

Board Office Use: Legislative File Info.	
File ID Number	16-0880
Introduction Date	5-11-2016
Enactment Number	16-0647
Enactment Date	5-11-2016 <i>BN</i>



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students.

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer *YEH*
Roland Broach, Executive Director of Buildings, Custodial & Grounds
Facilities Planning and Management *[Signature]*

Board Meeting Date May 11, 2016

Subject Independent Contractor Agreement for Professional Services - The Marshall Associates, Inc. - Various Finishing Kitchen Project

Action Requested Approval by the Board of Education of an Independent Contractor Agreement for Professional Services between the District and The Marshall Associates, Inc. for Professional Services at Various Finishing Kitchens Project, in an amount not-to exceed \$132,770.00. The term of this Agreement shall commence on May 11, 2016 and shall conclude no later than May 25, 2017.

Background The scope of the work includes the assessment of (16) existing kitchens, providing project review and evaluations of each existing conditions. Marking recommendation for use of existing equipment, developing a cost model to determine budgets to equip all existing kitchens facilities as finishing kitchens. Also included in the scope is the development of schematic design layout for each school.

Discussion The mission of this project is to perform foodservice facility assessments for sixteen (16) of the district's existing schools and make recommendation to equip the studied school kitchens to Finishing Kitchens. Upgrading and renovating the existing facilities to finishing kitchens which will help to properly equip them to receive store and prepare bulk ingredients

LBP (Local Business Participation Percentage) 0.00%

Procurement Method Professional Services Agreement-Formal -Advertised RFP/Awarded to entity following OUSD competitive solicitation process

Recommendation Approval by the Board of Education of an Independent Contractor Agreement for Professional Services between the District and The Marshall Associates, Inc. for Professional Services at Various Finishing Kitchens Project, in an amount not-to exceed \$132,770.00. The term of this Agreement shall commence on May 11, 2016 and shall conclude no later than May 25, 2017.

Fiscal Impact Measure J

Attachments

- Independent Contractor Agreement including scope of work
- Consultant Proposal
- Certificate of Insurance



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

Legislative File ID No. 16-0880

Department: DEPARTMENT OF FACILITIES

Vendor Name: The Marshall Associates, Inc.

Project Name: Various Finishing Kitchen **Project No.:** 16104

Contract Term: Start Date: April 23, 2016 End Date: April 23, 2017

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 132,770.00

Approved by: TADASHI NAKADEGAWA/ROLAND BROACH

Is Vendor a local Oakland Business or have they meet the requirements of the Local Business Policy? Yes ☒ No ☐

Why was this Vendor selected?

THE MARSHALL ASSOCIATES, INC. WAS SELECTED AFTER A FORMAL REQUEST FOR PROPOSALS WAS ISSUED.

Summarize the services this Vendor will be providing.

VENDOR WILL PROVIDE FOOD SERVICE ASSESSMENTS ON (16) EXISTING KITCHEN FACILITIES AND PROVIDE DESIGN OPTIONS FOR NEW FINISHING KITCHENS AT EXISTING SITES.

Was this contract competitively bid? Yes ☒ No

If No, answer the following:

1) How did you determine the price is competitive?

The fee proposal is comparable to the other vendors on similar projects. Professional services contracts are not competitively bid however we followed the RFQ process. The Marshall Associates, Inc. was selected based upon qualifications and past work.

2) Please check the competitive bid exception relied upon:

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

The Marshall Associates, Inc.

This Independent Contractor Agreement for Professional Services ("Agreement") is made as of the **7th day of April, in the year 2016**, between the **Oakland Unified School District** ("District") and **The Marshall Associates, Inc.** ("Contractor") (referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

The scope of the work includes the assessment of (16) existing kitchens, providing project review and evaluations of each existing conditions. Making recommendation for use of existing equipment, developing a cost model to determine budgets to equip all existing kitchens facilities as finishing kitchens. Also included in the scope is the development of schematic design layout for each school.

2. **Term.** Contractor shall commence providing services under this Agreement on **May 11, 2016**, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **May 25, 2017**. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.

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

<input checked="" type="checkbox"/> _____ Signed Agreement	<input checked="" type="checkbox"/> _____ Workers' Compensation Certificate
<input checked="" type="checkbox"/> _____ Insurance Certificates & Endorsements	_____ W-9 Form
<input type="checkbox"/> N/A _____ Bonds (as requested by District)	_____ Other: Fingerprinting
<input checked="" type="checkbox"/> _____ Debarment Certificate	

4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "A,"** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed One hundred thirty two thousand, seven hundred seventy dollars and no cents (\$132,770.00)**. District shall pay Contractor only for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the

District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work. Expenses will not be charged on the Work above the maximum not-to-exceed amount of **Zero (\$0.00)**. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.
6. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. 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's employees.
8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Termination.**
 - 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 11.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

11.3.1. material violation of this Agreement by the Contractor; or

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

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

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

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

12. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, 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, personal injury, death, property damage, and reasonable attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, to the extent caused by the negligence or willful misconduct of Contractor, its employees or subcontractors. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

13. **Insurance.**

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

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

13.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions

of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 13.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

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

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

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

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

13.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

13.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

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

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

15. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation 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.
16. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
17. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **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, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age 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).
20. **Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the

District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

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

- 22.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- 22.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

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

24. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

25. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

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

Oakland Unified School District

955 High Street
Oakland, CA 94601

Attn: Tadashi Nakadegawa
Tel: 510-535-7038

Contractor

The Marshall Associates, Inc.
240 Third Street, Suite 2B
Oakland, CA 94607

Attn: Steve Marshall
Tel: 415-452-3224

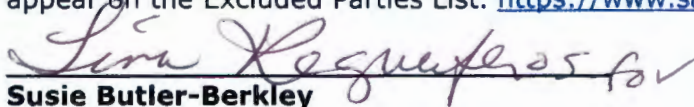
Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days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

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

28. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.
30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
32. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

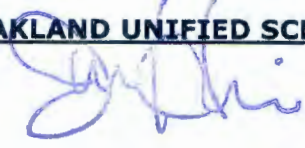
The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation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



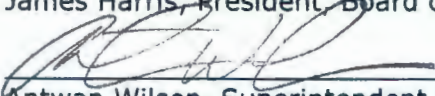
Susie Butler-Berkley
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:


OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education

5/12/16
Date


Antwan Wilson, Superintendent & Secretary, Board of Education

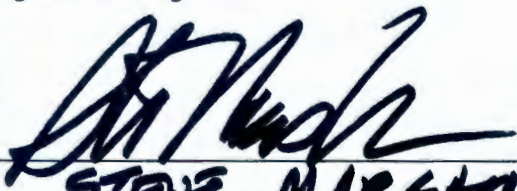
5/12/16
Date


Roland Broach, Executive Director of Buildings, Custodial & Grounds
Facilities Planning and Management

4.19.16
Date

CONTRACTOR

By:
Its:


STEVE MARSHALL
PRESIDENT


4/9/16
Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel

Date

4.17.16

File ID Number: 16-0880
Introduction Date: 5-11-16
Enactment Number: 16-0647
Enactment Date: 5-11-16
By: 

Information regarding Contractor:

Contractor: THE MARSHALL ASSOCIATES, INC.
License No.: 942382792 Employer Identification and/or Social Security Number
Address: 240 2nd St - 2B
OAKLAND CA 94607
Telephone: 415-677-1200
Facsimile: N/A
E-Mail: STEVE@THEMARSHALLASSOCIATES.COM
Type of Business Entity: _____
☐ Individual ☐ Sole
☐ Proprietorship ☐ Partnership ☐ Limited
☐ Partnership ☐ Limited Liability Company
☒ Corporation, State: CALIFORNIA
☐ Other: _____

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date:

Proper Name of Contractor:

Signature:

Print Name:

Title:

4.8.16
THE MARSHALL ASSOCIATES, INC.
STEVE MARSHALL
PRESIDENT

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

January 15, 2016

*Revised March 3, 2016

EXHIBIT A

PROJECT: Assessment of Sixteen (16) Existing Kitchen Facilities and Finishing Kitchen Development Study
Oakland Unified School District (OUSD) – Oakland, CA

SCOPE OF PROJECT:

This facilities assessment will be conducted to assist OUSD towards achieving their vision of implementing a new lunch delivery program and comprehensively reforming the school food experience in a way that meets the needs and desires of today's students.

The mission of this project is to perform foodservice facility assessments for sixteen (16) of the district's existing schools and make recommendations to equip the studied school kitchens to operate as Finishing Kitchens. Upgrading and renovating the existing facilities to Finishing Kitchens will help to properly equip them to receive, store and prepare bulk ingredients that are packaged as recipe kits from the district Central Kitchen.

This work will include a review of the following sites to evaluate current kitchen facilities and equipment.

District 1:

Chabot Elementary School
Peralta Elementary School

District 2:

Cleveland Elementary School
Crocker Highlands Elementary School

District 3:

Lafayette Elementary School
***Prescott Elementary School**
***Martin Luther King, Jr. Elementary School**

District 4:

Fruitvale Elementary School
Joaquin Miller Elementary School
Melrose Leadership
Redwood Heights Elementary School (pending)
Sequoia Elementary School
Thornhill Elementary School

District 6:

~~*Burckhalter Elementary School~~
Markham Elementary School
Parker Elementary School (pending)

District 7:

Brookfield Elementary School
Reach Academy

Page 2

Assessment of Sixteen (16) Existing Kitchen Facilities and Finishing Kitchen Development Study
Oakland Unified School District (OUSD) – Oakland, CA

SCOPE OF PROJECT:

The approved Finish Kitchen equipment list from the OUSD includes:

<u>Quantity</u>	<u>Item Description</u>
LOT	Dry Storage Shelving
1	Two-Door Roll In Refrigerator
1	Single-Door Reach In Refrigerator
1	Two-Door Reach In Freezer
1	Hot Holding Cabinet, Mobile
1	Single Deck Combi Oven
1	Type I Exhaust Hood
1	Fire Suppression System
1	Prep Table with Sink
1	Handwashing Sink
1	Three (3) Compartment Pot Sink
1	Dishmachine
1	Soiled Dishtable with Sink
1	Clean Dishtable
1	Tray Drying Rack
1	Hydration Station
1	Milk Cooler, Mobile
1	Hot Food Serving Counter
1	Cold Food Serving Counter
1	Self-Serve Salad Counter
1	POS / Cashier Stand, Mobile
1	Tray Cabinet

***METHODOLOGY:**

On-site visits will be conducted with Byrens Kim Design Works to assess the sixteen (16) listed school facilities. Each site evaluation will confirm existing capacities and determine the school's potential to function as a Finishing Kitchen. Site assessments for each school will include examining current dry and refrigerated storage capacity, cooking conditions, preparation spaces, serving counters and the sanitation / warewash process. Existing equipment and site conditions will be reviewed for health department requirement deficiencies and California Retail Food Code compliance. ***Byrens Kim will generate architectural and MEP related improvement narratives and generate an order of magnitude project budget.***

District-provided site and floor plans for the sixteen (16) school kitchens, cafeterias, dining areas and adjacent spaces will also be reviewed to assist in recommendations.

The OUSD Nutrition Services requirements will be considered and further interviews will take place with the staff to recommend a draft scope on a site by site basis.

Page 3

**Assessment of Sixteen (16) Existing Kitchen Facilities and Finishing Kitchen Development Study
Oakland Unified School District (OUSD) – Oakland, CA**

DELIVERABLES:

1. Provide narrative descriptions for each school that will identify assumptions, existing conditions, useful life and potential reuse of existing equipment, study findings and recommendations.
2. Develop an outline cost model to determine approximate budget to equip the sixteen (16) existing kitchen facilities as finishing kitchens.
- *3. Develop schematic design layouts for each school. We assume the existing architectural drawings will be provided by the district in AutoCAD format. Development of AutoCAD as-built drawings are not part of this scope.**
4. This proposal includes all meeting time, study time, graphic studies and narratives. Expenses for printing and overnight/express delivery will be at cost. Steve Marshall will be the Principal-in-Charge of this project.

TIMELINE:

- Week 1: Check-in meeting with OUSD; collect any of the sixteen (16) available site plans and kitchen equipment plans for the school kitchens, servery, and storage areas from OUSD.
- Weeks 2-5: On-site visits to the sixteen (16) schools organized by region/proximity.
- Week 6: End of site visit check-in meeting with OUSD; begin developing recommendations and report.
- *Weeks 7-10:** Finalize recommendations including site conditions, equipment schedules with schematic layouts and cost for the finishing kitchens. Include any additional recommendations to assist with implementation of the new school lunch delivery program.
- *Week 11:** Deliver final report.

***COMPENSATION AND BILLING:**

- A. Compensation for The Marshall Associates, Inc. OUSD Finishing Kitchen Development Study work as outlined above will be for a flat fee of \$25,900.00. If schematic design layouts are to be included for each school, a fee of \$24,000.00 will be added to the total cost; totaling \$49,900.00. Fee includes all trips to Oakland to review existing conditions, conduct interviews and discuss program findings.

Tasks/Deliverables	Cost
On-site visits and meetings plus Deliverables 1 and 2 (Narrative descriptions and budget for each school) plus coordination with Byrens Kim Design Works	\$25,900.00
All of the above described work plus schematic design layouts for each school	\$24,000.00
Total:	\$49,900.00

Page 4

Assessment of Sixteen (16) Existing Kitchen Facilities and Finishing Kitchen Development Study
Oakland Unified School District (OUSD) – Oakland, CA

COMPENSATION AND BILLING: (cont'd)

- B. Should for any reason the progress of the work be stopped, the Consultants shall be paid for all work accomplished to the time of the cessation of work. The basis for determining the amount due shall be the actual amount of hourly work completed. Hourly rates: Steven Marshall, Principal, \$225.00/Hr., Project Estimator, \$145.00/Hr., Clerical, \$75.00/Hr.
- C. It is understood that the fee as herein mentioned, shall not exceed the maximum as quoted unless the Consultant is called upon to perform services above and beyond those listed herein.
- D. Successors and Assignments: The Consultants and the Owner each binds himself, his partner, successors, legal representatives and assigns to the other party to this agreement, and to the partners, successors, legal representatives and assigns of such other party in respect of all covenants of this agreement. Neither the Consultant nor the Owner shall assign or transfer his interest in this agreement without the other's written agreement.
- E. Arbitration: All questions in dispute under this agreement may be submitted to arbitration when practical, in accordance with the provisions, or in the event there are judicial proceedings instead of arbitration, reasonable attorney fees shall be fixed by the Court.

INSURANCE:

- A. It is understood that the Consultants carry and maintain professional liability insurance in the amount of \$2,000,000.00.

If the above is satisfactory and in order per your requirements for this Project, please sign one copy of this proposal and return to our office for our records.

THE MARSHALL ASSOCIATES, INC.

OAKLAND UNIFIED SCHOOL DISTRICT

Steven W. Marshall
President

Title:
Date:



February 23, 2016

Mr. Steven Marshall
The Marshall Associates, Inc
240 3rd Street, Suite 2-B
Oakland, CA 94607

RE: Proposal for Assessment of Kitchen Feasibility
At Sixteen (16) OUSD School Sites

Dear Mr. Marshall,

I thank you for the opportunity to submit this proposal to assist you in development studies of 16 school site kitchens for Oakland Unified School District. This proposal is generated based on our meeting with Ms. Stacey Jennings and Mr. Colland Jang on 2/26/16. Based on this meeting, we understand that our role is to review each school sites with your team, and to generate a list development considerations related to the construction of the kitchens at each site. The following is our understanding of the project scope:

- Attend site walk at each site.
- Review kitchen improvement narrative generated by your office, which will include assumptions, existing conditions, useful life and potential reuse of existing equipment.
- Generate architectural, and MEP related improvement narrative.
- Generate an order of magnitude project budget. Equipment budget will be provided by your office.

We understand that the intent of the development study is to retrofit/modify existing kitchen facilities to improve operation; hence, major structural and/or civil improvements are not anticipated at this point. The structural and civil engineering considerations will outlined as high level cursory review. We will recommend engagement of appropriate engineers if warranted during the study.

Please note that the District will need to engage qualified environmental hygienist for assessment of potential hazardous material conditions.

To complete this task, we propose the following team:

Architect:	Byrens Kim Design Works
Mechanical Engineer:	H&M Mechanical Group
Electrical Engineer:	WHM, Inc.

Byrens Kim Design Works is a certified Small Local Resident Business. H&M Mechanical Group is a certified Small Local Business.

We propose that we perform a DSA pre application review that encompasses overview review of all the sites. In addition, we propose that we meet with the Alameda County Environmental Health to perform an overview project discussion.

The following illustrates the anticipated services to be included in this proposal.

The **Site Analysis** includes the following tasks:

- Review existing program elements and site conditions
- Collaborate with the District and the Site administration to generate program goals intent.

The **Development Study** includes the following tasks:

- Generate a narrative of proposed development scheme including architectural, mechanical, and electrical scope related to the kitchen development.
- Generate order of magnitude construction budget.
- Generate draft project schedule related to each site.

The **Agency Review** includes the following tasks:

- Schedule and participate a preliminary meeting with DSA to cover overall project direction.
- Schedule and participate a preliminary meeting with the Alameda County Environment Health to cover overall project direction.

To complete the project as outlined, we propose the following fee.

PROJECT PHASES	PROPOSED FEE
Architectural – Byrens Kim Design Works	\$34,000.00
Mechanical – H&M Mechanical Group	\$12,800.00
Electrical – WHM Inc.	\$24,000.00
TOTAL	\$70,800.00

The fee is fully burdened and no additional reimbursable expenses will be required.

We assume the following to be provided by the district.

- Existing architectural, structural, mechanical, and electrical drawings.

We thank you for the opportunity to submit this proposal and look forward to continue providing value-added service to the District.

Cordially,

A handwritten signature in black ink, appearing to read 'Dong E Kim', with a stylized flourish at the end.

Dong E Kim, AIA, LEED AP
Principal
Byrens Kim Design Works

PROJECT BUDGET WORKSHEET

Project OUSD Finishing Kitchens Development Study
 Client Oakland Unified School District
 Project Address Oakland, CA

NOTE: This form lists typical services provided. Certain services may be added or deleted according to specific requirements of the project.

PHASE OF SERVICE	SERVICE TO BE PROVIDED	HOURS	COMMENTS
1 Site Analysis	Review existing documents & generate field review documents	32	2 hours per site
	Site visits and observation	80	2 staff, 5 days
	Consultant Coordination	6	
2 Development Study	Generate narrative per site	64	4 hours per site
	- Coordinate with Kitchen Design Consultants	12	
	- Coordinate with District Facilities	12	
	- Coordinate with MEP Consultants	12	
	Order of Magnitude Cost Projection	32	2 hours per site
	Client review	8	assume 2 meetings
	Update per comments	16	
4 Agency Review	DSA Preapplication meeting	6	
	Alameda County Health Meeting	6	

FOODSERVICE & LAUNDRY
CONSULTANTS/DESIGNERS

240 3rd Street, Suite 2-B
OAKLAND CA 94607
415/677-1200
FAX 415/677-1210

STEVEN MARSHALL, FCSI
MARK R. WALSH, FCSI

The Marshall Associates, Inc.

January 15, 2016

*Revised March 3, 2016

Tadashi Nakadegawa, Director
Department of Facilities Planning and Management
Oakland Unified School District
955 High Street
Oakland, CA 94601

Re: Assessment of Sixteen (16) Existing Kitchen Facilities and Finishing Kitchen Development Study
Oakland Unified School District (OUSD) – Oakland, CA

Dear Tadashi:

Thank you for inviting The Marshall Associates, Inc. to submit a proposal for the above noted project. I am emailing one copy our revised proposal for professional services. The fee as quoted in this contract proposal is based on our estimate of office, field time, and expenses involved in the execution of the work as we understand it, and follows the basic outline of desired services discussed with you and the RFP dated December 15, 2015, the Addendum No. 1 document dated December 17, 2015 and updated scope discussion at meeting with Byrens Kim Design Works on February 16, 2016.

I, (Steve Marshall,) will be the Principal-In-Charge for this project.

Our professional insurance in the amount of \$2,000,000.00 is carried with the National Union Fire Insurance Company of Pittsburgh, PA, through our Broker, Ewing and Associates of Kensington, MD.

Should you have any questions regarding this proposal, or the tasks we have outlined, please advise and we will attempt to modify the contents to our mutual satisfaction. Thank you for the opportunity to submit this proposal for professional services.

Best Regards,

Steven W. Marshall
President

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

Date: _____

District Representative's Name and Title: _____

Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

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

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

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

_____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____

District Representative's Name and Title: _____

Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

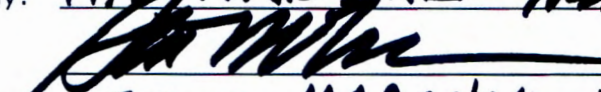
Date:

4.8.16

Name of Consultant or Company:

TITLE MARSHALL ASSOCIATES, INC.

Signature:



Print Name and Title:

STEVE MARSHALL, PRESIDENT

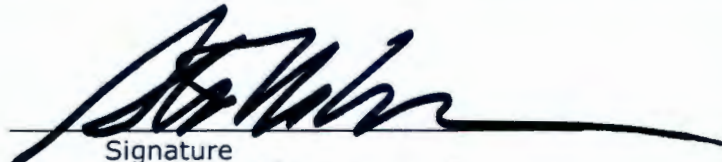
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither _____ [Type name of Contractor] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Contractor on the 8th day of APRIL 2016 for the purposes of submission of this Agreement.

By:


Signature

STEVE MARSHALL
Typed or Printed Name

Title

PRESIDENT




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/11/2016

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 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 R.L. "Rich" Castro, Agent 38500 Stevenson Place, Suite 105 Fremont, CA 94539	CONTACT NAME: Jeanette Lindemann PHONE (A/C, No, Ext): 510-791-1454 FAX (A/C, No): 510-791-1584 E-MAIL ADDRESS: Jeanette@RICHCASTRO.ORG
		INSURER(S) AFFORDING COVERAGE INSURER A : State Farm General Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
	INSURED The Marshall Associates, Inc. 240 3rd Street, Suite 2-B Oakland, CA 94607 415-677-1200	NAIC # 25151

COVERAGES**CERTIFICATE NUMBER:****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	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/> Y <input type="checkbox"/>	97-BJ-S980-1	02/27/2016	02/27/2017	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> Y <input type="checkbox"/>	237 7505-C16-05	03/16/2016	09/16/2016	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"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> Y <input type="checkbox"/>	97-D3-1337-5	10/13/2015	10/13/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	97-BK-L022-5	08/26/2015	08/26/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, CALIFORNIA 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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MARS350

OP ID: S6

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2016

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 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 Professional Services JLT Facilities 22 Century Hill Dr. Ste. 103 Latham, NY 12110-1423	CONTACT NAME: JGSC - P & C		
	PHONE (A/C, No, Ext): E-MAIL ADDRESS:		
INSURED The Marshall Assocs Inc 240 3rd Street, Suite 2-B Oakland, CA 94607	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Beazley Ins Co Inc.		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$
	OTHER:						PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLA	<input type="checkbox"/> IMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N					PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N / A					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Lawyers Prof Liab			V11CWB15PNPM	08/15/2015	08/15/2016	per claim 2,000,000 aggregate 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

OAKL000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Oakland Unified School Dist Juanita White/ Bid Coord. of Facilities Planning and Mgmt 955 High Street Oakland, CA 94601	AUTHORIZED REPRESENTATIVE

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INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

Project Information

Project Name	Various Finishing Kitchens	Site	918	
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Basic Directions

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

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	The Marshall Associates, Inc.	Agency's Contact	Steve Marshall		
OUSD Vendor ID #		Title	Project Manager		
Street Address	240 Third Street, Suite 2B	City	Oakland	State	CA Zip 94607
Telephone	415-452-3224	Policy Expires	2-27-17		
Contractor History	Previously been an OUSD contractor? x Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes x No		
OUSD Project #	16104				

Term

Date Work Will Begin	5-11-2016	Date Work Will End By (not more than 5 years from start date)	5-25-2017
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$132,770.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9450	Measure J	9189905994	6252	\$132,770.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	4/14/2016		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	4.14.16		
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	4.14.16		
4.	Chief Operations Officer, Board of Education				
	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			