

Board Office Use: Legislative File Info.	
File ID Number	24-1881
Introduction Date	8-28-2024
Enactment Number	24-1562
Enactment Date	8/28/2024 os



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management- Kenya Chatman, Executive Director, Facilities

Board Meeting Date August 28, 2024

Subject Amendment No. 1, Purchase Agreement – Nor Cal Moving Services – Central Office Consolidation Move Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education Amendment No. 1, to the Purchase Agreement by and between the District and Nor Cal Moving Services, Hayward, CA, for the latter to provide moving services for the Water Foundation furniture move from the first floor to the second floor at 1011 Union Street, Oakland for the Central Office Consolidation Move Project, in an additional amount of \$1,800.00, increasing the Agreement’s total not-to-exceed amount from \$15,505.80 to \$17,305.80, and extending the term of the Agreement from May 23, 2024, through July 30, 2024, to December 31, 2024, (an additional 154 days). All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for increasing the not-to-exceed amount by \$1,800.00 for moving services needed through December 31, 2024.

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education Amendment No. 1, to the Purchase Agreement by and between the District and Nor Cal Moving Services, Hayward, CA, for the latter to provide moving services for the Water Foundation furniture move from the first floor to the second floor at 1011 Union Street, Oakland for the Central Office Consolidation Move Project, in an additional amount of \$1,800.00, increasing the Agreement’s total not-to-exceed amount from \$15,505.80 to \$17,305.80, and extending the term of the Agreement from May 23, 2024, through July 30, 2024, to December 31, 2024, (an additional 154 days). All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21, Building Fund Measure J

Attachments

- Amendment No. 1, including Exhibits
- Routing Form
- File ID, 23-1132

AMENDMENT NO. 1

PURCHASE AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Nor-Cal Moving Services.** OUSD entered into an agreement with CONTRACTOR for services on **May 23, 2024** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Central Office Consolidation Move Project** as follows and in the attached Exhibit A:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u>.
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: To provide moving services for the Water Foundation furniture move from the first floor to the second floor, as described in the invoice dated July 3, 2024, attached to this amendment as part of Exhibit A.</p>			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>one hundred fifty-four (154) Calendar days</u>, and the amended expiration date is <u>December 31, 2024</u>. The current end date is July 30, 2024.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: <u>One Thousand Eight Hundred Dollars No/100 (\$1,800.00)</u>.</p> <p style="margin-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not to exceed contract price was <u>Fifteen Thousand, Five Hundred Five dollars and eighty cents (\$15,505.80)</u>, and after this amendment, the not to exceed contract price will be: <u>Seventeen thousand Three Hundred Five dollars and eighty cents (\$17,305.80)</u>.</p>			

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

5. **Amendment History:**

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


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

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


OAKLAND UNIFIED SCHOOL DISTRICT


Benjamin David, President,
Board of Education

8/29/2024
Date


Kyla Johnson-Trammell, Secretary
and Superintendent Board of Education

8/29/2024
Date


Preston Thomas (Jul 29, 2024 14:59 PDT)
Preston Thomas, Chief Systems &
Services Officer, Facilities Planning and Management

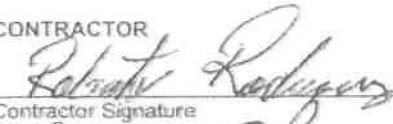
Jul 29, 2024
Date

Approval as to form:


James Traber, Esq.
General Counsel, Facilities, Planning and
Management

07/26/2024
Date

CONTRACTOR

 7/24/24
Contractor Signature Date

Roberto Rodriguez
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Nor-Cal Moving Services

1. Detailed Description of Services to be provided: To provide moving services for the Water Foundation furniture move from the first floor to the second floor, as described in the invoice dated July 3, 2024, attached to this amendment as part of Exhibit A.

2. Specific Outcomes:

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

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

INVOICE



3129 Corporate Place
Hayward, CA 94545
TELEPHONE: (510) 780-2700
FAX: (510) 780-2649

P.U.C. NO. CALT145636

REMIT TO
3129 CORPORATE PLACE HAYWARD,
CA 94545

Invoice Number H0250685-2

Date 7/3/2024

P.O Number

Customer Number OAKLAND13

Shipment Date

TO OAKLAND UNIFIED SCHOOL DIST
Email: pamilam.henderson@ousd.org
955 HIGH STREET
OAKLAND , CA 94601

Shipper			From	To	Salesman
OAKLAND UNIFIED SCHOOL DIST					2454
Service Code	DESCRIPTION	Column1	Quantity of Weight	Rate	Charges & Credits
FV01	ADDITIONAL ADD ON FOR WATER FOUNDATION FURNITURE				\$1,800.00
	CURRENT CHARGES				1,800.00

Nor-Cal
Moving Services

Customer Original

THANK YOU FOR YOUR BUSINESS!



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Central Office Consolidated Move Project	Site	109
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Basic Directions

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

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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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 #	22105							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-23-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-31-2024

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$1,800.00
Other Expenses		Requisition Number	


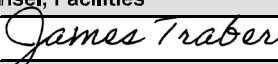

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650 9870	Fund 21, Measure J	210-9650-0-9870-8500-6276-109-9180-9905-9999-22105	6276	\$1,800.00

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				
	Signature 	Date Approved	Jul 29, 2024		
2.	General Counsel, Facilities				
	Signature 	Date Approved	07/26/2024		
3.	Chief Systems & Service Officer, Facilities Planning and Management				
	Signature 	Date Approved	Jul 29, 2024		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	24-1132
Introduction Date	05-22-2024
Enactment Number	24-1053
Enactment Date	5/22/2024 CJH



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management- Kenya Chatman, Executive Director, Facilities

Board Meeting Date May 22, 2024

Subject Purchase Order Contract Agreement – Nor Cal Moving Services – Central Office Consolidation Move Project – Division of Facilities Planning and Management

Acton Requested Approval by the Board of Education of a Purchase Order Contract Agreement by and between the **District** and **Nor Cal Moving Services** Hayward, CA, for the latter to provide moving services for free-standing furniture from the first floor to the second floor at 1011 Union Street, Oakland for the **Central Office Consolidation Move Project**, in the total amount of **\$15,505.80**, as the selected consultant, with moving date on **May 23, 2024**, pursuant to the Purchase Order.

Discussion Vendor is providing moving services. Bidding is not required because the price is under the bid threshold of \$109,300.

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of a Purchase Order Contract Agreement by and between the District and Nor Cal Moving Services Hayward, CA, for the latter to provide moving services for free-standing furniture from the first floor to the second floor at 1011 Union Street, Oakland for the Central Office Consolidation Move Project, in the total amount of \$15,505.80, as the selected consultant, with moving date on May 23, 2024, pursuant to the Purchase Order.

Fiscal Impact Fund 21, Building Fund Measure Y

Attachments

- Contract Justification Form
- Purchase Contract Agreement, including Exhibits
- Routing Form



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

Legislative File ID No. 24-1132

Department: Facilities Planning and Management

Vendor Name: Nor Cal Moving Services

Project Name: Central Office Consolidation Move **Project No.:** 22105

Contract Term: Intended Start: May 23, 2024 Intended End: July 30, 2024

Total Cost Over Contract Term: \$15,505.80

Approved by: Preston Thomas

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

The district selected Nor Cal Moving Services because they have experience with similar projects. They have provided services in the past and are currently working for the District.

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

Nor Cal Moving Services will provide moving services for free-standing furniture from the first floor to the second floor at 1011 Union Street, Oakland, for the Central Office Consolidation Move Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Based on its expertise with this particular type of work, the District found that the vendor performs work quickly, accurately, efficiently, and at a reasonable cost.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- 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 \$109,300 (as of 1/1/23)
- 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:

- Nor Cal Moving Services will move free-standing furniture from the first to the second floor of 1011 Union Street, Oakland, for the Central Office Consolidation Move Project.

OAKLAND UNIFIED SCHOOL DISTRICT
PURCHASE AGREEMENT

This Agreement is made this 23rd day of May, 2024, by and between **Oakland Unified School District**, “District,” and **Nor Cal Moving Services** “Vendor,” with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California.

B. Vendor was selected as the moving provider to relocate furniture from the 1st floor to the 2nd floor for 18 conference rooms, 34 offices, and other areas within the new Central Office of the items of equipment, materials, and supplies detailed in the invoice provided by the Vendor, dated March 28, 2024, attached hereto as **Exhibit A** (“Items”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Delivery of Items. Vendor agrees to deliver the Items, as specified in **Exhibit A**, to District at the following address: OUSD Administration Building 1011 Union Street, Oakland, California.
2. Time of Commencement and Completion. Vendor shall satisfactorily deliver the Items in full to the District no later than 24th May, 2024 (“Delivery Deadline”). Time is of the essence in this Contract.
3. Contract Price. District agrees to pay Vendor the price of FIFTEEN THOUSAND FIVE HUNDRED FIVE DOLLARS AND EIGHTY CENTS (\$15,505.80) within thirty (30) calendar days following receipt of Vendor’s invoice for the satisfactory delivery of the Items.
4. [Not Used].
5. Conformance to Contract Documents. Vendor agrees that the Items to be furnished pursuant to this Agreement (“Contract”) shall conform to all of the requirements set forth in the Contract Documents, as defined below.
6. Vendor Responsibility. Vendor shall perform all deliveries to the District facilities in a safe and professional manner. Vendor’s equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents and endangering District personnel or property. Vendor shall have adequate equipment for delivery of goods on proposed contract. Vendor shall have adequate office and personnel resources for responding to the District’s needs, including telephone coverage weekdays during hours of 8:00 a.m. through 5:00 p.m. Vendor shall have 24-hour, 7-day emergency service. If Vendor cannot meet this

requirement, indicate alternative plan to provide equivalent level of service. Vendor's equipment shall be compatible with the District's facilities.

7. Indemnity. Vendor 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 Vendor, or Vendor's employees, agents, or volunteers (collectively, the "Vendor Parties"), in the performance of or failure to perform Vendor's obligations under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of Equipment supplied pursuant to this Contract.

8. Transportation Charges. Vendor agrees to deliver all Items prepaid unless otherwise specified. All costs for delivery and packaging of Items are the responsibility of Vendor unless otherwise stated in the Contract Documents, as defined below.

9. Inspection. All Items furnished must be in conformity with the Contract Documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Vendor any portion of the Items which may be defective or which fails to comply with the specifications in Contract Documents.

10. [Not Used]

11. Insurance. Without in any way limiting Vendor's liability, or indemnification obligations set forth in Paragraph 6 above, Vendor 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 Vendor nor any of the Vendor Parties shall commence performing any portion of the Contract 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 Vendor's insurance policies shall be attached to this Agreement as proof of insurance.

12. Independent Contractor Status. Vendor is engaged in an independently established trade, occupation, or business to provide the Items required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Vendor is free from the control and direction of District in connection with the manner in which it provides the Items to District. Vendor understands and agrees that Vendor and the Vendor 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.

13. Taxes. All payments made by District to Vendor 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 Vendor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Vendor 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 Vendor and the Vendor Parties and otherwise in connection with this Agreement.

14. Fingerprinting Notice and Acknowledgement. Vendor and the Vendor 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.

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

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

B. The following Vendor and Vendor 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.]

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

Vendor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Vendor and Vendor 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.

16. Confidential Information. Vendor 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. Vendor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Vendor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

17. Assignment/Successors and Assigns. Vendor 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.

18. 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.

19. Modification of Contract. Delivery sites may be changed, deleted or added as deemed necessary by the District's Purchasing Department. The District's Purchasing Department will inform the Vendor of the changes by telephone call followed up with a written notice.

20. 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 District's governing board.

21. 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.

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

23. 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. Vendor 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. Vendor 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.
24. 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.
25. 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.
26. 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.
27. Time. Time is of the essence to this Agreement.
28. 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.
29. 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.
30. 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.
31. 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.

32. 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.

33. Forms. The following documents are incorporated into the Contract as the "Contract Documents":


- Fingerprinting Notice and Acknowledgement.
- Workers' Compensation Certification.
- March 28, 2024 Proposal


34. 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.


35. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

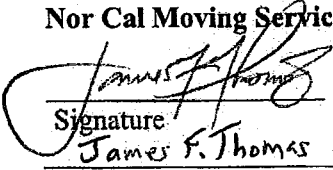
OAKLAND UNIFIED SCHOOL DISTRICT


Preston Thomas (Apr 26, 2024 15:26 PDT)
Preston Thomas, Chief Systems
and Services Officer, Facilities
Date
Apr 26, 2024


Benjamin Davis, President
Board of Education
Date
5/23/2024


Kyla Johnson-Trammell, Secretary
and Superintendent, Board of Education
Date
5/23/2024

Vendor
Nor Cal Moving Services


Signature
James F. Thomas
Date
4/23/2024
[TITLE]
PRESIDENT

APPROVED AS TO FORM:

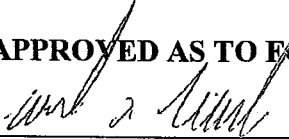

OUSD Facilities Legal Counsel
Date
04/25/24

EXHIBIT A

[attach proposal]

March 28, 2024

Pamila Henderson.
Oakland Unified School District.
RE: 1011 Union.
955 Hight St.
Oakland, CA 94601

Dear Pamila:

Thank you for giving **NOR-CAL Moving Services** the opportunity to provide the following relocation analysis and cost proposal. I have devised a move plan explaining how **NOR-CAL Moving Services** will direct your move to a successful conclusion.

Please review the following situation description, move plan, labor allocation and cost sections. Our pre-planning, utilization of experienced movers, professional supervision and modern equipment will result in accomplishing the move to your complete satisfactions.

NOR-CAL Moving Services will remain as flexible as necessary to accommodate you. If you should have any questions or concerns, please let me know at (916) 826-5861.

Thank you for the opportunity to do business with you and Oakland Schools.

Sincerely,

Roberto Rodriguez
Commercial & Residential Relocation Consultant
NOR-CAL Moving Services

Proposal Summary

Origin: 1011 Union St. Oakland, CA New building.

Destination: Moving free standing furniture from the 1st floor to the 2nd floor.

NOR-CAL Responsibilities

- Supply all necessary trucks, equipment, 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 floor plan at destination by Oakland Schools.
2. NOR-CAL will have unobstructed access to all move areas.
3. Elevators must be in a working condition.

VALUATION: Basic valuation of .60 per pound per article is included in the price below.

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- Nor-Cal to relocate free standing furniture from 1st floor to the 2nd floor, furniture for 18 conference rooms, 34 offices.

Total cost to relocate free standing Furniture at the new building only. = \$14,098.00
In case is need it 10% contingency. = \$1,409.80

Total cost if the 10% contingency gets use \$15,505.80

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

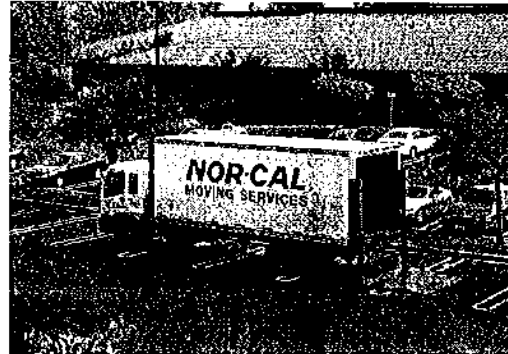
If changes occur in the scope of work or beyond the control of NOR-CAL Moving Services and additional hours are needed, additional charges may be incurred. Subject to Customer's prior written consent.

• **STRENGTH**

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

• **PLANNING**

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



all
executes
top

• **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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2023

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 License#: 0C36861 License#: 0C36861 NOR-MOV-01	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Michelle Vining</td> </tr> <tr> <td>PHONE (A/C No. Ext): 914-336-0561</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Michelle.Vining@alliant.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Vanliner Insurance Company</td> <td style="text-align: center;">NAIC # 21172</td> </tr> <tr> <td>INSURER B: Acceptance Casualty Insurance</td> <td style="text-align: center;">10349</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Michelle Vining		PHONE (A/C No. Ext): 914-336-0561	FAX (A/C, No):	E-MAIL ADDRESS: Michelle.Vining@alliant.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Vanliner Insurance Company	NAIC # 21172	INSURER B: Acceptance Casualty Insurance	10349	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** 1314018855**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																																																										
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: All moves performed in California.
 Oakland Unified School District; ATTN-Risk Management; 1011 Union St, Suite 987; Oakland, CA 94607 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.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District ATTN-Risk Management 1011 Union St, Suite 987 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	Central Office Consolidation Move	Site	109
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Basic Directions

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

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

Contractor Name	Nor Cal Moving Services	Agency's Contact	Roberto Rodriguez			
OUSD Vendor ID #	003078	Title				
Street Address	3129 Corporate Place	City	Hayward	State	CA	Zip 94545
Telephone	510-780-2700	Policy Expires				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	22105					

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	05-23-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	07-30-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$15,505.80	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

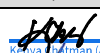

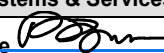
Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9870	Fund 21, Measure Y	210-9655-0-9870-8500-6276-109-9180-9906-9999-22105	6276	\$15,505.80

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	Signature		Date Approved	Apr 26, 2024
2.	General Counsel, Facilities	Signature		Date Approved	04/25/24
3.	Chief Systems & Services Officer, Facilities Planning and Management	Signature		Date Approved	Apr 26, 2024
4.	Chief Financial Officer	Signature		Date Approved	
	President, Board of Education				

5.	Signature	Date Approved	
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