

Board Office Use: Legislative File Info.	
File ID Number	20-1579
Introduction Date	9-9-2020
Enactment Number	20-1388
Enactment Date	9/9/2020 er



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management

**Board Meeting Date** September 9, 2020

**Subject** Award of General Services Agreement - Illuminaries - Fremont High School New Construction Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education Award of General Services Agreement for the Fremont High School New Construction Project to Illuminaries (“Consultant”), Oakland, California, for the latter to provide professional services, which consists of painting two(2) murals for the Fremont High School New Construction Project, in the not to exceed amount of \$59,000.00, as the selected Consultant, with work scheduled to commence on September 10, 2020, and scheduled to last until August 31, 2021, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant.

**Discussion** The scope of work of this Contract consists of painting services for two(2) murals at the Fremont site. Consultant was selected without competitive bidding since it is not required for professional or specially trained services and the price is below the threshold for competitive bidding.

**LBP (Local Business Participation Percentage)** 00.00%

**Recommendation** Approval by the Board of Education Award of General Services Agreement for the Fremont High School New Construction Project to Illuminaries (“Consultant”), Oakland, California, for the latter to provide professional services, which consists of painting two(2) murals for the Fremont High School New Construction Project, in the not to exceed amount of \$59,000.00, as the selected Consultant, with work scheduled to commence on September 10, 2020, and scheduled to last until August 31, 2021, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

- Agreement
- Proposal
- Insurance Certificate



## CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 20-1579

Department: Facilities Planning and Management

Vendor Name: Illuminaries

Project Name: Fremont High School New Construction

Project No.: 13158

Contract Term: Intended Start: November 1, 2020

Intended End: 8-31-2021

Total Cost Over Contract Term: \$59,000.00

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?

This vendor was chosen directly based on specially trained services, expertise and experience with similar projects they completed for the Oakland community.

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

Vendor will provide professional services which includes painting two (2) murals for the fitness and gym areas at the Fremont HS Site.

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?

Vendor has done similar projects for various locations throughout the Oakland community. Based on the Vendor's experience and expertise with this particular type of work, the District believes that the Vendor will perform work quickly, accurately, and efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding – *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: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

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: \_\_\_\_\_

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:

- Contractor was selected based on specially trained services and professional qualifications.

## OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

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This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **September 10, 2020** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Illuminaries** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services, to the District (collectively, the “Services”): Illuminaries to provide professional services which includes painting two (2) murals, for the Fitness and Gym areas at Fremont High School. The Services include all work described in the July 2020, proposal attached to this Agreement as 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 **September 10, 2020** and shall terminate upon completion of the Services, but no later than **August 31, 2021** (“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.** 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 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.** Total fees paid by District to Contractor for Services under the Agreement shall not exceed **FIFTY-NINE THOUSAND DOLLARS NO/100 (\$59,000.00)**. 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](http://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.
- ~~Iran 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.

\* \* \* \* \*



9/10/2020

Jody London  
President, Board of Education

Date

By: 

Name: Timothy Hon

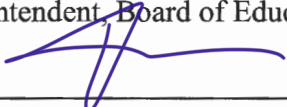


9/10/2020

Kyla Johnson-Trammell,  
Superintendent, Board of Education

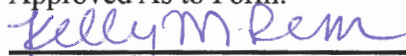
Date

Title: Partner

  
Tadashi Nakadegawa  
Interim Deputy Chief, Facilities Planning  
& Management

8/14/20  
Date

Approved As to Form:



8-13-20

OUSD Facilities Legal Counsel

Date

## Exhibit A

## EXHIBIT A



FREMONT HIGH SCHOOL MURAL PROJECTS

JULY 2020

## WE LOVE COLLABORATION-BASED ART

Our passion is to uplift public space and inspire youth through the creation process of visually stunning imagery that conveys energy and joy.

## WHO WE ARE

**Steve Ha** - Mural Artist & Graphic Designer - Newark, CA

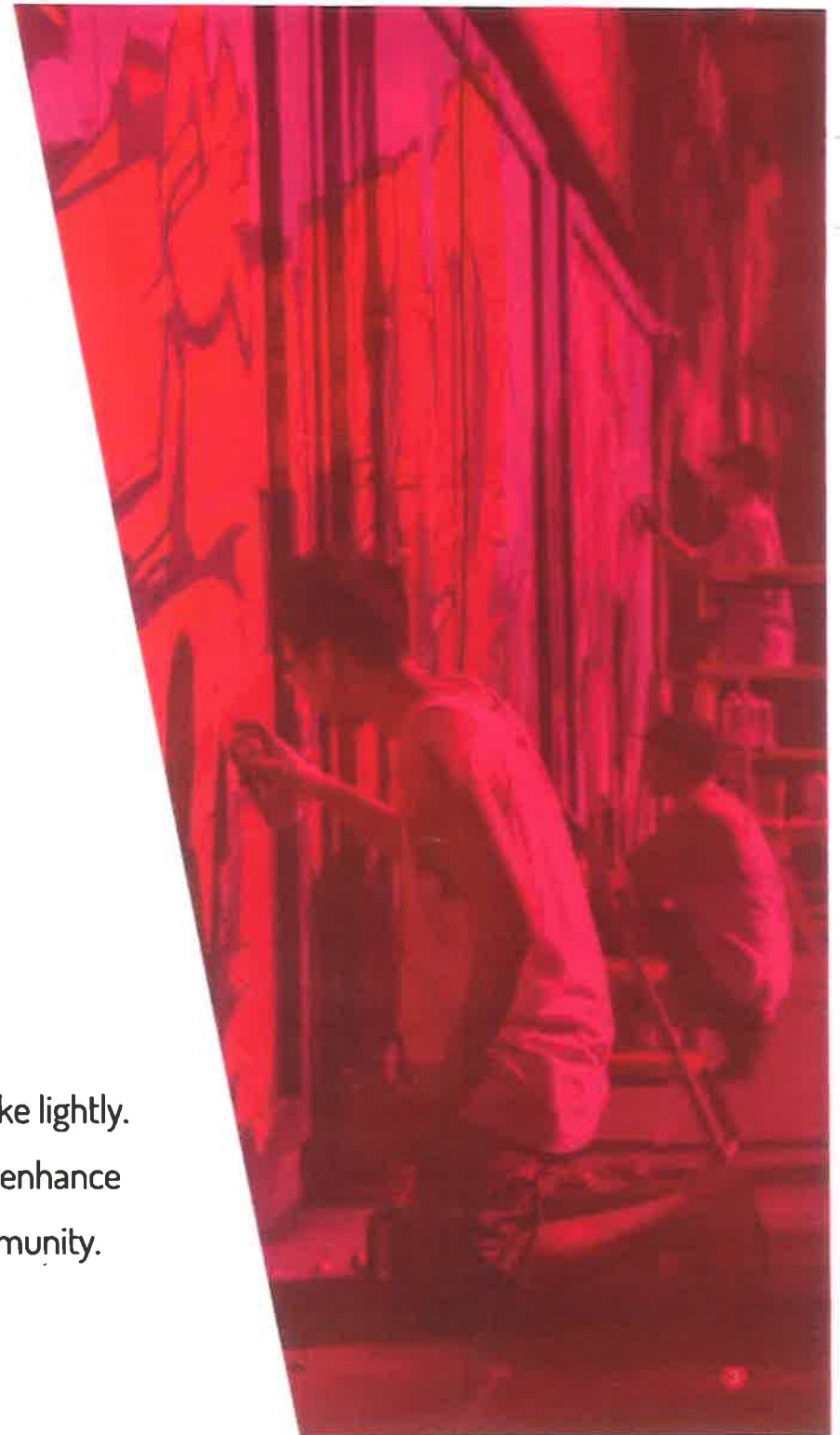
**Tim Hon** - Mural Artist & Software Architect - Berkeley, CA

**Romali Lucidan** - Mural & Tattoo Artist - San Diego, CA

**Rachel Sims** - Project Manager - Richmond, CA

## AN ESTEEMED RESPONSIBILITY

The power to shape public space is a responsibility we do not take lightly. We are grateful to be in this position, and continuously strive to enhance architecture and natural features around us, to inspire our community.



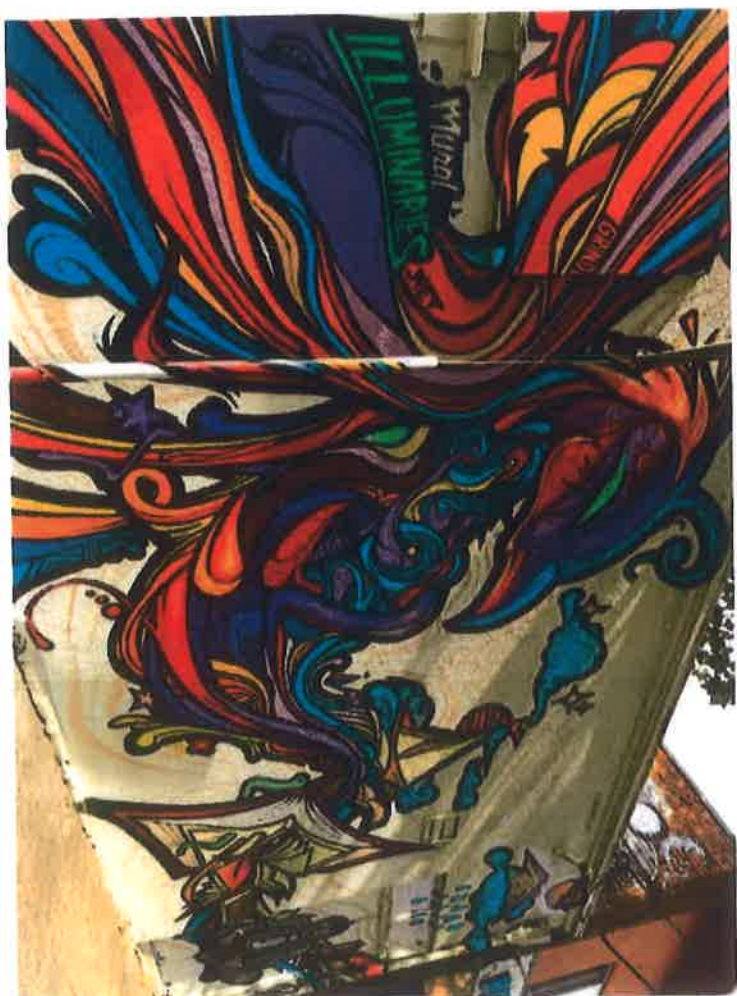


PREVIOUS WORK



▲ **RISE & GRIND**  
120' W x 100' H  
July 2017, Oakland, CA

▼ **LET'S RIDE**  
25' W x 8' H  
Union City, CA



▼ **WARRIORS PARADE 2018**  
45' W x 15' H  
Oakland Museum

▲ **TELEGRAPH GATEWAY MURAL**  
30' W x 15' H  
Berkeley, CA







**VISIT OAKLAND**  
Spraypaint on Stucco  
20'W x 30'H  
Oakland, CA



**DUBS**  
Spraypaint on Concrete  
60'W x 15'H  
Oakland, CA



**LAKEVIEW LIBRARY**  
First city building in history with a sanctioned mural  
60'W x 20'H  
Oakland, CA



**LET THE MUSIC MOVE YOU**  
Spraypaint on Stucco  
35'W x 18'H  
Union City, CA



# WHY ILLUMINARIES?

## EXPERIENCE

- illuminaries have painted at extremely large scale. The elephant shown here is 12,000 SF.
- We have over 15 years experience collaborating with clients to create stuff we're both proud of.



## EXECUTION

- illuminaries have experience managing large projects. (\$250K for the City of Union City)
- They loved the outcome.
- See our references list for contact info.

## PASSION

- This is not a job. We love this stuff!
- Let us help you create an amazing experience!

## Clients



## COST

<b>Fitness Mural</b> (supplies + execution)	<b>19K</b>
<b>Gym Mural</b> (supplies + execution)	<b>40K</b>
<b>Total</b>	<b>59K</b>

## MURAL DESIGN

Design to be conceptualized in collaboration with Asst. Principal Nidya Baez, as liaison to Fremont High staff, students and alumni, through a series of Zoom sessions.

## PAYMENT SCHEDULE

Cost of each mural due within 30 days of completion



## STEVE HA

### ARTIST

Known for his prolific and progressive designs, San Francisco Bay Area designer, Steve Ha, has gained attention from peers and professionals since enrolling into the scene in 2001 under the FlavorInnovator alias. Rooted in the collaborative use of traditional and digital art his skillset has proven time and time again to be unique, effective, and in high demand. His ability to visually transform thoughts into reality has granted him successful projects with notable clients such as Adidas, Scion, Courvoisier, LRG, Om-Records, and LinkedIn.

## ROMALI LUCIDAN

### ARTIST

Romali attended the Academy of Art in SF, and is a master aerosol artist of 15 years. He specializes in incredible photo-surrealistic renderings of people, creatures, and mystic sceneries. Now working as a full time tattoo artist, he uses his free time to travel the nation spray painting walls. Currently resides in San Diego, CA.

## TIM HON

### ARTIST

Tim is a street artist turned app developer who found his way back to his passion: spraypainting mural art. He also loves pencil and watercolor. Ten years ago Tim built web collaboration software that was implimented in thousands of high schools to connect honor students with those in need of tutoring. He's a motorcycle enthusiast, loves the outdoors and is currently in training for his private pilots license.

## RACHEL SIMS

### PROJECT MANAGER

Rachel is an non-profit leader with several years of experience working with hyper-marginalized youth in education. She is best known for getting stuff done, such as organizing large-scale youth hackathons or bringing a dying program back to life. Rachel loves turning a good vision into reality, especially when it impacts our youth. She has a passion for cooking which sometimes conflicts with the tastebuds of her 3 young boys.

## REFERENCES

### TROY SMITH

Senior Director of Marketing, Oakland Athletics  
510-563-2331  
tsmith@athletics.com

### THOMAS RUARK

City Engineer, City of Union City  
510-675-5301  
thomasr@unioncity.org

### LISA KERSHNER


General Manager, Oakland Marriott City Center  
510-466-6410  
Lisa.Kershner@marriott.com

### BEN TAYLOR

Destination Development Manager, Visit Oakland  
510-208-0560  
ben@visitoakland.com

### NATHANIEL CENTENO

Senior General Manager, Bay Street Emeryville  
510-856-2888  
Nathaniel.Centeno@madisonmarquette.com



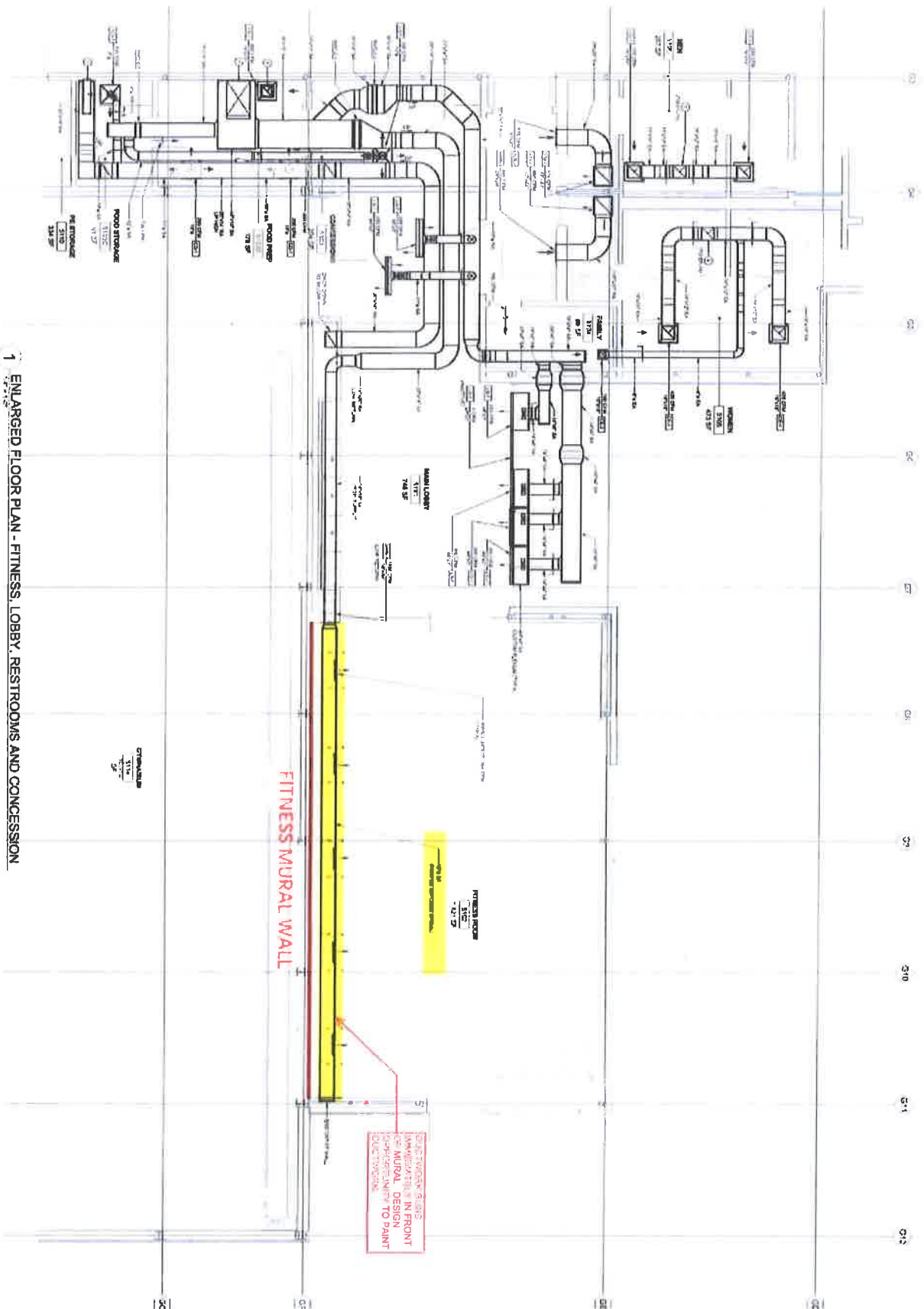
"Absolutely amazing artists. I can't possibly tell you how happy I am about both of our murals. I must say that the outcome was incredible. We get a lot of phenomenal feedback from clients about how they love it and I truly believe that it has affected the energy in the studio. We are very pleased and would highly recommend them."

Jennifer Aguirre  
*Owner / President*  
*Aguirre Fitness*

# ATTACHMENTS







1 ENLARGED FLOOR PLAN - FITNESS, LOBBY, RESTROOMS AND CONCESSION

- SHEET NOTES:**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA MECHANICAL CODE (CMC).
  2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTRICAL CODE (CEC) AND THE CALIFORNIA PLUMBING CODE (CPC).
  3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA FIRE CODE (CFC) AND THE CALIFORNIA SAFETY CODE (CSC).
  4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ENVIRONMENTAL CODE (CEC) AND THE CALIFORNIA WASTE CODE (CWC).
  5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA LAND USE CODE (CLUC) AND THE CALIFORNIA ZONING CODE (CZC).
  6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA HISTORIC PRESERVATION CODE (CHPC) AND THE CALIFORNIA MONUMENTS CODE (CMC).
  7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ANTI-CORRUPTION CODE (CAC) AND THE CALIFORNIA CAMPAIGN FINANCE CODE (CCFC).
  8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA LABOR CODE (CLC) AND THE CALIFORNIA EMPLOYMENT CODE (CEC).
  9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA CONSUMER PROTECTION CODE (CCPC) AND THE CALIFORNIA UNFAIR PRACTICES CODE (CUPC).
  10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA CIVIL CODE (CCC) AND THE CALIFORNIA PROBATE CODE (CPC).
  11. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA EVIDENCE CODE (CEC) AND THE CALIFORNIA JUDICIAL BRANCH CODE (CJBC).
  12. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA GOVERNMENT CODE (CGC) AND THE CALIFORNIA PUBLIC EMPLOYMENT CODE (CPEC).
  13. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA EDUCATION CODE (CEC) AND THE CALIFORNIA PROFESSIONAL EDUCATION CODE (CPEC).
  14. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE (CBPC) AND THE CALIFORNIA PROFESSIONAL BUSINESS CODE (CPBC).
  15. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA AGRICULTURE CODE (CAC) AND THE CALIFORNIA FORESTRY CODE (CFC).
  16. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA NATURAL RESOURCES CODE (CNRC) AND THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).
  17. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA PUBLIC RESOURCES CODE (CPRC) AND THE CALIFORNIA PUBLIC UTILITIES CODE (CUTC).
  18. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA WATER CODE (CWC) AND THE CALIFORNIA WASTE MANAGEMENT CODE (CWMC).
  19. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA AIR QUALITY CODE (CAQC) AND THE CALIFORNIA CLIMATE CHANGE CODE (CCC).
  20. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ENERGY CODE (CEC) AND THE CALIFORNIA RENEWABLE ENERGY CODE (CREC).
  21. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA TRANSPORTATION CODE (CTC) AND THE CALIFORNIA HIGHWAY CODE (CHC).
  22. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA AVIATION CODE (CAC) AND THE CALIFORNIA MARITIME CODE (CMC).
  23. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA SPACE CODE (CSC) AND THE CALIFORNIA AEROSPACE CODE (CAC).
  24. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA INFRASTRUCTURE CODE (CIC) AND THE CALIFORNIA TRANSPORTATION INFRASTRUCTURE CODE (CTIC).
  25. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA TELECOMMUNICATIONS CODE (CTC) AND THE CALIFORNIA INFORMATION TECHNOLOGY CODE (CITC).
  26. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MEDIA CODE (CMC) AND THE CALIFORNIA JOURNALISM CODE (CJC).
  27. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ARTS AND CULTURE CODE (CAC) AND THE CALIFORNIA HERITAGE CODE (CHC).
  28. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA RECREATION CODE (CRC) AND THE CALIFORNIA LEISURE CODE (CLC).
  29. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA SPORTS CODE (CSC) AND THE CALIFORNIA OLYMPIC CODE (COC).
  30. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA GAMING CODE (CGC) AND THE CALIFORNIA LOTTERY CODE (CLC).
  31. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA CASINO CODE (CCC) AND THE CALIFORNIA GAMING MACHINE CODE (CGMC).
  32. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA HORSE RACING CODE (CHRC) AND THE CALIFORNIA JOCKEY CODE (CJC).
  33. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BLOODHOUND CODE (CBC) AND THE CALIFORNIA DOG SHOW CODE (CDS).
  34. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA HORSE SHOW CODE (CHSC) AND THE CALIFORNIA HORSE RACING CODE (CHRC).
  35. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA HORSE RACING CODE (CHRC) AND THE CALIFORNIA HORSE RACING CODE (CHRC).

**GENERAL NOTES:**

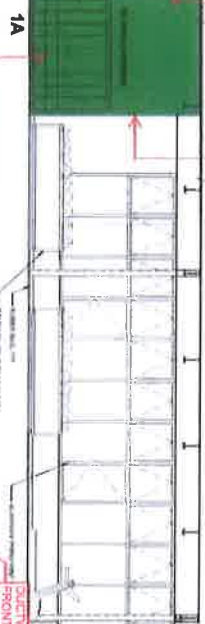
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA MECHANICAL CODE (CMC).







PAINT WALL SURFACES GREEN BY GENERAL CONTRACTOR



1A

COORDINATE WITH GENERAL CONTRACTOR TO REMOVE THE EQUIPMENT LEVEL SO IT CAN BE RE-USED

SELECTOR RINGS IMMEDIATELY IN FRONT OF MURAL DESIGN OPPORTUNITY TO PAINT DUCTWORK

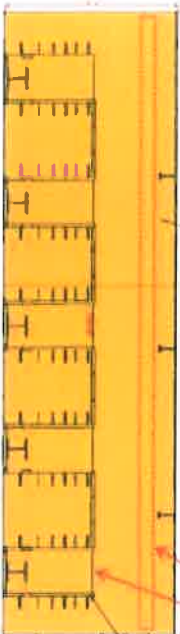
COORDINATE WITH GENERAL CONTRACTOR TO REMOVE THE EQUIPMENT LEVEL SO IT CAN BE RE-USED

FITNESS MURAL WALL



1B

FITNESS MURAL WALL



1C

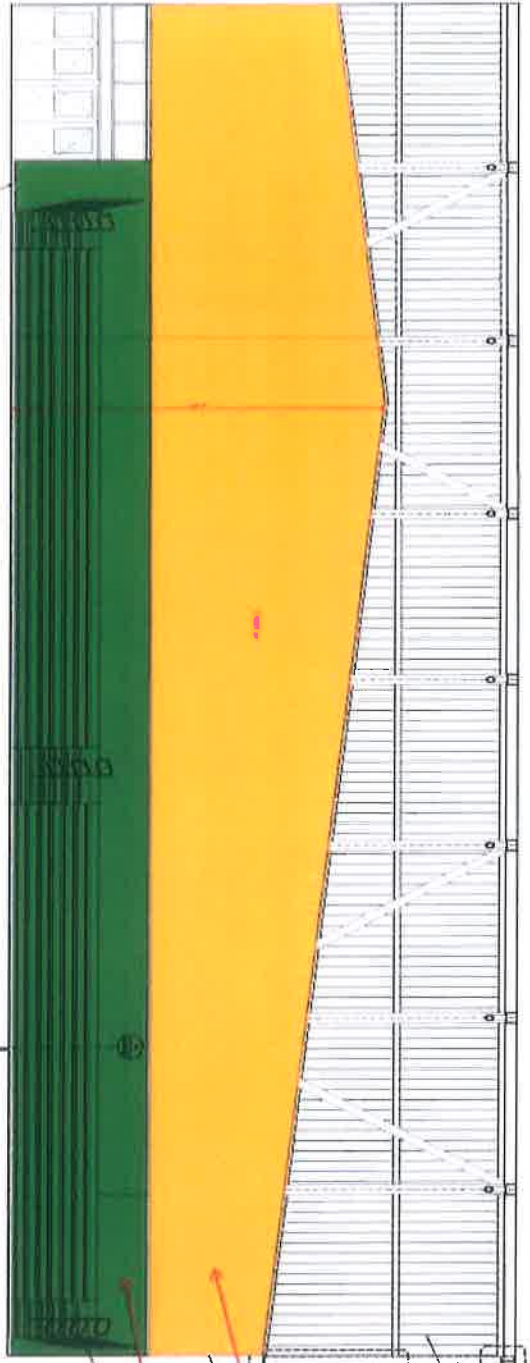
5102 - FITNESS CENTER

1D



PAINT WALL DARK GREEN BY GENERAL CONTRACTOR

2A



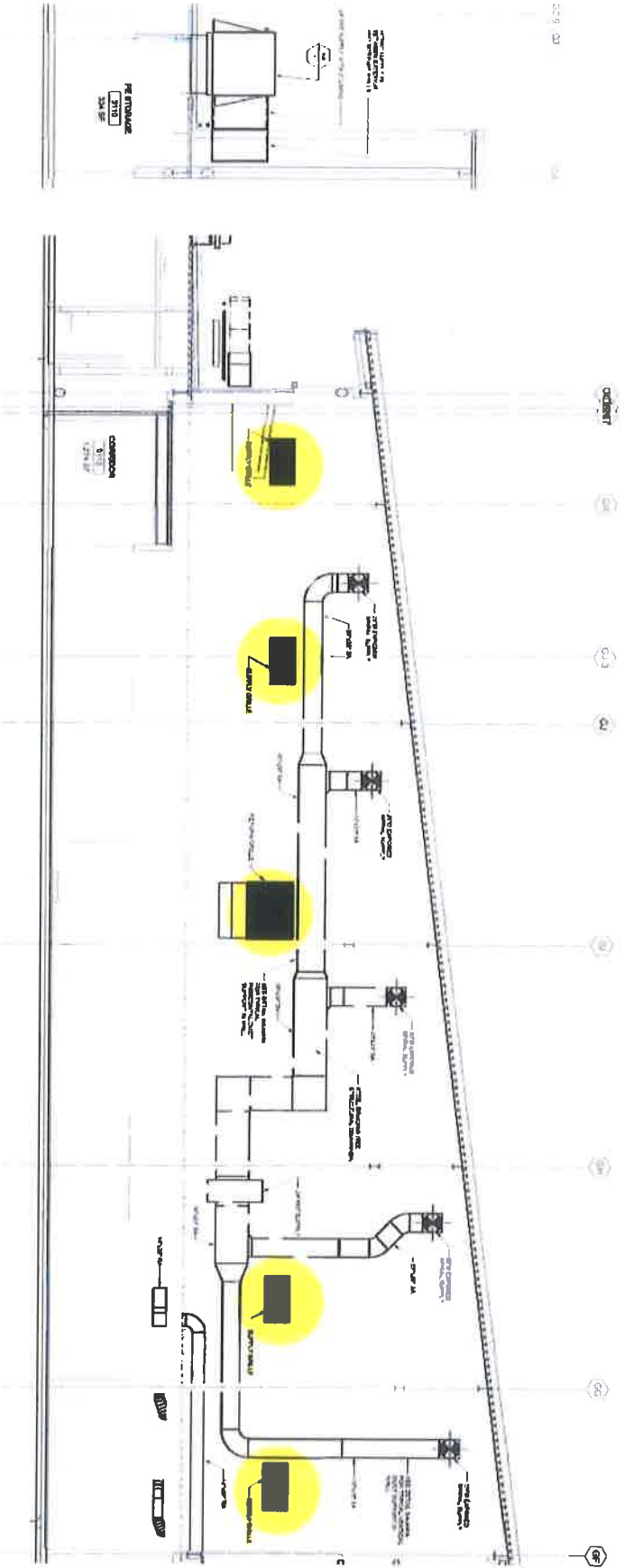
PAINT WALL DARK GREEN BY GENERAL CONTRACTOR

COORDINATE WITH GENERAL CONTRACTOR TO REMOVE THE EQUIPMENT LEVEL SO IT CAN BE RE-USED

5114 - GYMNASIUM



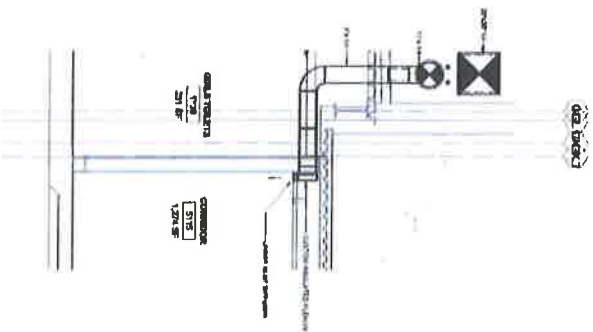
2025.03



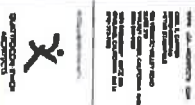
2 Section 2

1 Section 1

DOOR



3 Section 3



FREMONT HS MODERNIZATION & NEW CONSTRUCTION - INC IN  
 1000 HILL BLVD  
 OAKLAND, CA 94612



SECTION  
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 3

4-M3.01

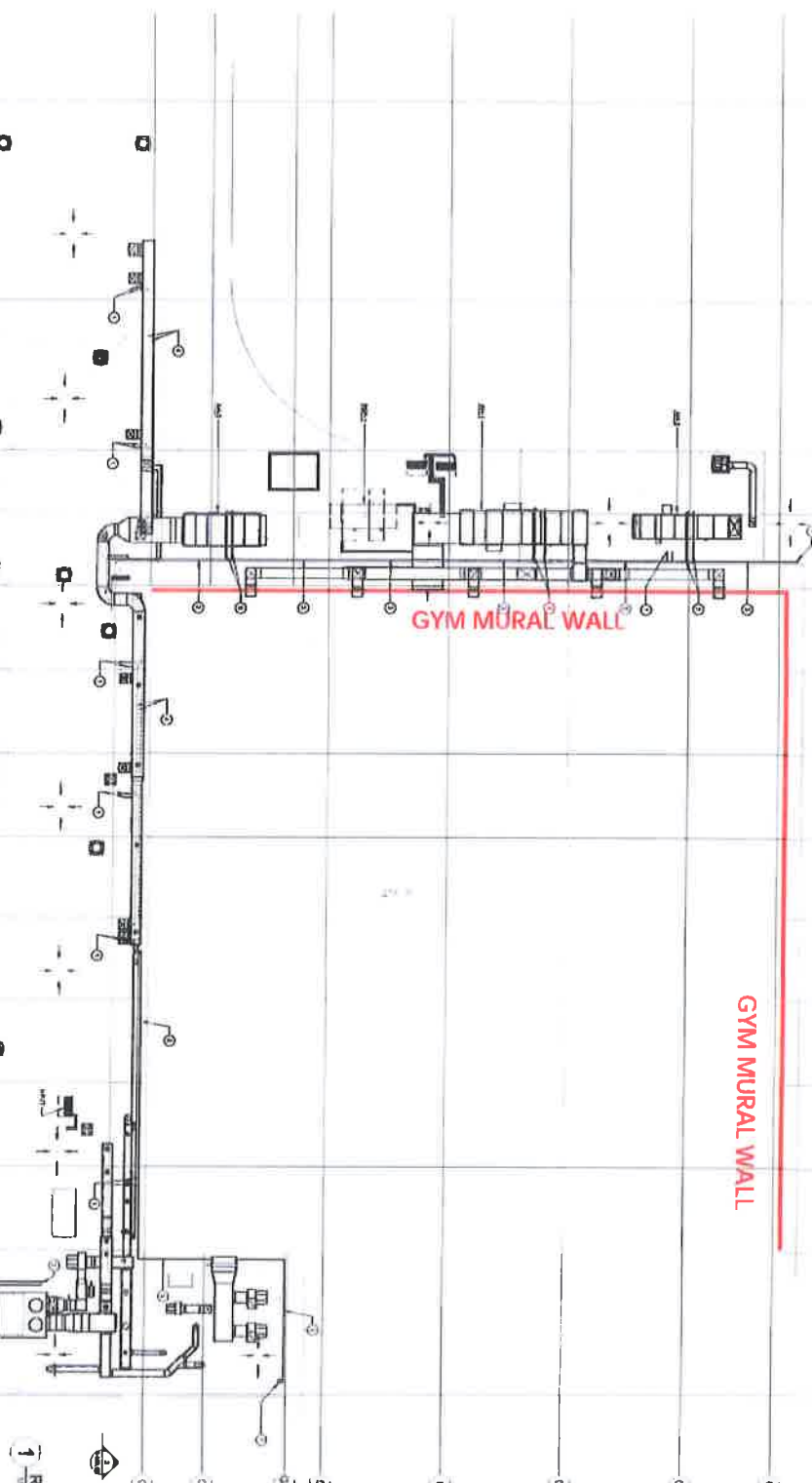
01 02 03 04 05 06 07 08 09 10 11 12 13

GENERAL NOTES:

1. SEE SHEET 4-M1.05 FOR THE REMAINING EXISTING AND NEW ROOF.

SHEET NOTES:

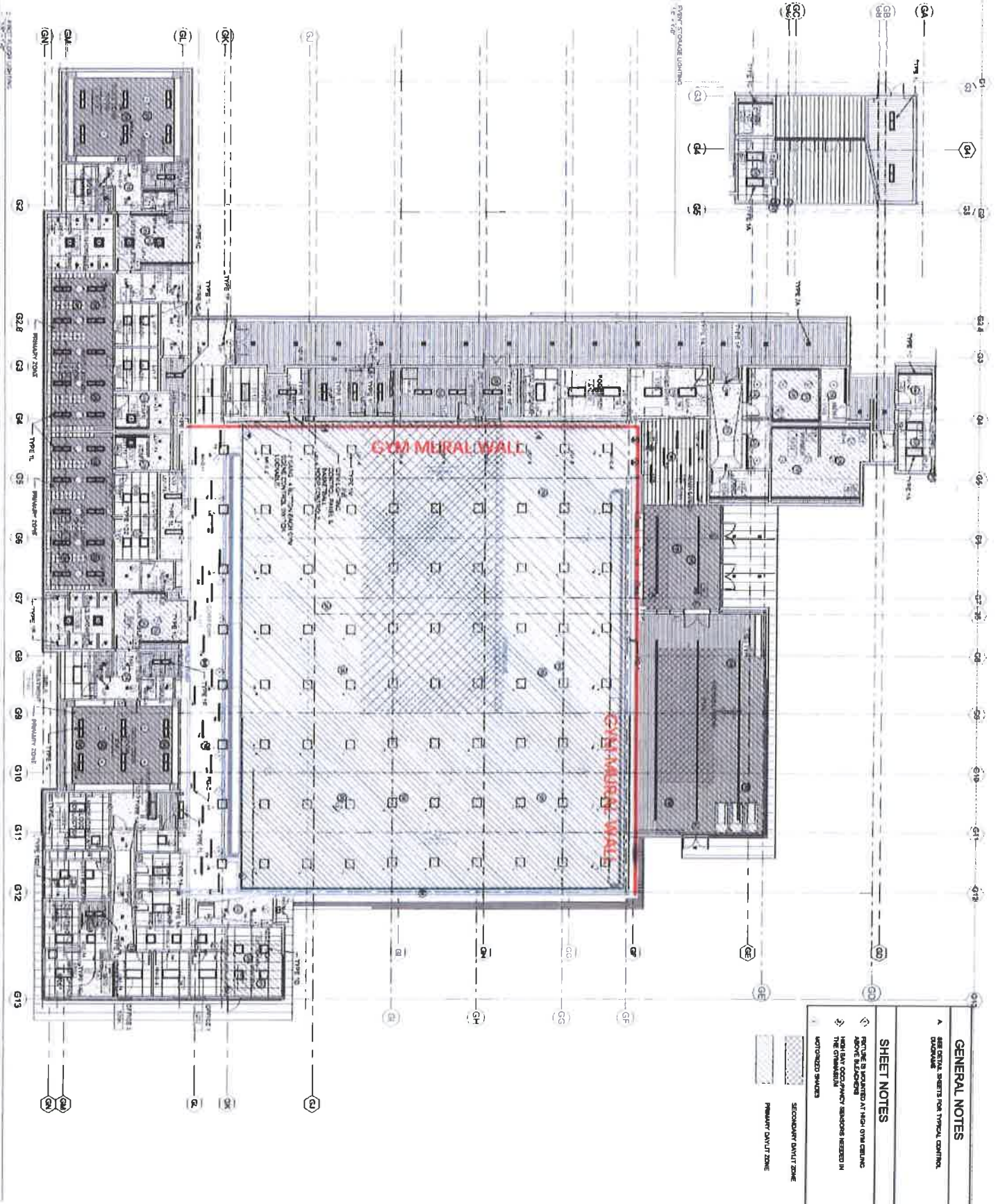
- 1. ROOF PLAN - PIPING AND DRAINAGE SYSTEMS SHALL BE AS SHOWN.
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1 ROOF PLAN - PIPING







# GENERAL NOTES

- SEE DETAIL SHEETS FOR TYPICAL CONSTRUCTION DETAILS

## SHEET NOTES

- PICTURE IS MOUNTED AT HIGH GYM CEILING ABOVE BLEACHERS
- HIGH BAY OCCUPANCY SENSORS NEEDED IN THE GYMNASIUM
- WIRELESS SWITCHES

SECONDARY ZONE  
PRIMARY ZONE



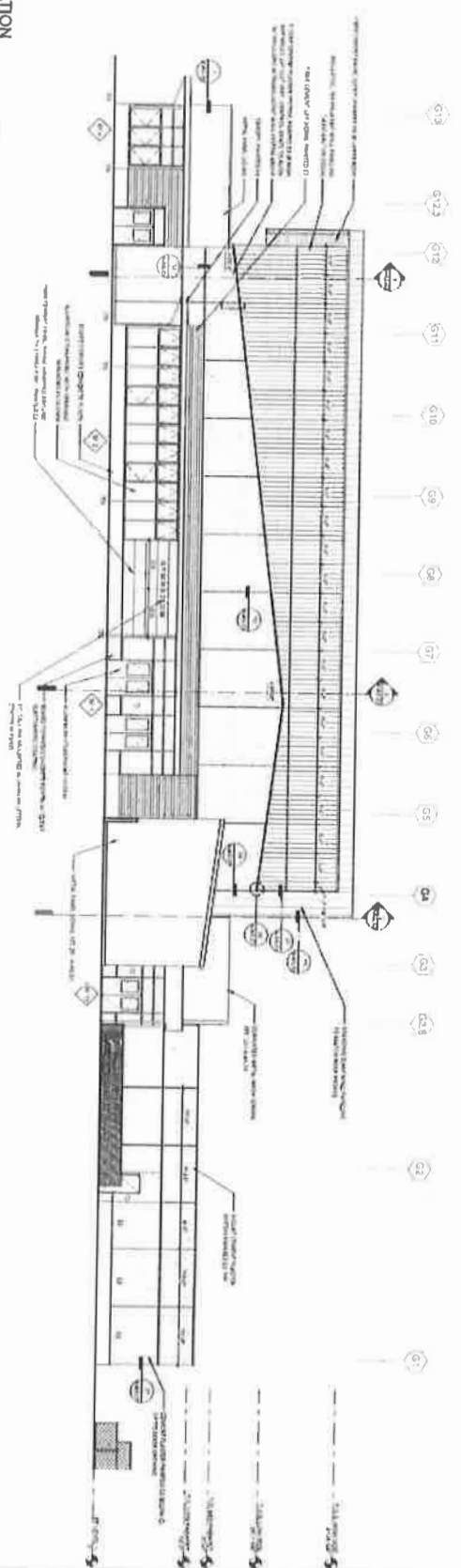
DATE: 04.10.2019  
BY: LCA  
CHECKED: LCA  
APPROVED: LCA  
PROJECT: FREMONT HIGH SCHOOL MODERNIZATION & NEW CONSTRUCTION-INCREMENT#4

FREMONT HIGH SCHOOL MODERNIZATION & NEW CONSTRUCTION-INCREMENT#4

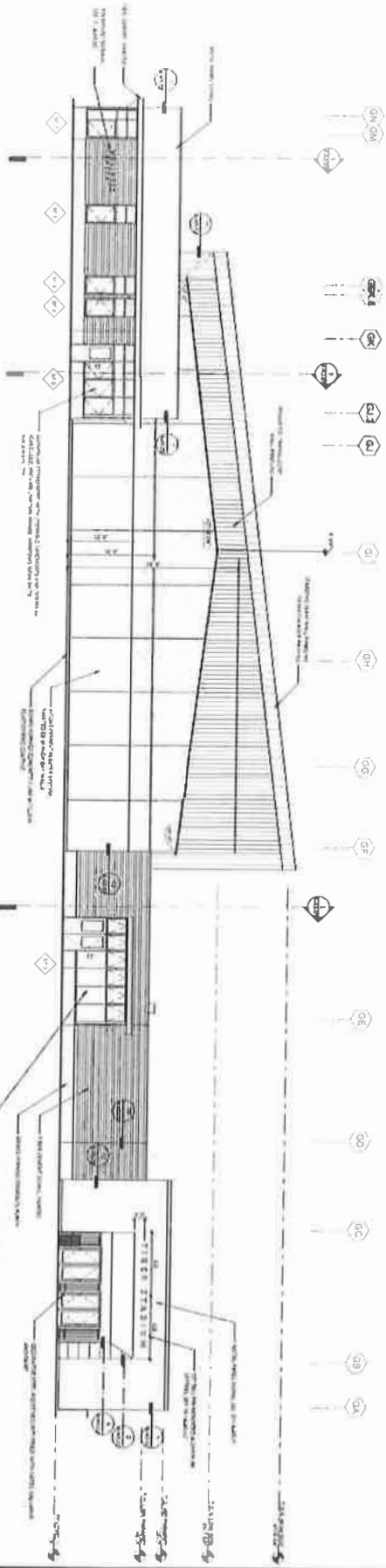


4-E3.01  
FIRST FLOOR LIGHTING

# 1 NORTH ELEVATION



# 2 EAST ELEVATION



FREMONT HS MODERNIZATION & NEW  
CONSTRUCTION - INC #4  
441 FORT COCKS BOULEVARD  
OAKLAND, CA 94612



BUILDING ELEVATIONS	
DATE	10/1/2011
BY	J.A.
CHECKED BY	J.A.
PROJECT NO.	44-A2.01
SCALE	1/8" = 1'-0"
NOTES	1. SEE ELEVATION 1 FOR DETAILS.
	2. SEE ELEVATION 2 FOR DETAILS.
	3. SEE ELEVATION 3 FOR DETAILS.
	4. SEE ELEVATION 4 FOR DETAILS.
	5. SEE ELEVATION 5 FOR DETAILS.
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	99. SEE ELEVATION 99 FOR DETAILS.
	100. SEE ELEVATION 100 FOR DETAILS.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/30/2020

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).

<b>PRODUCER</b> Namaste Insurance Services, LLC Atul Agarwal, Agent 1831 Marina Blvd San Leandro CA 94577		<b>CONTACT</b> NAME: Jackie Trombatore PHONE (A/C, No, Ext): 510-357-0077 E-MAIL: jtrombatore@allstate.com ADDRESS: 510-357-0010	
<b>INSURED</b> Rachel Sims, Timothy Han & Steve Ha DBA: ILLuminaries 36954 Papaya St Newark CA 94560		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Braishfield/Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 08065	

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input 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"/>	<input checked="" type="checkbox"/>	3AA380216	01/21/2020	01/21/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
1000 Broadway, Ste 300  
Oakland, CA 94607-4099

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

AUTHORIZED REPRESENTATIVE

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## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

Project Name	Fremont High School New Construction	Site	302
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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
----------------------	---

### Contractor Information

Contractor Name	Illuminaries	Agency's Contact	Tim Hon				
OUSD Vendor ID #	New	Title	Owner				
Street Address	36954 Papaya Street	City	Newark	State	CA	Zip	94560
Telephone	510-331-1080	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	13158						

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	9-10-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	8-31-2021
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$59,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	


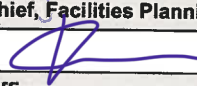
### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9594	Fund 21 Msr J	210-9650-0-9594-8500-6274-302-9180-9905-9999-99999	6274	\$59,000.00

### 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.

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Acting Director, Facilities Planning & Management				
	Signature		Date Approved	8/11/20	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Kelley M. Rem (Lozano Smith)	Date Approved	8/13/20 (as to form)	
3.	Interim Deputy Chief, Facilities Planning & Management				
	Signature		Date Approved	7/14/20	
4.	Chief Financial Officer				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature		Date Approved		