

Board Office Use: Legislative File Info.

File ID Number	20-0008
Introduction Date	3-11-2020
Enactment Number	20-0403
Enactment Date	3/11/2020 If



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Acting Deputy Chief of Facilities Planning and Management

Board Meeting Date March 11, 2020

Subject Award of Contract for Furniture for the Glenview New Construction Project to One Workplace - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Award of Contract to **One Workplace**, San Leandro, CA, for the latter to provide furniture and installation of furniture for the new Glenview Elementary School. Price includes delivery and installation of the new furniture. Furniture selected based on meetings with site staff and designers, to furnish spaces that include classrooms, administrative spaces, storage rooms, library, and the multipurpose room, for the Glenview New Construction Project, in the amount of **\$607,405.23**, as the selected vendor, and authorizing the President and Secretary of the Board to sign the Agreement for same with said vendor with work scheduled to commence March 12, 2020, and scheduled to last until December 31, 2020 pursuant to the contract.

Discussion Vendor to provide furniture for the New Glenview Elementary School. Price includes delivery and installation of the new furniture in time for opening of the new facility.

LBP (Local Business Participation Percentage) 00.0%

Recommendation Approval by the Board of Education of Award of Contract to **One Workplace**, San Leandro, CA, for the latter to provide furniture for and installation of furniture for the new Glenview Elementary School. Price includes delivery and installation of the new furniture. Furniture selected based on meetings with site staff and designers, to furnish spaces that include classrooms, administrative spaces, storage rooms, library, and the multipurpose room, for the Glenview New Construction Project, in the amount of **\$607,405.23**, as the selected vendor, and authorizing the President and Secretary of the Board to sign the Agreement for same with said vendor with work scheduled to commence on **March 12, 2020**, and scheduled to last until **December 31, 2020** pursuant to the contract.

Fiscal Impact Fund 21 Measure J

Attachments

- Agreement & Contractor Proposal
- Insurance Certificate



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

Legislative File ID No. 20-0008

Department: Facilities Planning and Management

Vendor Name: One Workplace

Project Name: Glenview New Construction

Project No.: 13134

Contract Term: Intended Start: March 12, 2020

Intended End: December 31, 2020

Total Cost Over Contract Term: \$607,405.23

Approved by: Tadashi Nakadegawa

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

RFP for furniture. This vendor was selected based on the lowest cost and best value selection process from the proposals submitted.

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

Furniture for the Glenview Elementary School new 22-classroom. Price includes delivery and installation of the new furniture. Furniture selected on meetings with site staff and designers, to furnish spaces that include classrooms, administrative spaces, storage rooms, library and the multipurpose room.

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?

Competitive prices were determined when RQP was provided.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- ☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding – *contact legal counsel to discuss if applicable*
- ☐ Sole source contractor – *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 RFP process – *contact legal counsel to discuss if applicable*
- ☐ Energy service contract – *contact legal counsel to discuss if applicable*
- ☐ Other: Vendor was selected based on the lowest cost.

Consultant Contract:

- ☐ Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- ☐ Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$95,200 or less (as of 1/1/20)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- ☐ 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: New furniture had to be purchased in time for facility opening and pricing is competitive.

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- ☐ 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:

- Vendor was selected from proposals received.

OAKLAND UNIFIED SCHOOL DISTRICT FURNITURE AGREEMENT

This **FURNITURE AGREEMENT** ("Agreement") is made and entered into effective **March 12, 2020** (the "Effective Date"), by and between the Oakland Unified School District ("District") and **One Workplace** ("Contractor").

1. **Contractor Services.** Contractor agrees to provide the following services, to the District (collectively, the "Services"): One Workplace to provide furniture, for the Glenview Elementary School new 22-classrooms. Price includes delivery and installation of the new furniture, spaces that include classrooms, administrative spaces, storage rooms, library and multipurpose room at new site pursuant to Exhibit A.
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.** This Agreement shall begin on **March 12, 2020** and shall terminate upon completion of the Services, but no later than **December 31, 2020** ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. 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, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, 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, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of the notice.
5. **Payment of Fees for Services.** District agrees to pay Contractor fees in accordance with the Fee Schedule in Exhibit B, to this Agreement, for Services satisfactorily performed. Contractor shall not increase the rate over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **SIX HUNDRED SEVEN THOUSAND, FOUR HUNDRED FIVE DOLLARS 23/100 (\$607,405.23)**. Contractor shall perform all Services required by the Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within thirty (30) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District

reasonably requests.

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.

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 Paragraph 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 limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither 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.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. 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. 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. 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, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.

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 shall **only have limited 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 shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

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

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 after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is

permissible.

13. **Confidential Information.** 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 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, confidentiality of records, Education Code section 49406 and others. 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 any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

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 to this Agreement.

24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."

31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:

- Roof project certification (if required; see Public Contract Code §3006).
- Fingerprinting Notice and Acknowledgement.
- ~~Iron Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- Local Business Participation Form.

Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

32. **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.

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London 3/12/2020

Jody London, Date
President, Board of Education

Kyla Johnson-Trammell 3/12/2020

Kyla Johnson-Trammell, Date
Superintendent, Board of Education

Tadashi N. Deguwa 11/1/20

Tadashi N. Deguwa, Date
Interim Deputy Chief, Facilities Planning &
Management

Approved As to Form *of Agreement Only:*
[Signature] 3/4/20
OUSD Facilities Legal Counsel Date

CONTRACTOR:

ONE WORKPLACE

By: [Signature]

Name: Michael Bell

Title: ACCOUNT REPRESENTATIVE

EXHIBIT A

PROPOSAL FROM ONE WORKPLACE



Headquarters
2500 De La Cruz
Santa Clara, CA 95050
T. 669 800 2500
oneworkplace.com

Quotation 600357

Quote Date 11/22/19

Project 190011

Customer OAK010

Terms Net 30 Days

Account Representative Michael Bell

Quote To

PAMILA HENDERSON
Oakland Unified School Dist
955 HIGH ST
OAKLAND CA 94601-4404

Ship To

PAMILA HENDERSON
Glenview Elementary School
4215 LA CRESTA AVE
OAKLAND CA 94602-1739

Phone +1 (925) 335-6403

pamilam.henderson@ousd.org

Phone +1 (925) 335-6403

pamilam.henderson@ousd.org

GLENVIEW ES SUMMER 2020 INSTALLATION

Contracts:

BlueDot/Steelcase - E&I CDA 07Z00800

Smith System - E&I

Fleetwood- NCPA# 07-27

Global Furniture - Fairfax County #4400006273

Mlen - NCPA 07-38

SitOnIt - NIPA 2015000063

KI - Sourcewell

Due to possible manufacturing product and freight increase, there may be an additional 5% price increase. This total will not be exceeded.

Sales taxes shown are at current rates, but subject to change without notice to those rates applicable at the time of invoicing.

Description	Quantity	Unit Price	Extended Price
1 1ST GRADE (1ST GRADE)		42,124.74	42,124.74
50 2ND GRADE (2ND GRADE)		41,468.91	41,468.91
99 3RD GRADE (3RD GRADE)		43,133.31	43,133.31
154 4TH & 5TH GR. (4TH & 5TH GR.)		83,706.85	83,706.85
260 KINDERGARTEN (KINDERGARTEN)		37,515.39	37,515.39
309 TK 002 (TK 002)		13,188.56	13,188.56
328 Library (LIBRARY)		9,177.87	9,177.87
338 ADMIN SPACES (ADMIN SPACES)		26,529.15	26,529.15

CLIENT SIGNATURE _____

PRINT NAME _____

TITLE _____

DATE _____



Headquarters
2500 De La Cruz
Santa Clara, CA 95050
T. 669.800.2500
oneworkplace.com

Quotation 600357

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Description	Quantity	Unit Price	Extended Price
387 MULTIPURPOSE (MULTIPURPOSE)		47,484.20	47,484.20
401 SPECIALTY (SPECIALTY)		91,092.28	91,092.28
514 Services (SERVICES)		53,321.01	53,321.01
517 Contingency Fee (CONTINGENCY)		22,562.00	22,562.00
518 17576 - Locking 3" casters, black SMITH SYS	304	43.32	13,169.28

Quotation Totals	
Sub Total	524,473.55
SMITH SYS Freight	20,810.81
FLAGSHIP Freight	607.43
NORVANIVEL Freight	1,597.30
FLEETWOODG Freight	8,783.78
MOORECO Freight	252.70
NATIONAL Freight	222.97
SAFCO Freight	162.16
MIENCOMPAN Freight	976.43
ALAMEDA, COUNTY OF	17,398.31
CALIFORNIA, STATE OF	32,119.79
Labor/Storage Non-Taxable	0.00
Grand Total	607,405.23

End of Quotation

CLIENT SIGNATURE _____

PRINT NAME _____ TITLE _____ DATE _____

Qty Ordered	Vendor No	Catalog No	Product Description	Unit Sell	Extended Sell	Subsection Description	Category
			Grand Total Product Pricing	Grand Total	\$	448,590.55	0
			Contingency for manufacturer price increases in 2020 (5%)		\$	22,562.00	
215	ONE23	DESIGN	DESIGN	\$	95.00	20,425.00	
86	ONE24	PROJECT MANAGEMEN	Project Management	\$	86.31	7,594.66	
1	ONE22	LABOR	Labor to will call (OWP) deliver and install/place misc desks, tables, seating and ancillary per plan and spec provided. Regular business hours	\$	25,301.35	25,301.35	
1	MISC.	FREIGHT	Manufacture Freight	\$	33,413.57	33,413.57	
			Sales Tax (9.25%)		\$	49,518.10	
			Grand Total		\$	607,405.23	

Unit Sell	Extended Sell	Subsection Description	
1st Grade Classroom 101 Total	\$	13,759.13	0
1st Grade Classroom 102 Total	\$	14,606.48	0
1st Grade Classroom 103 Total	\$	13,759.13	0
2nd Grade Classroom 106 Total	\$	13,822.97	0
2nd Grade Classroom 107 Total	\$	13,822.97	0
2nd Grade Classroom 111 Total	\$	13,822.97	0
3rd Grade Classroom 220 Total	\$	14,273.27	0
3rd Grade Classroom 221 Total	\$	14,273.27	0
3rd Grade Classroom 222 Total	\$	14,586.77	0
4th/5th Grade Classroom 201 To	\$	16,741.37	0
4th/5th Grade Classroom 202 To	\$	16,741.37	0
4th/5th Grade Classroom 203 To	\$	16,741.37	0
4th/5th Grade Classroom 204 To	\$	16,741.37	0
4th/5th Grade Classroom 205 To	\$	16,741.37	0
AT Office 158 Total	\$	3,115.95	0
Conference 130 Total	\$	2,666.04	0
Custodial Office 216 Total	\$	677.64	0
Flex Space 122 Total	\$	29,885.88	0
Inclusion Room 104 Total	\$	1,601.16	0
Kindergarten Classroom 139 Tot	\$	12,505.13	0
Kindergarten Classroom 141 Tot	\$	12,505.13	0
Kindergarten Classroom 144 Tot	\$	12,505.13	0
Learning Spot 147 Total	\$	2,456.94	0
Library 137 Total	\$	9,177.87	0
Multipurpose 156 Total	\$	658.50	0
Music room Total	\$	47,067.21	0
Nurse 128 Total	\$	1,175.79	0
Office 116 Total	\$	1,308.75	0
Office 118 Total	\$	1,817.70	0
Office 169 Total	\$	563.34	0
Prep Classroom 145 Total	\$	12,416.07	0
Principal's Office 131 Total	\$	4,801.11	0
Psych 149 Total	\$	2,090.88	0
Reading Intervention 213 Total	\$	7,567.55	0

Reception 132 Total	\$	14,043.36	0
Resource Specialist 112 Total	\$	3,629.64	0
SDC 003 Total	\$	11,131.43	0
Speech Language 148 Total	\$	2,008.53	0
Staff Wellness 214 Total	\$	13,036.44	0
TK 002 Total	\$	13,188.59	0
TSA 125 Total	\$	1,385.70	0
\$ 43.32	\$	13,169.28	Casters (Set of 4)
Grand Total	\$	448,590.55	0
	\$	22,562.00	
\$ 95.00	\$	20,425.00	
\$ 88.31	\$	7,594.66	
\$ 25,301.35	\$	25,301.35	
\$ 33,413.57	\$	33,413.57	
	\$	49,518.10	
	\$	607,405.23	



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/23/2019

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED One Workplace L. Ferrari, LLC. Attn: Ron Shore 2500 De La Cruz Boulevard Santa Clara CA 95050 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER B: Travelers Property Cas Co of America</td><td>25674</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: Travelers Property Cas Co of America	25674	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: 570075502824** **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. **Limits shown are as requested**

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLO509889010	04/01/2019	04/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> RENTED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP 5098889-10	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		ZUP16N4742219NF Umbrella/Excess Liability	04/01/2019	04/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC509888811	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER**CANCELLATION**

One Workplace L. Ferrari, LLC Attn: Ron Shore 2500 De La Cruz Boulevard Santa Clara CA 95050-2617 USA	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 <i>Aon Risk Services Central, Inc.</i>
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LUKL11

EVIDENCE OF PROPERTY INSURANCEDATE (MM/DD/YYYY)
03/26/2019

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

AGENCY Heffernan Insurance Brokers 1460B O'Brien Drive Menlo Park, CA 94025		PHONE (A/C, No, Ext): 1 (650) 842-5200	COMPANY Zurich American Insurance Company	
FAX (A/C, No): (650) 842-5201		E-MAIL ADDRESS:		
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #: ONEWORL-02		License # 0564249		
INSURED One Workplace L. Ferrari, LLC 2500 De La Cruz Boulevard Santa Clara, CA 95050		LOAN NUMBER		POLICY NUMBER CPP553265205
		EFFECTIVE DATE 04/01/2019	EXPIRATION DATE 04/01/2020	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION 2500 De La Cruz Avenue, Santa Clara, CA 95050
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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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	X	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
COVERAGE / PERILS / FORMS								
Business Personal Property							\$5,642,112	50,000
Business Income with Extra Expense and Rental Value							\$5,643,000	
Property of Others							\$3,150,000	50,000
Earthquake Sprinkler Leakage, SPECI							\$8,792,112	50,000
Installation Property							\$500,000	50,000
Temporary Storage Limit							\$500,000	50,000

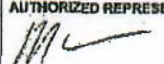
REMARKS (Including Special Conditions)

Special Conditions:

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS One Workplace L. Ferrari, LLC 2500 De La Cruz Boulevard Santa Clara, CA 95050	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		

ACORD 27 (2016/03)

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OAKLAND UNIFIED
SCHOOL DISTRICT

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Glenview New Construction Project	Site	119
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Basic Directions

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

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

Contractor Name	One Workplace	Agency's Contact	Michael Bell				
OUSD Vendor ID #	003183	Title					
Street Address	7220 Edgewater Drive	City	Oakland	State	CA	Zip	94621
Telephone	510-729-7800	Policy Expires					
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 #	13134						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	3-12-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2020
		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)	\$607,405.23
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

If you are planning to multifund a contract using L&P funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9570	Fund 21 Measure J	210-9650-0-9570-8500-4310-119-9180-9905-9999-99999	4432	\$607,405.23

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	1/9/2020	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	3/4/20	
	Interim Deputy Chief, Facilities Planning and Management				
3.	Signature		Date Approved	1/9/20	
	Chief Financial Officer				
4.	Signature		Date Approved		
	President, Board of Education				
5.	Signature		Date Approved		