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Enactment Date	6-21-2023 er



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Non-bidding)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Lisa Grant-Dawson, Chief Business Officer, Facilities Planning and Management

Board Meeting Date June 21, 2023

Subject Agreement for Maintenance – Mayekawa USA, Inc. – Central Kitchen at Foster Refrigeration Repair Maintenance Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Resolution Number 222-0228 for Award of Agreement for Maintenance by and between the **District and Mayekawa, USA**, York, PA, for the latter to provide maintenance services which includes providing replacement parts for 3 valve systems, rebuilding a compressor unit, and supervising, directing, and monitoring the installation of such equipment in the Central Kitchen to repair the installed Mayekawa Refrigeration System and rebuilding a compressor unit in the Central Kitchen to repair the installed Mayekawa Refrigeration System. The total Contract Price is **\$135,766.89**, which consists of a lump sum amount of **\$57,709.19** and a not-to-exceed amount of **\$31,000.00** for Required Work and a not-to-exceed amount of **\$47,057.70** for Potential Work, with the work commencing on **June 22, 2023**, and scheduled to last until **August 5, 2023**.

Discussion Contractor was selected without competitive bidding because this vender is sole source for District. No advantage to bidding exists, per the Resolution.

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of Resolution Number 222-0228 for Award of Agreement for Maintenance by and between the District and Mayekawa, USA, York, PA, for the latter to provide maintenance services which includes providing replacement parts for 3 valve systems, rebuilding a compressor unit, and supervising, directing, and monitoring the installation of such equipment in the Central Kitchen to repair the installed Mayekawa Refrigeration System and rebuilding a compressor unit in the Central Kitchen to repair the installed Mayekawa Refrigeration System. The total Contract Price is \$135,766.89, which consists of a lump sum amount of \$57,709.19 and a not-to-exceed amount of \$31,000.00 for Required Work and a not-to-exceed amount of \$47,057.70 for Potential Work, with the work commencing on June 22, 2023, and scheduled to last until August 5, 2023.

Fiscal Impact Fund 01 General Fund

Attachments

- Contract Justification
- Resolution Number 222-0228
- Agreement, and Other Contract Documents
- Certificate of Insurance
- Routing Form



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 23-1385

Department: Facilities Planning and Management

Vendor Name: Mayekawa USA, Inc.

Project Name: Central Kitchen at Foster Refrigeration Repair Maintenance

Project No.: 13133

Contract Term: Intended Start: June 22, 2023

Intended End: August 5, 2023

Total Cost Over Contract Term: \$135,766.89

Approved by: Lisa Grant-Dawson

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?

Contractor was selected without competitive bidding because this vendor is sole source for the District. No advantage to bidding is exists.

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

Mayekawa, USA, Inc. will provide maintenance services which includes providing replacement parts for 3 valve systems, rebuilding a compressor unit, and supervising, directing, and monitoring the installation of such equipment in the Central Kitchen to repair the installed Mayekawa Refrigeration System.

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?

Mayekawa USA, Inc. was chosen as sole source and based on the price submitted, the District found that the quote was at a reasonable price for the district.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

- Mayekawa USA, Inc. was directly selected by the district as sole source.

RESOLUTION NO. 2223-0288

**BOARD OF EDUCATION OF THE
OAKLAND UNIFIED SCHOOL DISTRICT
DECLARING THE FUTILITY OF PUBLIC BIDDING FOR
THE CENTRAL KITCHEN REFRIGERATION MAINTENECE WORK
AT THE CENTER AND APPROVING AN AGREEMENT FOR SAID WORK**

WHEREAS, the Oakland Unified School District (“District”) would like to award a contract to Mayekawa USA, Inc. (“Contractor”) for maintenance services which include providing replacement parts for 3 valve systems, rebuilding a compressor unit, and supervising, directing, and monitoring the installation of such equipment for the District’s Ammonia/CO2 refrigeration system (“System”) for the Central Kitchen at Foster Elementary School (“Work”);

WHEREAS, Contractor has provided a quote for the Work and is able to complete the Work for the not-to-exceed amount of one-hundred thirty-five thousand seven hundred sixty-nine dollars and eighty-nine cents (\$135,769.89);

WHEREAS, the District’s facilities staff believes that the Contractor’s quoted price to perform the Work is reasonable;

WHEREAS, on May 11, 2016, the Board of Education approved a contract for the construction of the Central Kitchen at Foster Elementary School project (“Foster”);

WHEREAS, construction of the project began around February 2018 and was completed in 2020;

WHEREAS, the Contractor designed the System for the Central Kitchen at Foster as part of the District’s construction project as a subcontractor to the District’s contractor for the project;

WHEREAS, the District has been experiencing major operational issues with the and the System is currently not operational;

WHEREAS, it is imperative for the System to become operational, as the District needs a working refrigeration system at its Central Kitchen to allow the District to efficiently provide meals to all students within the District without incurring the additional costs of the current temporary system;

WHEREAS, as the designer of the System, Contractor is the only qualified contractor to repair and replace the critical components of the system that are required in order for the System to become operational;

WHEREAS, given that Contractor designed the System, there is no other contractor with the specialized knowledge or parts to repair the System so it can become operational;

WHEREAS, competitively bidding the Work would be futile because no other firm can provide the parts or services required to repair the System to allow it to become operational, given that Contractor designed the System;

WHEREAS, California law provides that “Where competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply” (*Hiller v. City of Los Angeles* (1961) 197 Cal.App.2d 685, 694), and that public entities need not comply with competitive bidding processes where to do so would be impractical or futile and would not serve the purposes of competitive bidding. (*Los Angeles Dredging Company v. City of Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631; and *Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331); and

WHEREAS, competitively bidding the Work would not affect the final result to the District except to further increase the cost of the Work and delay completion of the Work, and it would not produce an advantage to the District.

NOW THEREFORE, the Board of Education of the Oakland Unified School District hereby resolves, determines, and finds the following:

1. That the foregoing recitals are true.
2. For the sufficient and independent reasons stated above, a competitive public bidding process for the Work would be unavailing, would not produce an advantage to the public or the District, and would not serve the goals of the competitive bid process in that it would not obtain the best economic result for the public.
3. Based on the foregoing, it would be incongruous, futile, and unavailing to publicly bid the Work.
4. Accordingly, the District’s governing body hereby awards a contract to Contractor to perform the Work, which contract is attached hereto as Exhibit “A,” without further advertising for or inviting of bids.

The foregoing Resolution was adopted by the governing body of the Board of Education Oakland Unified School District at a regularly scheduled meeting on the 21 day of June, 2023, by the following vote:

AYES: Benjamin "Sam" Davis, Jennifer Brouhard, VanCedric Williams, Valarie Bachelor, Vice President Clifford Thompson, President Mike Hutchinson

NOES: None

ABSTAIN: None

ABSENT: (Vacancy), Natalie Gallegos Chavez (Student Director), Linh Le (Student Director)



Mike Hutchinson
President, Board of Education 6/22/2023

Attest:



6/22/2023

Secretary of the Board of Education of the
Oakland Unified School District of Alameda
County, State of California

Exhibit A

AGREEMENT FOR MAINTENANCE

THIS AGREEMENT is made and entered into this **22nd day of June, 2023** (“Contract”), by and between **MAYEKAWA USA, INC.** (“Contractor”) and Oakland Unified School District (“District”). Contractor and District may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **Services.** At the request of the District, the Contractor shall perform, and furnish to the District the following maintenance services (“Services” or “Work”):
 - **Central Kitchen Refrigeration Repair Maintenance Services, as described in more detail in Exhibit A attached hereto and incorporated herein.**

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

2. **Payment.**

For services satisfactorily performed, District shall make payment to Contractor after receipt of properly documented and submitted applications for payment. Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.

The total amount to be paid for the items of Required Work listed in the Contract, as specified in Exhibit A, shall be **EIGHTY-SEVEN THOUSAND NINE HUNDRED FORTY-TWO DOLLARS and 30/100 (\$87,942.30)**, which consists of a lump sum amount of **\$57,709.19** and a not-to-exceed amount of **\$31,000.00**, with specified amounts to be paid after completion of each task listed in **Exhibit B**.

The total amount to be paid for all Potential Work specified in **Exhibit A** under this Agreement shall not exceed **\$47,057.70**, per **Exhibit B**.

Total payment under this Agreement shall not exceed \$135,766.89.

3. **Site.** Contractor shall perform the Work at the District’s facilities (“Premises” or “Site(s)”) as follows:
 - **Central Kitchen at Foster Site.**

The Project is the scope of Work performed at the Site.

4. **Contract Term.** All Work shall be diligently performed by Contractor as required or requested by District during a period of Forty-Five (45) days from the date of the District’s governing board’s approval of this Contract (“Term”)
5. **Insurance.**
 1. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability , with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto , Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$2,000,000

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District within ten (10) days after receipt of the notice of intent to award. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. The District, shall be named as an additional insured on the Commercial General Liability policy. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by the District and/or the individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project ("Project Inspector"), and/or architect(s) for the District, and/or construction or project managers for the District.
7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto and incorporated herein.
8. **Contract Documents.** The following documents (as indicated) are incorporated by reference into the Contract (the "Contract Documents"):

<input type="checkbox"/> Instruction to Bidders <input type="checkbox"/> Bid Form <input checked="" type="checkbox"/> Agreement <input checked="" type="checkbox"/> Terms and Conditions to Contract <input checked="" type="checkbox"/> Iran Contracting Act Certification, if required by law <input checked="" type="checkbox"/> Sufficient Funds Declaration <input checked="" type="checkbox"/> Fingerprinting Notice and Acknowledgement, and Certification (Attachment B)	<input type="checkbox"/> Invitation to Bid <input checked="" type="checkbox"/> Exhibit A (Scope of Work) <input type="checkbox"/> Exhibit B (Rates for Payment) <input type="checkbox"/> Exhibit C (Details of Scope for Work) <input type="checkbox"/> Other: _____
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9. **District Waiver.** This Agreement shall not be construed as a waiver or release of any of the rights the District may have related to the refrigeration system. The District expressly reserves all rights and remedies that may be available to the District related to the refrigeration system.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

OWNER:

Oakland Unified School District

 6/22/2023
Mike Hutchinson, President Date
Board of Education

 6/22/2023
Kyla Johnson-Trammell, Secretary Date
and Superintendent, Board of Education

 6/16/23
Lisa Grant-Dawson, Chief Business Officer Date
Facilities Planning and Management Department

CONTRACTOR:

Mayekawa USA, Inc.

Signature: 

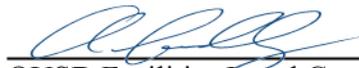
Date: 06-15-2023

Print Name: James Stoll

Print Title: CFO

Legislative File No.: 23-1385
Introduction Date: 6/21/2023
Enactment No.: 23-1177
Enactment Date: 6/21/2023 er

Approved as to form:

 6/16/23
OUSD Facilities Legal Counsel Date

Information regarding Contractor:

- Type of Business Entity:
- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- 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 \$600.00 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.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide notices to proceed (“Notice(s) to Proceed” or “NTP(s)”) to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work specified in NTP. The District shall utilize the rates and timeframes identified in Contractor’s Bid Form for the performance of the Work of a specific NTP.
2. **SITE EXAMINATION:** After receiving each NTP but before starting any Work, Contractor will examine the Site(s) and certify in writing that it accepts all measurements, specifications, and conditions affecting the Work to be performed at the Site(s). By starting the Work, Contractor will have warranted that it has made all Site(s) examination(s) that it deems necessary as to the condition of the Site(s), its accessibility for materials, workers and utilities, and Contractor’s ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site(s).
3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **TERMINATION:** If Contractor fails to perform the Services listed in an NTP, or the Contractor’s duties, to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor’s obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
5. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District’s rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
6. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the Parties and approved by the District’s governing board. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations, and Contractor shall expeditiously perform the Work as modified by the District even if a change order has not been agreed upon or approved by the District’s governing board. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor’s belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information within ten (10) days of the issue arising, it shall be deemed to have waived its right to request such extension.

7. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
8. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site(s) differing from those indicated; or (3) Unknown physical conditions at the Site(s) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
9. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
10. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site(s) and shall not again be employed at Site(s) without written consent from the District.
11. **DRUG-FREE / SMOKE FREE POLICY:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.
12. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
13. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.
14. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

15. **CLEAN UP:** Debris shall be removed from the Premises. The Site(s) shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
16. **ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
17. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
18. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
19. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
20. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
21. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.
22. **INDEMNIFICATION AND HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, and volunteers (the “indemnified parties”) from any and all demands, losses, liabilities, claims, suits, and actions (the “claims”) of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise resulting from Contractor’s negligence, willful misconduct, or the performance of this Contract, except to the extent that the claims are caused by the negligence or willful misconduct of the indemnified parties.
23. **PAYMENT:** For any Required Work (see *Exhibit A*), Contractor will be paid the specific price stated in *Exhibit B* for the Required Work. For any authorized Potential Work (see *Exhibit A*), Contractor shall be paid based on the specific price in *Exhibit B* for that type of Potential Work or, in the absence of a specific price in *Exhibit B*, based on the hourly rates in *Exhibit B* that would apply to that type of Potential Work. However, to the extent that payment for the authorized Potential Work would exceed the amount of the contract price allocated to Potential Work during the contract term, the authorized Potential Work may not be performed until a change order or amendment to increase the

contract price is signed by the Contractor and approved by the District's governing board. By the 7th day of each month, Contractor shall submit an application for payment for the Required and Potential Work performed during the previous calendar month, and the amount requested to be paid shall be calculated as described above. The Application for Payment must include evidence of Contractor's performance of Work and compliance with the Contract Documents, including labor and apprenticeship requirements. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop payment notices as allowed by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (5) unsatisfactory prosecution of the Work by Contractor; (6) unauthorized deviations from the Contract; (7) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (8) erroneous or false estimates by the Contractor of the value of the Work performed; (9) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (10) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

24. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed. The District hereby affirms no state of California Contractor's license is required for the completion of this work and indemnifies Contractor from all liability if determination is made to the contrary.
25. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
26. **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, color, ancestry, national origin, or religious creed, and therefore the Contractor 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. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
27. **WARRANTY/QUALITY:** WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract, the workmanship, product, or Services performed against defective workmanship, defects, or failures of materials for the lesser of six months or the manufacturers standard warranty on parts used on performance of the Contract. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

28. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
29. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
30. **DISPUTES:** Pending resolution of a dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, 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. However, as a condition precedent to litigation, any dispute shall be mediated with the Parties paying the mediator's fee in equal shares. A mediator shall be selected, and a mediation shall be scheduled, within twenty (20) days of a Party's demand for mediation.
31. **LABOR CODE REQUIREMENTS:** Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000), benefits, apprentices, trainees, payroll records, and on-site audits within 48 hours. Pursuant to sections 1770 et seq. of the California Labor Code, Contractor and all subcontractors under Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>).
32. **CONTRACTOR REGISTRATION:** Contractor shall ensure that Contractor and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Labor Code section 1771.1(a) states the following:
- “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

33. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2

of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

34. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the county in which the District's administration office is located.
35. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
36. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
37. **DISTRICT WAIVER:** District's waiver of any term, condition, or covenant shall not constitute a waiver of any other term, condition, or covenant; and District's waiver of a breach of any term, condition, or covenant shall not constitute a waiver of any subsequent breach of that term, condition, or covenant.
38. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
39. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.
40. **SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION:** The Owner/District is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

EXHIBIT “A”
SCOPE OF SERVICES
Central Kitchen at Foster Refrigeration Repair Maintenance

Legally Permissible Scope of Maintenance Services:

Generally, maintenance may not include repair work involving any facility, but may include repairs on some fixtures. Specifically, maintenance services shall include, without limitation, all routine, recurring, and usual work for the preservation, protection, and keeping of any facility for its intended purposes in a safe and continually usable condition for which it was designed, improved, constructed, altered, or repaired. Maintenance work includes resurfacing of streets and highways at less than one inch, and landscape maintenance such as mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems. Maintenance services do not include janitorial or custodial services, and do not include security protection services (such as guards or other security forces). Maintenance services may not include painting, repainting, or decorating other than touchup or minor repainting. Maintenance services may include trades, to the extent consistent with the above definitions of maintenance services, in order to preserve the facility in a safe, efficient, and continually usable condition for which it was intended, including repairs, cleaning, and other operations on machinery and other equipment permanently attached to the building or realty as fixtures. (Public Contract Code §§20111(a), 20115, and 22002(c) and (d).)

Actual Scope of Maintenance Services under this contract:

Any services beyond the legally permissible scope of this maintenance Contract (as described in the previous paragraph) must be let by separate contract. Any maintenance services that are within the legally permissible scope of this maintenance Contract, but are not within the actual scope of this Contract, may not be performed until an amendment or change order for such services, including schedule and price, is signed by Contractor and approved by the District’s governing board.

The scope of this agreement may consist of “Required Work” and “Potential Work.” “Required Work” is maintenance service that must be performed by Contractor during the term of the Contract, such as periodic preventive maintenance. “Potential Work” is maintenance service that may or may not arise, or be necessary, during the term of the Contract, such as minor repairs to fixtures in order to preserve the facility in a usable condition that were not known at the time of award of the Contract. Contractor shall not perform any Potential Work unless authorized in writing by an authorized District representative.

The scope of this Contract includes all labor, materials, equipment, overhead, and other costs necessary to satisfactorily perform the Required Work and Potential Work pursuant to this Contract.

The maintenance services under the Contract include the following Required Work:

Mayekawa USA, Inc., shall provide maintenance services including providing replacement parts, rebuilding components of the installed Mayekawa Refrigeration System, supervising, directing, and monitoring the installation of such equipment, based on their team's previous diagnostic assessment, and ensuring the correct functionality of the installed Mayekawa Refrigeration System, which shall include the following:

1. Mayekawa will provide replacement parts for all three valves on the ammonia/CO2 refrigeration and cold system with a motorized valve system. Mayekawa will supervise and provide direction for the replacement and installation of the three new valves. Once the three valves are replaced, Mayekawa will restart the system, monitor the system, and ensure that the new A Compressor/Motor unit that was previously installed on the roof operates properly.
2. Mayekawa will rebuild the original A-side compressor that was previously removed and replace any broken components per the quote. The rebuilt original A-side compressor will be installed on the B-side of the refrigeration system. Thus, Mayekawa will supervise and direct the removal of the original B-side compressor to prepare for the installation of the rebuilt original A-side compressor on the B-side.
3. Mayekawa will supervise and direct the installation of the rebuilt original A-side compressor on the B-side of the Central Kitchen roof. Once the rebuilt original A-side compressor is reinstalled, Mayekawa will restart the system, monitor the system, and ensure that the control system that manages the refrigeration system operates and allows staff to run the refrigeration system effectively.
4. Mayekawa will provide a detailed assessment of long-term solutions for the refrigeration system and include quotes for the replacement and upgrade of the controller system and redesigning to the NewTon refrigeration system.

The maintenance services under the Contract include the following Potential Work:

- Based on the long-term plan for the refrigeration system, OUSD may elect to rebuild the original B- side compressor that is being removed as part of the Required Work for the District to use it as a backup in case of future failure of either the new A-side compressor or the rebuilt original A-side compressor reinstalled on the B-side of the refrigeration system. If the District elects to have Mayekawa complete this Potential Work, Mayekawa shall rebuild the original B-side compressor to an approved operational standard.
- Contractor acknowledges and agrees that Contractor shall, without limitation:
 - None listed

EXHIBIT “B”
RATES FOR PAYMENT

A. Required Work:

The total price of the Required Work is \$88,709.19, which consists of a lump sum amount of \$57,709.19 and a not-to-exceed amount of \$31,000, with the specific amounts for each task of Required Work, as follows

1. Mayekawa will provide replacement parts for all three valves on the ammonia/CO2 refrigeration and cold system with a motorized valve system. Mayekawa will supervise and provide direction for the replacement and installation of the three new valves. Once the three valves are replaced, Mayekawa will restart the system, monitor the system, and ensure that the new A Compressor/Motor unit that was previously installed on the roof operates properly: lump sum of \$31,806.66.
2. Mayekawa will rebuild the original A-side compressor that was previously removed and replace any broken components per the quote. The rebuilt original A-side compressor will be installed on the B-side of the refrigeration system. Thus, Mayekawa will supervise and direct the removal of the original B-side compressor to prepare for the installation of the rebuilt original A-side compressor on the B-side: lump sum of \$25,902.53.
3. Mayekawa will supervise and direct the installation of the rebuilt original A-side compressor on the B-side of the Central Kitchen roof. Once the rebuilt original A-side compressor is reinstalled, Mayekawa will restart the system, monitor the system, and ensure that the control system that manages the refrigeration system operates and allows staff to run the refrigeration system effectively: not-to-exceed amount of \$31,000.00, to be paid based on the following rate: \$140.00 per hour, plus parts and materials as agreed upon by the District.
4. Mayekawa will provide a detailed assessment of long-term solutions for the refrigeration system and include quotes for the replacement and upgrade of the controller system and redesigning to the NewTon refrigeration system: no payment shall be made for this work, thus the amount for this work is \$0.00.

B. Potential Work:

The total not-to-exceed price of the Potential Work is \$47,057.70, to be paid upon completion of all Potential Work and shall be paid based on the following rate: \$155.00 per hour, plus parts and materials as agreed upon by the District.

SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)

Owner: Oakland Unified School District
Contract: _____ *[insert name of contract]*

I, James Stoll, declare that I am the CFO *[insert title]* of Mayekawa USA, Inc., the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit Mayekawa USA, Inc. *[insert name of entity]* to comply with all applicable local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Mayekawa USA, Inc. *[insert name of entity]* will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on June 15 20 23, at Winter Garden*[city]*, Florida *[state]*.

Date: 06/15/2023



Signature

Print Name: James Stoll

Print Title: CFO

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS**
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the

Department of Justice as described in Education Code section 45125.1(a).
(Education Code §45125.1(h).)

I, as CFO _____ [*insert "owner" or officer title*] of Mayekawa USA, Inc.
[*insert name of business entity*], have read the foregoing and agree that Mayekawa USA, Inc.
_____ [*insert name of business entity*] will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 06/15/2023 _____

Name: James Stoll _____

Signature:  _____

Title: CFO _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or

another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: Mayekawa USA, Inc.
Date of Entity’s Contract with District: 6-21-2023
Scope of Entity’s Contract with District: Repair & Maintenance Order

I, James Stoll [insert name] , am the CFO [insert “owner” or officer title] for Mayekawa USA, Inc. [insert name of business entity] (“Entity”), which entered a contract on June 15 , 2023 , with the District for _____.

I certify that (1) neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil’s parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: June 15 , 20 2023 Signature: 
Typed Name: James Stoll
Title: CFO
Entity: Mayekawa USA, Inc.

END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2023

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 Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Sockha Chau PHONE (A/C. No. Ext): (847) 463-7277 E-MAIL ADDRESS: sockha.chau@marshmma.com		FAX (A/C. No.): (847) 440-9127
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Mayekawa U.S.A., Inc. 29875 Medline Lane Katy TX 77494	MAYEUSA-01	INSURER A: Sampo America Insurance Compan	11126
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 56079156

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			COL40093P0	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AAM30020462301	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CPU40413N0	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCN40473V0	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Workers Compensation and Employers' Liability: Any Proprietor/Partner/Executive Officer/Member, as listed on the policy, is excluded.
 RE: All work performed by the Named Insured on behalf of the Certificate Holder

It is agreed that the Certificate Holder is an Additional Insured, when required by written contract, on the General Liability on a Primary & Non-Contributory basis and Additional Insured on the Automobile Liability with respect to operations performed by the Named Insured in connection with this project.

A Waiver of Subrogation in favor of the Additional Insureds applies to the General Liability and Automobile policies, when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Attn: Juanita Hunter Facilities Planning & Management 955 High Street Oakland CA 94601	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 Kitchen at Foster Project	Site	184
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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	Mayekawa USA, Inc.	Agency's Contact	Dotty Schaffer				
OUSD Vendor ID #	006920	Title					
Street Address	4542 Farmtrail Road	City	York	State	PA	Zip	17406
Telephone	925-846-9023	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 #	13133						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-22-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-5-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$135,766.89
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
0000	Fund 01, Gen	010-0000-0-0000-8110-5610-918-9130-0075-9999-99999	5610	\$135,766.89

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management				
	Signature	Date Approved	6/16/23		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, approved as to form	Date Approved	6/16/23		
3.	Chief Business Officer, Facilities Planning and Management				
	Signature	Date Approved	6/16/23		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			