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Enactment Number	25-0722
Enactment Date	5/14/2025 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
Kenya Chatman, Executive Director of Facilities

Board Meeting Date May 14, 2025

Subject General Services Agreement – Valley Relocation and Storage of Northern California, Inc.–
McClymonds High School Modernization Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of General Services Agreement by and between the District and **Valley Relocation and Storage of Northern California, Inc.**, Concord, CA., for the latter to provide services for moving and relocating furniture for forty classrooms to various locations on site and disposing damaged and other miscellaneous items as part of the **McClymonds High School Modernization Project**, in the not to exceed amount of **\$59,853.20**, with the work scheduled to commence on **May 15, 2025**, and expected to last until **June 30, 2025**.

Discussion For services other than above, the cost of services is \$114,800 or less (as of 1/1/25).

LBP (Local Business Participation Percentage) Exempt

Recommendation Approval by the Board of Education of General Services Agreement by and between the District and Valley Relocation and Storage of Northern California, Inc., Concord, CA., for the latter to provide services for moving and relocating furniture for forty classrooms to various locations on site and disposing damaged and other miscellaneous items as part of the McClymonds High School Modernization Project, in the not to exceed amount of \$59,853.20, with the work scheduled to commence on May 15, 2025, and expected to last until June 30, 2025.

Fiscal Impact Fund 21-Building Fund, Measure Y

Attachments

- Contract Justification Form
- Agreement, including Exhibits
- 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. 25-0970

Department: Facilities Planning and Management

Vendor Name: Valley Relocation and Storage of Northern California, Inc.

Project No.: 21110

Project Name: McClymonds High School Modernization

Contract Term: Intended Start: May 15, 2025

Intended End: June 30, 2025

Total Cost Over Contract Term: \$59,853.20

Approved by: Preston Thomas

Is the 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 received quotes from multiple vendors, and Valley Relocation submitted the lowest bid.

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

Valley Relocation will provide moving services for the McClymonds High School Modernization Project, including relocating furniture to various on-site locations and disposing of damaged furniture and miscellaneous items from 40 classrooms.

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?

Valley Relocation is currently providing moving services for the District. They come highly recommended due to their consistent service and reasonable pricing, making them a cost-effective option for the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- ☐ 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)
- ☒ *For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)*
- ☐ 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*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ 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 \$114,800 (as of 1/1/25)
- ☐ 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:

- For services other than above, the cost of services is \$114,800 or less.

Memorandum:

Date: Mar 19, 2025

To: Daniel Ortiz

CC: Kenya Chatman, Colland Jang, David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Pamila Henderson, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Memo - LBU Exemption Notice - Districtwide - Furniture Moves/Relocations

Greetings Mr. Ortiz,

As per the Oakland Unified School District's Local Business Policy Program Requirements - BP 7115: There is a fifty (50) % minimum participation requirement for all formally bid public works construction contracts over \$45,000 and formally solicited construction related professional services contracts, including, but not limited to, architects, construction managers, inspectors, testing labs and geotechnical engineers, over \$84,100. All informal construction contracts below \$45,000 and all informal construction related professional services contracts below \$84,100.00 will include outreach to certified local firms such that a minimum of three local certified firms are included in the solicitation.

The LBU Compliance Team has conducted a review of the Local Business Participation guidelines in conjunction with the following project(s):

Project Site: Districtwide

Scope: Furniture Moves/Relocations

It has been determined that contract values for the above identified scope are anticipated to fall below the Local Business Policy determined threshold of \$45,000 for construction service contracts. Given this information, and for projects not exceeding the threshold, the above listed project/scope shall be considered exempt from the 50% minimum Local Business Participation requirement.

LBU Recommendation:

Exempt

If you have any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective **May 15, 2025** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Valley Relocation and Storage of Northern California, Inc.** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): **To provide services for moving and relocating furniture labeled by staff to various locations for approximately 40 classrooms on site. Disposal of damaged furniture including other miscellaneous items as part of the McClymonds High School Modernization Project.** (“Project”) as further described in *Exhibit A* to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by **Contractor** specially qualified to provide the services required by the District.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** The term for performance of the Services shall begin on **May 15, 2025**, and shall end on **June 30, 2025** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes

District to potential liability or may cause an increase in District's insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in **Exhibit B** for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **FIFTY-NINE THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS AND TWENTY CENTS (\$59,853.20)**, which consists of a not-to-exceed amount of **FIFTY-FOUR THOUSAND FOUR HUNDRED TWELVE DOLLARS NO/100 (\$54,412.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **FIVE THOUSAND FOUR HUNDRED FORTY-ONE DOLLARS AND TWENTY CENTS (\$5,441.20)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

5.1 **Reimbursement for Certain Expenses.** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with a combined single limit not less than \$1,000,000 each occurrence; (iii) worker's compensation insurance as required by Labor Code section 3200, et seq.; and (iv) professional liability insurance covering errors and omissions. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. Unless required by law, District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. If applicable, Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. Before performing any Services, Contractor shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

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

A. ☒ Contractor and Contractor Parties will **only have limited contact or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. ☐ The following Contractor and Contractor Parties will 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 or risk assessment in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

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

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over

to District all educational records related to the Services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved by the District's governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 and confidentiality of records. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost

profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by either Party 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 either Party from any or further exercise of any right or remedy.

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents (“Intellectual Property”) not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

28. **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.

29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

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. **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.

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District's versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The 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.

36. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit D* shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on the this project without first obtaining the written approval of the City Manager.




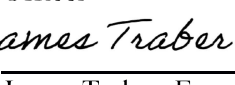
37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District's governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services

contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** Contractor “is” a resident of the State of California.

OAKLAND UNIFIED SCHOOL DISTRICT

	5/15/2025
Jennifer Brouhard, President, Board of Education	Date
	5/15/2025
Kyla Johnson-Trammell, Superintendent & Secretary Board of Education	Date
 <small>Preston Thomas (Apr 16, 2025 07:14 PDT)</small>	Apr 16, 2025
Preston Thomas, Chief Systems & Services Officer	Date
	4/14/2025
James Traber, Esq. Facilities Counsel, OUSD	Date

VALLEY RELOCATOIN, INC.

Signed by:	4/8/2025
	
Signature	Date
Andrew Viramontes	
Print Name, Title	

Address for District Notices:	Address for Contractor Notices:
OUSD 955 High Street Oakland, CA Attn: Preston Thomas	Valley Relocation, Inc. 5000 Marsh Drive Concord, CA, 94520

EXHIBIT A

Scope of Services



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Pamila Henderson
Oakland Unified School District
P: 510-943-8247
E: pamilam.henderson@ousd.org

March 6, 2025

Valley Relocation and Storage - Your Ideal Moving Partner

We appreciate the chance to present our proposal for your upcoming relocation. With nearly half a century of experience in the Bay Area's moving industry, Valley Relocation and Storage is the perfect choice for your moving needs. Our mission is to provide you with efficient and cost-effective moving services that meet your requirements.

The following quote is for the move as detailed below.

Date of move:	TBD
Origin:	McClymonds High School 2607 Myrtle Street Oakland, CA
Destination:	Onsite/Recycle
Project:	OUSD McClymonds High School

Corporate Headquarters • 5000 Marsh Drive, Concord CA 94520 • 925-827-8400

CONCORD SAN FRANCISCO SACRAMENTO PLEASANTON SAN JOSE



PROFESSIONAL SERVICES WILL INCLUDE

- Lay floor and wall protection at origin and destination where needed.
- Provide all moving equipment needed to complete your relocation.
- Acquaint our crew chief with the job conditions.
- Provide a certificate of insurance to the building management.

RELOCATION PRICING

Day 1 4 Trucks 20 Men	\$ 9,778.00
Recycle fee	\$ 3,200.00
Day 2 4 Trucks 20 Men	\$ 9,778.00
Recycle fee	\$ 3,200.00
Day 3 4 Trucks 20 Men	\$ 9,778.00
Recycle fee	\$ 3,200.00
Day 4 4 Trucks 20 Men	\$ 9,778.00
Recycle fee	\$ 3,200.00
Total	\$ 39,112.00
Total Recycle fee's	\$ 12,800.00
Purchased boxes	\$ 2,400.00
Labels	\$ 100.00
Total	\$ 54,412.00
10% contingency	\$ 5,441.20
Total cost estimate	\$ 59,853.20

Corporate Headquarters • 5000 Marsh Drive, Concord CA 94520 • 925-827-8400

CONCORD SAN FRANCISCO SACRAMENTO PLEASANTON SAN JOSE



OUSD MOVE RESPONSIBILITIES

- Must have an operating elevator.
- Must have point of contact onsite.
- OUSD must pack all their own areas.
- There must be no delays.
- OUSD must disconnect all electronics.
- OUSD will move their own items to their warehouse.

ADDITIONAL INFORMATION

- Basic Liability Valuation is provided at \$.60 cents per pound per item. If an additional Valuation is required, it can be provided at an additional cost, per your request.
- Customer agrees this quote is not prevailing wage.
- ~~- There will be a charge if service is postponed less than 48 hours prior to the scheduled date & time.~~
- ~~- This estimate is valid for 30 days.~~
- ~~- Fuel charge is subject to change.~~

If you have any questions, please do not hesitate to contact me at any time.

Sincerely,

Joe Rodgers | District Manager

Mobile: 925-260-4694

Email: jrogers@valleyrelocation.com

Andrew Viramontes | Account Manager

Office & Industrial Move Specialist

Valley Relocation & Storage Inc.

Cell: 925-207-2175

Office: 925-827-8400

aviramontes@valleyrelocation.com

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CONCORD SAN FRANCISCO SACRAMENTO PLEASANTON SAN JOSE

Phase 1 Move Matrix

BLDG	Room Number	Use	Move to	Furniture Status	Notes
LEVEL 1					
MAIN	102	ADMINISTRATION MAIN OFFICE	108	MOVE	
MAIN	102A	ADMINISTRATION PRINCIPALS OFFICE	108	MOVE	
MAIN	117C	CUSTODIAL	117A	MOVE	Mostly Custodial Supplies
MAIN	118	McCLYMONDS (SPED CLASS)	TRASH	TRASH	
MAIN	118A	McCLYMONDS STORAGE	TRASH	TRASH	
MAIN	118B	McCLYMONDS STORAGE	TRASH	TRASH	
MAIN	119	CULTURE AMBASSADOR OFFICE	210	TRASH	All items in 210 trash
MAIN	119A	CULTURE AMBASSADOR OFFICE	210	TRASH	All items in 210 trash
MAIN	119B	CULTURE AMBASSADOR STORAGE	210	TRASH	All items in 210 trash
MAIN	120	STAFF LOCKER ROOM	TRASH	TRASH	
MAIN	121	McCLYMONDS STORAGE	113	TRASH	
MAIN	121A	MDF ROOM	ELECTRONIC RECYCLING	TRASH	
MAIN	122	ADULT & CAREER EDUCATION	OFF SITE	MOVE	
MAIN	122A	ADULT & CAREER STORAGE	OFF SITE	MOVE	
MAIN	122B	McCLYMONDS STORAGE	113	MOVE	
MAIN	122C	McCLYMONDS STORAGE	113	MOVE	
MAIN	123	ADULT & CAREER EDUCATION	OFF SITE	MOVE	
MAIN	123A	ADULT & CAREER STORAGE	OFF SITE	MOVE	
MAIN	123B	ADULT & CAREER STORAGE	OFF SITE	MOVE	
MAIN	124	ADULT & CAREER EDUCATION	OFF SITE	MOVE	
MAIN	124A	ADULT & CAREER STORAGE	OFF SITE	MOVE	

MAIN	125	CAFETERIA	N/A	N/A	
MAIN	125A	FOOD SERVICES	N/A	N/A	
MAIN	125B	KITCHEN	N/A	N/A	
MAIN	125C	SCULLERY	N/A	N/A	
MAIN	125D	SNACK BAR	N/A	N/A	
MAIN	126	STORAGE	117A	MOVE	
MAIN	127	ADULT & CAREER EDUCATION	OFFSITE	MOVE	
MAIN	128	HALL	N/A	N/A	
MAIN	128A	STORAGE	N/A	N/A	
MAIN	128B	STORAGE	N/A	N/A	
MAIN	128C	CUST	N/A	N/A	
MAIN	128D	STAFF LOCKER	N/A	N/A	
MAIN	128E	TOILET	N/A	N/A	
MAIN	128F	CLOSET	N/A	N/A	
MAIN	128G	CLOSET	N/A	N/A	
MAIN	129	LOADING DOCK	N/A	N/A	
MAIN	129A	GARBAGE	N/A	N/A	
MAIN	129B	W/H	N/A	N/A	
MAIN	132A	MUSIC PRACTICE ROOM	107	MOVE	
MAIN	132B	MUSIC PRACTICE ROOM	107	MOVE	
MAIN	132D	MUSIC CLOSET	107	MOVE	
MAIN	132F	MUSIC CLOSET	107	MOVE	
MAIN	133	McCLYMONDS (MUSIC CLASS)	107	MOVE	107 furniture move to 107A Prep room and 106
Main	135	McCLYMONDS (College & Career)	110	MOVE	
LEVEL 2					
MAIN	200	McCLYMONDS (COMPUTER LAB)	111	MOVE	Move Furniture, All computers are electronic recycling.

MAIN	201	McCLYMONDS (Mrs McGhee)	105L	MOVE	
MAIN	202	McCLYMONDS (Motas CLASS)	215	MOVE	
MAIN	202A	McCLYMONDS STORAGE	215	MOVE	
MAIN	203	McCLYMONDS (Restorative Justice CLASS)	305	MOVE	Trash 305 Furniture
MAIN	218	McCLYMONDS STORAGE	TRASH	TRASH	
MAIN	218A	McCLYMONDS STORAGE	TRASH	TRASH	
MAIN	219	McCLYMONDS (Mr Bell CLASS)	115	MOVE	
MAIN	219A	McCLYMONDS STORAGE	115	MOVE	
MAIN	220	McCLYMONDS (Jackson CLASS)	206	MOVE	Trash 206 Furniture
MAIN	221	McCLYMONDS (VAUGN CLASS)	111	TRASH	Furniture will be from rm 200.
MAIN	222	AFRICANA CENTER	N/A	N/A	
MAIN	222A	McCLYMONDS STORAGE	N/A	N/A	
MAIN	223	LIT CENTER	N/A	N/A	
MAIN	223A	OFFICE/ MULTI-USE	N/A	N/A	
MAIN	223B	MACK CAFE	N/A	N/A	
MAIN	223C	CAFE PREP	N/A	N/A	
MAIN	223D	CAFE STORAGE	N/A	N/A	
MAIN	223E	HALL	N/A	N/A	
MAIN	224	MAKERSPACE	N/A	N/A	Move Laser cutter to 173 (Bld C)
MAIN	224A	STORAGE & IDF	N/A	N/A	
MAIN	225	McCLYMONDS (READING SUPPORT)	TRASH	TRASH	Keeping 2 tables from this space.
MAIN	225A	STORAGE	TRASH	TRASH	
MAIN	226	ENGINEERING ACADEMY	173	MOVE	This classroom has a full computer lab of at least 30 computers and about 10-15 3d printers and other special equipment.
MAIN	226A	ENGINEERING STORAGE	173	MOVE	
MAIN	226B	ENGINEERING STORAGE	173	MOVE	

MAIN	226C	ENGINEERING STORAGE	173	MOVE	
MAIN	226D	ENGINEERING STORAGE	173	MOVE	
MAIN	226E	ENGINEERING STORAGE	173	MOVE	
MAIN	226F	ENGINEERING OFFICE	173	MOVE	
MAIN	226G	ENGINEERING STORAGE	173	MOVE	
MAIN	226H	ENGINEERING STORAGE	173	MOVE	
MAIN	227	MALCOM X ROOM	TRASH	TRASH	
MAIN	227A	STORAGE	TRASH	TRASH	Leave organ and instruments in storage room.
MAIN	228	BOOK ROOM	TRASH	N/A	
LEVEL 3					
MAIN	300	DARK ROOM	BASEMENT	TRASH	Moving Photo Equipment to Basement, Furniture trash, Chemicals leave in place.
MAIN	301	SCIENCE LAB	TRASH	TRASH	
MAIN	301A	STORAGE	TRASH	TRASH	
MAIN	302	STORAGE (Reddy Class)	209	TRASH	
MAIN	303	SCIENCE LAB (Reddy Class)	209	TRASH	
MAIN	309	McCLYMONDS (Faji CLASS)	208	MOVE	Trash 208 Furniture
MAIN	309A	McCLYMONDS STORAGE	208	MOVE	
MAIN	310	McCLYMONDS (Sunia CLASS)	306	MOVE	
MAIN	311	ADMINISTRATION VESTIBULE	N/A	TRASH	Move copier.
MAIN	311A	STORAGE	110	MOVE	
MAIN	311B	PSYCHOLOGIST	105C	MOVE	
MAIN	311C	NURSE	105A		
MAIN	311D	STORAGE (DR TAYLOR)	TRASH	TRASH	
MAIN	312	CLASSROOM	112	TRASH	

EXHIBIT B

Hourly Rates

**Valley Relocation and Storage Rate Sheet**

Regular time rates

Van and 1	\$ 80.00	Hour
Van and 2	\$ 115.00	Hour
Mover	\$ 43.00	Hour
Supervisor	\$ 60.00	Hour
Installer	\$ 51.00	Hour

Overtime rates apply: After hours, Saturday through Sunday, and Holiday.

Van and 1	\$ 120.00	Hour
Van and 2	\$ 172.50	Hour
Mover	\$ 64.50	Hour
Supervisor	\$ 90.00	Hour
Installer	\$ 76.50	Hour

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	McClymonds High School Modernization	Site	303
Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information

Contractor Name	Valley Relocation and Storage of Northern California, Inc.	Agency's Contact	Joe Rodgers		
OUSD Vendor ID #	004478	Title	Manager		
Street Address	5000 Marsh Drive	City	Oakland	State	CA
Telephone	925-682-3740	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes, <input checked="" type="checkbox"/> No		
OUSD Project #	21110				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-15-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2025
		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)	\$59,853.20
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

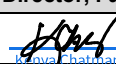
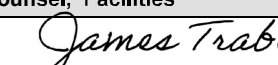

Budget Information

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
9657/9856	Fund21 Measure Y	210-9657-0-9856-8500-6276-303-9180-9006-9999-21110	6276	\$59,853.20

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 15, 2025		
2.	General Counsel, Facilities				
	Signature 	Date Approved	04/14/2025		
3.	Chief Systems & Services Officer				
	Signature 	Date Approved	Apr 15, 2025		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			