. Furthermore, the **Customer** binds the **Customer**, the **Customer's** partners, successors, executors, administrators and assigns to this Agreement in respect to all its terms and conditions.

CONTROL OF EQUIPMENT: It is agreed that when **Star** is not working about or on **Customer's** elevator equipment **Star** does not assume the management or control thereof, and at any time **Star's** employees are working on the equipment, **Star** is asserting possession and control only over the specific component being worked on at any given moment, and possession and control of the remainder of the equipment shall remain with the **Customer**.

TIME OF PERFORMANCE: Unless otherwise agreed it is understood that the work covered under this Agreement shall be performed during regular working hours on regular working days. If overtime is mutually agreed upon and performed, the additional charge, at **Star's** usual billing rates for such work, shall be added as an extra cost to the Agreement price herein.

CUSTOMER'S INDEMNITY OF STAR: The **Customer** shall indemnify, defend and hold **Star** harmless from all loss, cost, expense and liability, including reasonable attorney's fees and court costs incurred by **Star** in connection with or related to **Customer's** elevators, equipment, and premises, except that there shall be no indemnity for claims to the extent that the claim is caused by the negligence or willful misconduct of **Star** and/or its employees.

ACCESS: **Customer** will provide **Star** employees with unrestricted access to the elevator equipment and will provide a safe place for **Star** employees to work.

LIMITATION OF STAR'S LIABILITY: **Star** shall not be liable for any environmental or ecological loss or damage due to leakage, malfunction, or failure of the elevator equipment unless caused solely by the negligence or willful misconduct of **Star** or its employees.

In **consideration** of the performance by **Star** of the services enumerated herein at the price stated, it is agreed that **Star** shall not be liable for the injury or death of any person or damage or destruction of any property **except** to the extent that such injury, death or damage is caused by the negligence or willful misconduct of **Star** or its employees. In such event, **Star's** liability to the **Customer** is further limited to a sum not to exceed the total amount that was paid to **Star** by the **Customer** under this Agreement.

Star shall not be liable for any loss, damage or failure to perform any work under this Agreement which loss, damage or failure arises from or is related to any delay in **Star's** performance as a result of or due to any cause that is unavoidable or beyond **Star's** reasonable control, including but not limited to delays or nonperformance caused by the acts of government, strikes, lockouts, unavailability of parts, materials, supplies or skilled labor, power outages, fire, exposure, theft, floods, earthquake, riot, civil disturbance, war, malicious mischief, or acts of God.

UNDER NO CIRCUMSTANCES SHALL STAR BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, SPECIAL, GENERAL OR PUNITIVE DAMAGES RELATING TO OR RESULTING FROM ANY ALLEGED BREACH OF THIS AGREEMENT BY STAR OR NEGLIGENCE BY STAR. FURTHERMORE, STAR'S LIABILITY TO CUSTOMER IN THE EVENT OF THE BREACH OF THIS AGREEMENT BY STAR OR NEGLIGENCE BY STAR WILL BE LIMITED TO NO MORE THAN THE REPAYMENT AND REFUND TO CUSTOMER OF THE AMOUNT PAID TO STAR BY CUSTOMER UNDER THIS AGREEMENT.

NO WARRANTY: **STAR MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN REGARD TO ITS LABOR, EXCEPT IT WARRANTS THAT ALL LABOR PROVIDED WILL BE OF A STANDARD QUALITY FOR THE ELEVATOR INDUSTRY IN THE STATE WHERE THE EQUIPMENT IS LOCATED. STAR MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN REGARD TO ANY EQUIPMENT OR PARTS PROVIDED TO CUSTOMER OR AS TO THEIR DURABILITY EXCEPT THAT STAR WILL REPAIR OR REPLACE DEFECTIVE PARTS WITHIN NINETY (90) DAYS AFTER INSTALLATION AND UPON NOTICE WITHIN THAT TIME OF THE DEFECT. STAR'S SOLE LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE RELATING TO ANY FAILED OR DEFECTIVE PARTS WILL BE THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PART IF STAR IS NOTIFIED OF THE FAILURE DURING THE WARRANTY PERIOD.**

INSURANCE: **Star shall at all times maintain workers compensation insurance as prescribed by State law and shall maintain liability insurance in an amount of at least $1,000,000 per occurrence. Customer shall at all times maintain adequate comprehensive liability and property damage, including bodily injury, insurance covering the ownership, use, or operation of the equipment described herein. Customer agrees to repair or replace Star's material, equipment, or work on the premises should damage occur, through no fault of Star, by fire, theft, or otherwise.**

LATE PAYMENT: In the event **Customer** fails to pay any sum due within thirty (30) days from date of invoice, **Star** may immediately discontinue its work until said sum is paid. Further, **Star** may collect a late payment charge of 1 1/2% per month on all past due amounts from the due date. **Customer** understands that, pursuant to applicable law and in the event of nonpayment for services rendered to **Customer** by **Star** or materials supplied by **Star**, **Star** has the right to place a mechanic's lien against the real property in which the elevator equipment is situated.

TITLE TO PARTS: Any machinery, implements, or apparatus furnished by **Star** hereunder shall remain the personal property of **Star** and **Star** will retain title thereto until final payment is made by **Customer**. Should **Customer** default on the final payment, **Star** shall have the right to retake possession of said personal property irrespective of the manner of attachment to the realty, the acceptance of notes, or sale, mortgage or lease of the premises. Any costs including reasonable attorney fees associated with such repossession shall be paid by the **Customer**.

OLD OR UNUSED PARTS: In the course of its work on **Customer's** equipment and as further consideration for its work, **Star** reserves the right to remove and retain all machinery, implements, apparatus, and materials that have been replaced or, if new, not used.

BREACH: In the event of a breach of this Agreement, including a breach due to nonpayment of sums due, **Star** may, at its option, provided that the **Customer** has not cured the breach within five (5) days of delivery of written notice of the breach and demand to cure, declare this Agreement terminated. In the event of such election to terminate, all unpaid sums for work performed and materials supplied or ordered shall be immediately due and, further, **Star** shall be entitled to recover an additional sum equal to one-half of the outstanding unpaid balance of the Agreement Price which sum, the parties agree, is a reasonable estimate of **Star's** liquidated damages for breach of this Agreement which damages would otherwise be difficult or impossible to accurately determine.

ATTORNEY'S FEES: In the event of litigation arising from any breach of this Agreement or the indemnity provisions hereof, the prevailing party shall be entitled to recover its court costs and reasonable attorney fees incurred.

Customer Initials: _____

OAKLAND UNIFIED SCHOOL DISTRICT

Department of Facilities Planning and Management

ROUTING FORM

Project Information

Project Name Various Elevator Inspections | **Site** 010

Basic Directions

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

Attachment Checklist
- ☐ Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000
- ☐ Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Star Elevator	Agency's Contact	Dalila Juarez
OUSD Vendor ID #	004058	Vendor Title:	
Address	1300 Industrial Road, Suite 4 San Carlos, CA 94070	Telephone	6506313999
		Policy Expires:	
Contractor History	Previously been an OUSD contractor?	☐ Yes	Worked as an OUSD employee? ☐ Yes
OUSD Project #	05011		

Term

Date Work Will Begin	2/28/2019	Date Work Will End By (not more than 5 years from start date)	12/31/2019

Compensation

Total Contract Amount		Total Contract Not To Exceed	$340,000.00
Pay Rate Per Hour (if Hourly)		If Amendment, Changed Amount	
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object	Amount
8150	Fund 01 RRMA	010-8150-0-0000-8110-5670-988-9880-9000-0503-99999		$340,000.00

Approval and Routing (in order of approval steps)

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

Division Head **Phone** 510-535-7038 **Fax** 510-535-7082

1. **Director, Department of** BUILDings and Grounds
   Signature Christopher Amato **Date Approved**
2. **General Counsel, Department of Facilities Planning and Management**
   Signature **Date Approved** 2/20/19
3. **Deputy Chief, Department of Facilities Planning and Management**
   Signature **Date Approved** 1/28/19
4. **Senior Business Officer, Board of Education**
   Signature **Date Approved**
5. **President, Board of Education**
   Signature **Date Approved**

THIS FORM IS NOT A CONTRACT

OAKLAND UNIFIED SCHOOL DISTRICT
CITIZENS BOARD OVERSIGHT COMMITTEE
Bond Measure J - Master Plan Detail By Draw
05/29/19

Project Type	Project Name	Sum of 1st Draw, Oct 2013 $120M	Sum of 2nd Draw, Aug 2015 $180M	Sum of 3rd Draw, July 2019 $175M	Budget Per August 2018 Spending Plan 475,000,000	Allocation %
California Solar Initiative Solar	California Solar Initiative (CSI) Project	$ 28,600,162	$ 2,399,838	$ -	$ 31,000,000	
California Solar Initiative Solar Total		$ 28,600,162	$ 2,399,838	$ -	$ 31,000,000	6.53%
Child Development Centers	Child Development Centers Improvements - Laurel		$ -	$ 3,500,000	$ 3,500,000	
Child Development Centers Total		$ -	$ -	$ 3,500,000	$ 3,500,000	0.74%
Restricted Use	Bond Program Restricted Use		$ -	$ 5,591,483	$ 5,591,483	
Contingency Total		$ -	$ -	$ 5,591,483	$ 5,591,483	1.18%
Energy Efficiency Projects	Prop 39 Projects and Energy Efficiency	$ 2,427,646	$ 528,513	$ 5,668,841	$ 8,625,000	
Energy Efficiency Projects Total		$ 2,427,646	$ 528,513	$ 5,668,841	$ 8,625,000	1.82%
Expansion K-8	Greenleaf Expansion Project (From K-5 to K-8)	$ 9,455,782	$ 30,024,218		$ 39,480,000	
	Madison Grade Expansion Project (From 6-9 to 6-12)	$ 2,772,292	$ 13,319,359	$ 8,349	$ 16,100,000	
	Sankofa Expansion Project (From K-5 to K-8)	$ 2,067,977	$ 432,023		$ 2,500,000	
Expansion K-8 Total		$ 14,296,051	$ 43,775,600	$ 8,349	$ 58,080,000	12.23%
Fields	Carter @ Oakland International High School Turf Replacement	$ 1,843,518	$ -		$ 1,843,518	
	Parker ES Astro Turf Installation	$ 1,733,860	$ -		$ 1,733,860	
	Turf Field Replacement - Castlemont HS & McClymonds HS		$ 2,400,000	$ -	$ 2,400,000	
	Turf Field Replacement - Skyline HS and Oak Tech Field	$ 1,929,463	$ -		$ 1,929,463	
	Scoreboard at Fields	$ 89,250	$ -		$ 89,250	
	Emerson Field	$ 109,990	$ 109,407	$ 1,780,603	$ 2,000,000	
	Middle School Fields	$ 468	$ 5,524,532	$ -	$ 5,525,000	
Fields Total		$ 5,706,549	$ 8,033,939	$ 1,780,603	$ 15,521,091	3.27%
Health Clinic	Health Clinics - Oakland Tech	$ 157,660	$ 292,340		$ 450,000	
Health Clinic Total		$ 157,660	$ 292,340	$ -	$ 450,000	0.09%
Central Kitchen	Central Kitchen/Commissary at Foster Site	$ 9,699,295	$ 21,722,633	$ 17,078,072	$ 48,500,000	
	School Kitchens - Phase I & II	$ 4,339,518	$ 3,410,482	$ -	$ 7,750,000	
Kitchen Total		$ 14,038,813	$ 25,133,115	$ 17,078,072	$ 56,250,000	11.84%
Modernization	Brookfield ES Intensive Support Site		$ 2,500,000	$ -	$ 2,500,000	
	Castlemont HS Intensive Support Site		$ 4,000,000		$ 4,000,000	
	Frick MS Intensive Support Site		$ 2,000,000		$ 2,000,000	
	McClymonds HS Intensive Support Site		$ 2,192,608	$ 7,392	$ 2,200,000	
Modernization Total		$ -	$ 10,692,608	$ 7,392	$ 10,700,000	2.25%
New School Additions	Education Learning Complex (ELC2)	$ -	$ 6,745,291	$ 1,674,709	$ 8,420,000	
	Fremont High School - Replacement	$ 4,391,226	$ 8,286,307	$ 104,322,467	$ 117,000,000	
	Glenview Elementary School - Replacement	$ 5,575,979	$ 22,142,202	$ 9,281,819	$ 37,000,000	
New School Additions Total		$ 9,967,205	$ 37,173,800	$ 115,278,995	$ 162,420,000	34.19%
Paving	Paving and Infrastructure	$ 5,863,067			$ 5,863,067	
Paving Total		$ 5,863,067	$ -	$ -	$ 5,863,067	1.23%
Playmatting and Playstructures	Playmatting and Playstructures	$ 709,870	$ 2,590,130	$ -	$ 3,300,000	

OAKLAND UNIFIED SCHOOL DISTRICT
CITIZENS BOARD OVERSIGHT COMMITTEE
Bond Measure J - Master Plan Detail By Draw
05/29/19

Project Type	Project Name	Sum of 1st Draw, Oct 2013 $120M	Sum of 2nd Draw, Aug 2015 $180M	Sum of 3rd Draw, July 2019 $175M	Budget Per August 2018 Spending Plan 475,000,000	Allocation %
Playmatting and Playstructures Total		$ 709,870	$ 2,590,130	$ -	$ 3,300,000	0.69%
Portable Removals & Replacemer	Bella Vista ES Portable Removal	$ 573,998	$ -		$ 573,998	
Portable Removals & Replacement Total		$ 573,998	$ -	$ -	$ 573,998	0.12%
Program Coordination	Bond Program Coordination	$ 24,200,862	$ 29,385,726	$ 4,657,468	$ 58,244,055	
Program Coordination Total		$ 24,200,862	$ 29,385,726	$ 4,657,468	$ 58,244,055	12.26%
Restroom Renovations	Bathroom Renovations	$ 4,198,392	$ -	$ 301,608	$ 4,500,000	
Restroom Renovations Total		$ 4,198,392	$ -	$ 301,608	$ 4,500,000	0.95%
Roofing	Various Roofing Projects	$ 764,647	$ 800,000	$ -	$ 1,564,647	
	Skyline HS Gym Roof	$ 264,055	$ 185,945		$ 450,000	
Roofing Total		$ 1,028,702	$ 985,945	$ -	$ 2,014,647	0.42%
Science Labs	Science Classrooms and Labs		$ 3,000,000	$ -	$ 3,000,000	
Science Labs Total		$ -	$ 3,000,000	$ -	$ 3,000,000	0.63%
Security Cameras	Security Camera Plan (Design Only)		$ 500,000		$ 500,000	
	Security Improvement at HS and at priority MS		$ 2,000,000	$ -	$ 2,000,000	
Security Cameras Total		$ -	$ 2,500,000	$ -	$ 2,500,000	0.53%
Site Work	Burbank ES Site Improvements	$ 2,077,547	$ 453		$ 2,078,000	
	Claremont MS Kitchen Fire	$ -	$ 1,500,000		$ 1,500,000	
	Fruitvale ES Bleachers/Restrooms	$ 912,740	$ -		$ 912,740	
	Joaquin Miller ES Playstructure	$ 80,917	$ 0		$ 80,918	
	Interm Housing (1000 Broadway)		$ 7,267,812	$ 11,712,188	$ 18,980,000	
	Boiler Replacements			$ 1,500,000	$ 1,500,000	
	ADA Upgrades			$ 1,000,000	$ 1,000,000	
	Lead Abatement			$ 2,300,000	$ 2,300,000	
	King Estate Portable Demo			$ 115,000	$ 115,000	
	Manzanita ES Play Area	$ 200,000	$ -		$ 200,000	
Site Work Total		$ 3,271,204	$ 8,768,265	$ 16,627,188	$ 28,666,658	6.04%
Technology	Educational Technology		$ -	$ 2,000,000	$ 2,000,000	
	Technology and Common Core	$ 2,459,819	$ 4,740,181	$ -	$ 7,200,000	
	Technology Infrastructure Upgrades (Erate)	$ 2,500,000	$ -		$ 2,500,000	
Technology Total		$ 4,959,819	$ 4,740,181	$ 2,000,000	$ 11,700,000	2.46%
Facility Master Plan	Master Plan		$ -	$ 2,500,000	$ 2,500,000	
Facility Master Plan Total		$ -	$ -	$ 2,500,000	$ 2,500,000	0.53%
			$ -		$ -	
TOTAL MASTER PLAN FOR MEASURE J (5-29-2019)		$ 120,000,000	$ 180,000,000	$ 175,000,000	$ 475,000,000	100%

OAKLAND UNIFIED SCHOOL DISTRICT

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	McClymonds HS Intensive Support Site	**Site**	303

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	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Star Elevator	Agency's Contact	Dalila Juarez				
OUSD Vendor ID #	004058	Title	Owner				
Street Address	1300 Industrial Road, Suite 4	City	San Carlos	State	CA	Zip	94070
Telephone	650-631-3999	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes ☐ No					
OUSD Project #	15106						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	3-14-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2019
		New Date of Contract End (If Any)	-__-20__

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$42,226.52
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$ 7,537,62
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
9799/9649	Fund 21, Measure J	210-9799-0-9649-8500-6274-303-9180-9901-9999-99999	6274	$7,537.62

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.

1.	**Division Head**	**Phone**	510-535-7038	**Fax** 510-535-7082
	Director, Facilities Planning and Management			
	Signature Chat for J. Nakadegawa		Date Approved	8/20/19
2.	**General Counsel, Department of Facilities Planning and Management**			
	Signature (as to form only)		Date Approved	8/20/19
3.	**Deputy Chief, Facilities Planning and Management**			
	Signature		Date Approved	8.20.19
4.	**Chief Financial Officer**			
	Signature		Date Approved	
5.	**President, Board of Education**			
	Signature		Date Approved	

THIS FORM IS NOT A CONTRACT