| Board Office Use: Legislative File Info. |              |  |  |  |  |  |
|--|--------------|--|--|--|--|--|
| File ID Number                           | 20-2426      |  |  |  |  |  |
| Introduction Date                        | 1-13-2021    |  |  |  |  |  |
| Enactment Number                         | 20-0067      |  |  |  |  |  |
| Enactment Date                           | 1/13/2021 er |  |  |  |  |  |



| Memo  |   |
|---|---|
| То  | Board of Education  |
| From  | Kyla Johnson-Trammell, Superintendent<br>Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management   |
| Board Meeting Date                            | January 13, 2021  |
| Subject                                       | Amendment No. 1, Award of General Services Agreement – One Workplace – Glenview New Construction Project – Division of Facilities Planning and Management   |
| Action Requested                              | Approval by the Board of Education of Amendment No.1, Award of General<br>Services Agreement between the District and One Workplace, San Leandro, CA, for<br>the latter to provide delivery and purchase of new furniture for the Glenview New<br>Construction Project, in an additional amount of \$9,417.05.00 increasing Agreement<br>not to exceed amount from \$607,405.23 to \$616,822.28, extending time of<br>Agreement by 120 additional calendar days, revising term from March 12, 2020<br>through December 31, 2020 to April 30, 2021, authorizing the President and<br>Secretary of the Board to sign the Amendment for same with said Consultant. All<br>other terms and conditions of the Agreement remain in full force and effect. |
| Discussion                                    | This Amendment is for vendor to provide delivery and purchase of new furniture and an additional one hundred twenty (120) calendar days' extension to the term date.  |
| LBP (Local business participation percentage) | 0.00%   |
| Recommendation                                | Approval by the Board of Education of Amendment No.1, Award of General<br>Services Agreement between the District and One Workplace, San Leandro, CA, for<br>the latter to provide delivery and purchase of new furniture for the Glenview New<br>Construction Project, in an additional amount of \$9,417.05.00 increasing Agreement<br>not to exceed amount from \$607,405.23 to \$616,822.28, extending time of<br>Agreement by 120 additional calendar days, revising term from March 12, 2020<br>through December 31, 2020 to April 30, 2021, authorizing the President and<br>Secretary of the Board to sign the Amendment for same with said Consultant. All<br>other terms and conditions of the Agreement remain in full force and effect. |
| Fiscal Impact                                 | Fund 21, Measure J  |
| Attachments                                   | <ul> <li>Amendment No. 1</li> <li>Scope of work</li> <li>Insurance Certificate</li> </ul>   |



# **AMENDMENT NO. 1**

# **GENERAL SERVICES AGREEMENT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>One Workplace.</u> OUSD entered into an agreement with CONTRACTOR for services on **March 12, 2020** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Glenview Elementary School New Construction Project** as follows and in the attached Exhibit A:

| 1. | Services: The scope of work is <u>unchanged</u> . X The scope of work has <u>changed</u> .  |
|----|---|
|    | If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.  |
|    | The CONTRACTOR agrees to provide the following amended services: Delivery and purchase of new furniture, as described in the Quotation #640658 dated October 28, 2020 attached as Exhibit A.  |
| 2. | <b>Terms</b> (duration): The term of the contract is <u>unchanged</u> . <b>X</b> The term of the contract has <u>changed</u> .  |
|    | If term is changed: The contract term is extended by an additional <u>One Hundred Twenty days (120),</u> and the amended expiration date is April 30, 2021. The current end date is December 31, 2020.  |
| 3. | <b>Compensation:</b> The contract price is <u>unchanged</u> . <b>X</b> The contract price has <u>changed</u> .  |
|    | If the compensation is changed: The not to exceed contract price is   |
|    | X Increased by: Nine Thousand Four Hundred Seventeen Dollars & Five Cents (\$9,417.05).   |
|    | Decreased by dollars and no/100 (\$).   |
|    | Prior to this amendment, the not to exceed contract price was <u>Six Hundred Seven Thousand four Hundred Five</u><br><u>Dollars &amp; Twenty-three cents (\$607,405.23)</u> , and after this amendment, the not to exceed contract price will be:<br><u>Six Hundred Sixteen thousand eight hundred twenty-two Dollars &amp; Twenty-eight Cents (\$616,822.28)</u> . |

4. **Remaining Provisions**: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

#### 5. Amendment History:

X There are no previous amendments to this Agreement. 
This contract has previously been amended as follows:

| No. | Date | Date General Description of Reason for Amendment |  |
|-----|------|--|--|
|     |      |  |  |

6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Amendment No. 1 – One Workplace – Glenview New Construction Project - \$9,417.05

99069.002 Rev. 10/30/08

Contract No.

P.O. No.

#### OAKLAND UNIFIED SCHOOL DISTRICT

| marboy  | 1/14/2021 |
|---|-----------|
| Shanthi Gonzales. President<br>Board of Educaion                                | Date      |
| If the here   | 1/14/2021 |
| Kyla Johnson-Trammell, Superintendent<br>Board of Education                     | Date      |
| An  | 12/4/2020 |
| Tadashi Nakadegawa, Interim Deputy Chief,<br>Facilities Planning and Management | Date      |

Approval as the form

12/3/20 Date

Arne Sandberg [name] Lozano Smith

General Counsel, Facilities, Planning and Management

2/2020 Date 12 COUNT FRENTING Signature Contractor Michael Bell Print Namo, Title

#### EXHIBIT "A" Scope of Work for Amendment

**Contractor Name: One Workplace** 

#### Billing Rate: \$9,417.05

1. Detailed Description of Services to be provided: Delivery and purchase of new furniture, as described in the attached Quotation #640658 dated October 28, 2020.

- 2. Specific Outcomes:
- 3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

| 0 Ensure a high quality instructional core      | 0 Prepare students for success in college and careers |
|---|---|
| 0 Develop social, emotional and physical health | X Safe, healthy and supportive schools                |
| X Create equitable opportunities for learning   | x Accountable for quality                             |
| 0 High quality and effective instruction        | 0 Full service community district                     |

18 M

Headquarters 2500 De La Cruz Santa Clara, CA 95050 T. 669,800,2500 oneworkplace.com Quotation 640658 Quote Date 10/28/20 Project 212096 Customer OAK010 Terms Net 30 Days Account Representative Michael Bell

**EXHIBIT A** 



#### Quote To

Abby Howell Oakland Unified School Dist 1000 Broadway Fl 4 Oakland CA 94607-4099

one workplace

#### Ship To

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

| Description<br>1 TSAPF4236 - Panel-Tackable, 42H x 36W<br>BASIC: 4752 STEEL METALLIC<br>SURF-1: 5F07 BLUE<br>SURF-2: 5F07 BLUE<br>TOP CAP: *OPT:TOP CAP OPTIONS 36"<br>LOW: STD:LOW TOP CAP<br>FAB DIR: *OPT:FABRIC DIRECTION<br>SURF-1: SURF-1 DIRECTION<br>HORZ: STD:HORIZONTAL APPLICATION                               | Quantity<br>1T | Unit Price<br>208.74 | Extended Price |
|---|----------------|----------------------|----------------|
| BASIC: 4752 STEEL METALLIC<br>SURF-1: 5F07 BLUE<br>SURF-2: 5F07 BLUE<br>TOP CAP: *OPT:TOP CAP OPTIONS 36"<br>LOW: STD:LOW TOP CAP<br>FAB DIR: *OPT:FABRIC DIRECTION<br>SURF-1: SURF-1 DIRECTION<br>HORZ: STD:HORIZONTAL APPLICATION   | 1T             |                      |                |
| SURF-2: SURF-2 DIRECTION<br>HORZ: STD:HORIZONTAL APPLICATION<br>POWER: *OPT:POWER AT BASE OPTIONS<br>FACT INS: STD:FACTORY INSTALLED OPTIONS<br>POWER: POWERWAY OPTIONS<br>NO POWER: STD:NO PWRWAY AT BASE OF PNL<br>STEELCASE  |                |                      |                |
| <ul> <li>SMFLV11847 - Flavors; Stack chair, B shell, 14H</li> <li>Shell Finish: Smith System Plastic PRSNBLUE - Persian<br/>Blue</li> <li>Frame Finish: Smith System Chrome CHR - Chrome</li> <li>Glides: Standard Nylon Base Glide</li> <li>SMITH SYS</li> <li>SMFLV11851 - Flavors; Noodle chair, A shell, 18H</li> </ul> | 24T            | 57.57                | 1,381.68       |

| arth y N               | R 172  | Headquarters  | Quotation 640658<br>Page 2 / 2 (cont'd) | 3   |
|------------------------|--|---|---|---|
| ×                      | one<br>workplace   | 2500 De La Cruz<br>Santa Clara, CA 95050<br>T. 669 800,2500<br>oneworkplace.com |   |   |
| Descri                 | ption  | Quantity  | Unit Price                              | Extended Price  |
| 3                      | Shell Finish: Smith System Plastic PRSNBLUE - Persian<br>Blue<br>Frame Finish: Smith System Chrome CHR - Chrome<br>Glides: Standard Nylon Base Glide<br>SMITH SYS                                  |   |   |   |
| 4                      | SMCSC810024000 - Cascade Mid-Tower-Open, 24-3" SW totes<br>casters<br>Edge Panel Configuration: P- Pltnm Body w/Solid End<br>Pnls<br>End Panel Finish: Smith System Paint YL - YELLOW<br>SMITH SYS | s, 51   | Г 911.43                                | 4,557.15  |
| 5                      | FREIGHT - Freight<br>SMITH SYS   | 11  | Г 934.48                                | 934.48  |
| 6                      | <b>LABOR</b> - Labor to deliver and instll (26) chairs, (5) mobile storage<br>and add (1) Answer Panel to existing workstation.  | ge 11   | Г 1,153.33                              | 1,153.33  |
|                        | Labor to be completed during regular business hours.<br>OWPINSTDPT   | v., 6   | 8.9 <sup>45</sup> - 1                   | 2690  |
| Sub To<br>WARH<br>ALAM | HOUSE Warehouse Receiving<br>EDA, COUNTY OF<br>FORNIA, STATE OF  |   |   | 8,462.24<br>157.50<br>280.13<br>517.18<br><b>9,417.05</b> |

Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.

End of Quotation

CLIENT SIGNATURE

TITLE

DATE\_\_\_\_\_



# **DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM**

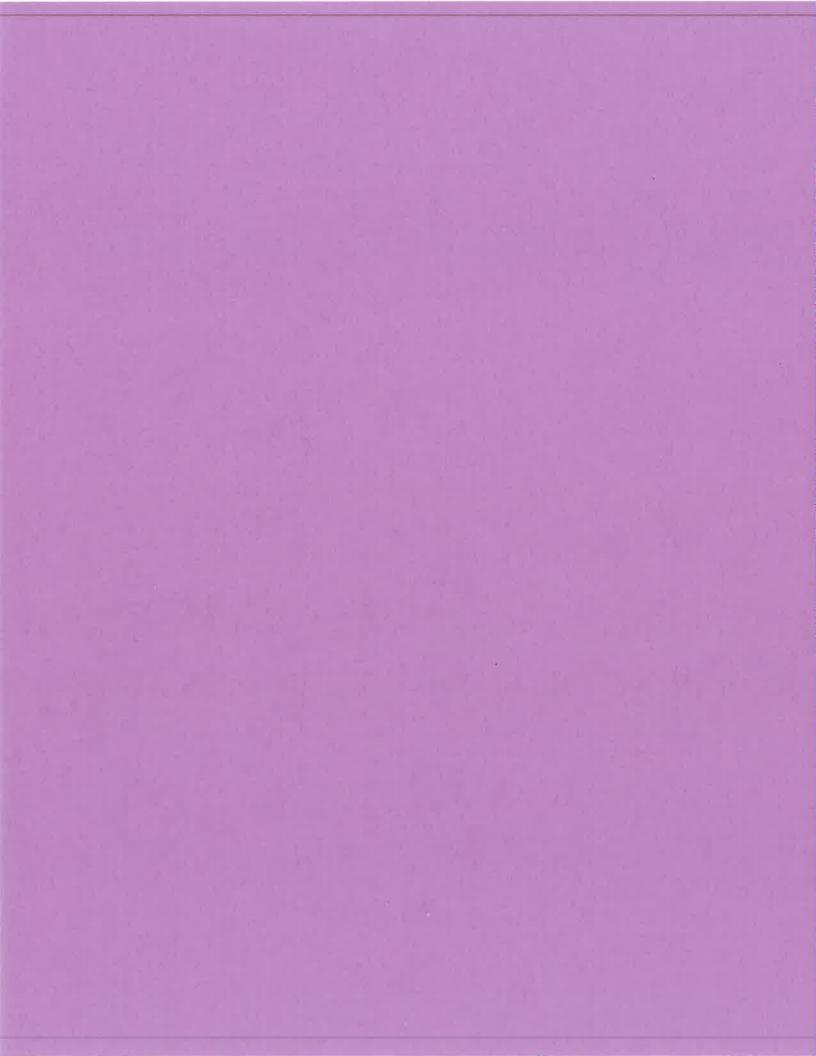
| Project Information                                     |   |  |  |  |  |  |  |
|---|---|--|--|--|--|--|--|
| Project<br>NameGlenview New Construction ProjectSite119 |   |  |  |  |  |  |  |
| Basic Directions  |   |  |  |  |  |  |  |
| Services ca   | Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board. |  |  |  |  |  |  |
| Attachment<br>Checklist                                 |   |  |  |  |  |  |  |
|   |   |  |  |  |  |  |  |

| Contractor Information |   |                  |              |           |         |         |          |       |
|------------------------|---|------------------|--------------|-----------|---------|---------|----------|-------|
| Contractor Name        | One Workplace   | Agency's Contact |              | Michael B | ell     |         |          |       |
| OUSD Vendor ID #       | 003183  | Title            |              |           |         |         |          |       |
| Street Address         | 7220 Edgewater Drive  | City             | Oak          | land      | State   | CA      | Zip      | 94621 |
| Telephone              | 510-729-7800  | Policy Expires   | ;            |           |         |         |          |       |
| Contractor History     | ontractor History Previously been an OUSD contractor? X Yes D No Worl |                  | 'orked as ar | n OUSD e  | employe | ee? 🗌 ` | Yes X No |       |
| OUSD Project #         | 13134   |                  |              |           |         |         |          |       |

| Term of Original/Amended Contract   |   |  |  |  |  |  |
|---|---|--|--|--|--|--|
| Date Work Will Begin (i.e.,<br>effective date of contract)Date Work Will End By (not more than 5 years from start<br>date; for construction contracts, enter planned completion date) |   |  |  |  |  |  |
|   | New Date of Contract End (If Any) 4-30-2021 |  |  |  |  |  |

|  |                          | Compensation/I       | Revised Compensation  |                      |              |  |
|--|--------------------------|----------------------|---|----------------------|--------------|--|
| If New Contract, Total     If New Contract, Total Contract       Contract Price (Lump Sum)     Price (Not To Exceed) |                          |                      |   |                      |              |  |
| Pay Rate F   | Per Hour (If Hourly)     | \$                   | If Amendment, Change in Price                                       | \$ 9,417.05          |              |  |
| Other Expe   | enses                    |                      | Requisition Number  |                      |              |  |
| lf you ar  | e planning to multi-fund |                      | Information<br>ase contact the State and Federal Office <u>befo</u> | <u>re</u> completing | requisition. |  |
| Resource # Funding Source Org Key  |                          |                      |   | Object<br>Code       | Amount       |  |
| 9650/9570  | Fund 21 Measure J        | 210-9650-0-9570-8500 | -4432-119-9180-9905-9999-99999                                      | 4432                 | \$9,417.05   |  |

|              | Approval and Routing (in or   | der of appi | roval steps)  |           |              |  |  |  |  |
|--------------|---|-------------|---------------|-----------|--------------|--|--|--|--|
| Serv<br>knov | 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.           | Acting Director, Facilities Planning and Management   |             | •             |           |              |  |  |  |  |
|              | Signature for Kenya Chatman   |             | Date Approved | 12/4/2020 |              |  |  |  |  |
| 2.           | General Counsel, Department of Facilities Planning and Management   |             |               |           |              |  |  |  |  |
| Ζ.           | Signature Lozano Smith, As to form only   |             | Date Approved | 12/3/20   |              |  |  |  |  |
|              | Interim Deputy Chief, Facilities Planning and Management  |             |               |           |              |  |  |  |  |
| 3.           | Signature   |             | Date Approved | 12/4/2020 |              |  |  |  |  |
|              | Chief Financial Officer   |             |               |           |              |  |  |  |  |
| 4.           | Signature   |             | Date Approved |           |              |  |  |  |  |
|              | President, Board of Education   |             |               |           |              |  |  |  |  |
| 5.           | Signature   |             | Date Approved |           |              |  |  |  |  |



| Board Office Use: Les | gislative File Info. |   |
|-----------------------|----------------------|---|
| File ID Number        | 20-0008              | 1 |
| Introduction Date     | 3-11-2020            |   |
| Enactment Number      | 20-0403              |   |
| Enactment Date        | 3/11/2020 lf         |   |



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| Memo   |  |
|--|--|
| То   | Board of Education   |
| From   | Kyla Johnson-Trammell, Superintendent<br>Tadashi Nakadegawa, Acting Deputy Chief of Facilities Planning and<br>Management  |
| <b>Board Meeting Date</b>                        | March 11, 2020   |
| Subject  | Award of Contract for Furniture for the Glenview New Construction Project<br>to One Workplace - Division of Facilities Planning and Management   |
| Action Requested                                 | Approval by the Board of Education of Award of Contract to One<br>Workplace, San Leandro, CA, for the latter to provide furniture and<br>installation of furniture for the new Glenview Elementary School. Price<br>includes delivery and installation of the new furniture. Furniture selected<br>based on meetings with site staff and designers, to furnish spaces that<br>include classrooms, administrative spaces, storage rooms, library, and the<br>multipurpose room, for the Glenview New Construction Project, in the<br>amount of \$607,405.23, as the selected vendor, and authorizing the<br>President and Secretary of the Board to sign the Agreement for same with<br>said vendor with work scheduled to commence March 12, 2020, and<br>scheduled to last until December 31, 2020 pursuant to the contract.        |
| Discussion                                       | Vendor to provide furniture for the New Glenview Elementary School.<br>Price includes delivery and installation of the new furniture in time for<br>opening of the new facility.   |
| LBP (Local Business<br>Participation Percentage) | 00.0%  |
| Recommendation                                   | Approval by the Board of Education of Award of Contract to One<br>Workplace, San Leandro, CA, for the latter to provide furniture for and<br>installation of furniture for the new Glenview Elementary School. Price<br>includes delivery and installation of the new furniture. Furniture selected<br>based on meetings with site staff and designers, to furnish spaces that<br>include classrooms, administrative spaces, storage rooms, library, and the<br>multipurpose room, for the Glenview New Construction Project, in the<br>amount of \$607,405.23, as the selected vendor, and authorizing the<br>President and Secretary of the Board to sign the Agreement for same with<br>said vendor with work scheduled to commence on March 12, 2020, and<br>scheduled to last until December 31, 2020 pursuant to the contract. |
| Fiscal Impact                                    | Fund 21 Measure J  |
| Attachments                                      | <ul> <li>Agreement &amp; Contractor Proposal</li> <li>Insurance Certificate</li> </ul>   |



### 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: <u>Tadashi Nakadegawa</u>                                       |   |
| Is Vendor a local Oakland Business or has it met the requi                   | rements of the  |
| Local Business Policy?   | )   |
| How was this contractor or vendor selected?                                  |   |
| RFP for furniture. This vendor was selected based on th proposals submitted. | e lowest cost and best value selection process from the |

# 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:

- $\Box$  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*
- $\Box$  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:

- $\Box$  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:

- $\square$  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 warrantics 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. X 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.  $\Box$  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.kl2.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.

\* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

Furniture Agreement - One Workplace - Glrenview New Construction Project - \$607,405.23

~6 -

### DISTRICT:

## CONTRACTOR:

| L DISTRICT<br>3/12/2020 |
|-------------------------|
| Date                    |
| 3/12/2020               |
| Date<br>on              |
| Date<br>lanning &       |
|                         |

Approved As to Formy of Agreement Only: OUSD Facilities Legal Counsel Date

# EXHIBIT A

# PROPOSAL FROM ONE WORKPLACE



Headquarters 2500 De La Cruz Sante 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<br>pamilam.henderson@ousd.org  | Phone +1 (925) 335<br>pamilam.her                    | -6403<br>nderson@ousd.org   |  |
|---------------------------------|--|--|---|--|
| GLE                             | VIEW ES SUMMER 2020 INSTALLATION   | and the subscription of the second                   | AND AREA  |  |
| Bluel<br>Bmith<br>Fleet<br>Glob | racts:<br>Dot/Steelcase - E&I CDA 07Z00800<br>h System - E&I<br>wood- NCPA# 07-27<br>al Furniture - Fairfax County #4400006273<br>- NCPA 07-38   |  |   |  |
| (1 - S<br>Due 1                 | ht - NIPA 2015000063<br>courcewell<br>to possible manufacturing product and freight increase, there m  | ay be an additional 5% pric                          | e increase. This tot  | al will not be   |
| S.C.M.M.                        |  |  |   |  |
|                                 | eded.  |  |   |  |
| Bales                           | taxes shown are at current rates, but subject to change withou   | Internet Antiparty and a second second second second | strate to be a second second second second                                  | A DESCRIPTION OF THE OWNER OWNER OF THE OWNER OWNER OF THE OWNER |
| ales                            |  | n notice to those rates appl<br>Quantity             | cable at the time of<br>Unit Price  | Involcing.<br>Extended Price   |
| Bales<br>Desc                   | taxes shown are at current rates, but subject to change withou   | Internet Antiparty and a second second second second | strate to be a second second second second                                  | A DESCRIPTION OF THE OWNER OWNER OF THE OWNER OWNER OF THE OWNER |
| ales<br>Desc                    | taxes shown are at current rates, but subject to change withou<br>ription  | Internet Antiparty and a second second second second | Unit Price  | Extended Price   |
| Balles<br>Desc                  | taxes shown are at current rates, but subject to change withou<br>ription<br>18T GRADE (1ST GRADE)   | Internet Antiparty and a second second second second | Unit Price<br>42,124.74   | Extended Price   |
| Desc<br>0<br>9                  | taxes shown are at current rates, but subject to change withou<br>ription<br>18T GRADE (1ST GRADE)<br>2ND GRADE (2ND GRADE)  | Internet Antiparty and a second second second second | Unit Price<br>42,124.74<br>41,468.91  | Extended Price<br>42,124.74<br>41,468.91   |
| oesc<br>0<br>9<br>54            | taxes shown are at current rates, but subject to change withou<br>ription<br>18T GRADE (1ST GRADE)<br>2ND GRADE (2ND GRADE)<br>3RD GRADE (3RD GRADE)   | Internet Antiparty and a second second second second | Unit Price<br>42,124.74<br>41,468.91<br>43,133.31                           | Extended Price<br>42,124.74<br>41,468.91<br>43,133.31<br>83,706.85   |
| 8ales<br>Desc<br>50<br>54       | taxes shown are at current rates, but subject to change withou<br>ription<br>18T GRADE (1ST GRADE)<br>2ND GRADE (2ND GRADE)<br>3RD GRADE (3RD GRADE)<br>4TH & 5TH GR. (4TH & 5TH GR.)                                | Internet Antiparty and a second second second second | Unit Price<br>42,124.74<br>41,468.91<br>43,133.31<br>83,706.85              | Extended Price<br>42,124.74<br>41,468.91<br>43,133.31  |
| Bales                           | taxes shown are at current rates, but subject to change withou<br>ription<br>18T GRADE (1ST GRADE)<br>2ND GRADE (2ND GRADE)<br>3RD GRADE (3RD GRADE)<br>4TH & 5TH GR. (4TH & 5TH GR.)<br>KINDERGARTEN (KINDERGARTEN) | Internet Antiparty and a second second second second | Unit Price<br>42,124.74<br>41,468.91<br>43,133.31<br>83,706.85<br>37,515.39 | Extended Price<br>42,124.74<br>41,468.91<br>43,133.31<br>83,706.85<br>37,515.39  |

CLIENT SIGNATURE

PRINT NAME

DATE



Headquarters 2500 De La Cruz Santa Clara, CA 95050 T. 669,800 2500 oneworkpiace.com Quotation 600357 Page 2 / 2 (cont'd)

1,597.30

8,783.78

252.70

222.97

162.16

976.43

0.00

17,398.31

32,119.79

607,405.23

| 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<br>SMITH SYS | 304      | 43.32      | 13,169.28                         |  |
| or one spacement | ation Totals                                   |          |            | E04 472 EE                        |  |
| Co. 2007 Jun 100 | otal<br>H SYS Freight<br>SHIP Freight          |          |            | 524,473.55<br>20,810.81<br>607.43 |  |

End of Quotation

CUENT SIGNATURE

PRINT NAME

NORVANIVEL Freight

FLEETWOODG Freight

MIENCOMPAN Freight

ALAMEDA, COUNTY OF

CALIFORNIA, STATE OF

Labor/Storage Non-Taxable

**MOORECO Freight** 

NATIONAL Freight

SAFCO Freight

**Grand Total** 

TITLE

DATE

| Qty Ordered | Vendor No | Catalog No        | Product Description   | Unit Sell   |           | Extended Sell |            | Subsection Description | Category |  |
|-------------|-----------|-------------------|---|-------------|-----------|---------------|------------|------------------------|----------|--|
|             |           |                   | Grand Total Product Pricing   | Grand Total |           | 5             | 448,590.55 |                        | D        |  |
|             |           |                   | Contingery for manufacturer price Increases In 2020 (5%)  |             |           | \$            | 22,562.00  |                        |          |  |
| 215         | ONE23     | DESIGN            | DESIGN  | 5           | 95.00     | 5             | 20,425.00  |                        |          |  |
| 86          | ONE24     | PROJECT MANAGEMEN | Project Management  | \$          | 88.31     |               | 7,594 66   |                        |          |  |
| 1           | ONEZZ     | 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   |             |           |               |            |                        |          |  |
|             | 10000     |                   | Sales Tax (9.25%)   | ,           | 33,413.57 | •             | 33,413 57  |                        |          |  |
|             |           |                   | Grand Total   |             |           | 5             | 49,518 10  |                        |          |  |
|             |           |                   |   |             |           | 5             | 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 Tota | \$            | 12,505.13 |                        | 0 |  |
| Kindergarten Classroom 141 Tota | \$            | 12,505.13 |                        | 0 |  |
| Kindergarten Classroom 144 Tota | \$            | 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  |                        |   |  |
| Reading Intervention 213 Total  | \$            | 7,567.55  |                        | 0 |  |
|                                 |               |           |                        |   |  |

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

| Ľ    | CORD CERI   | <b>FIF</b>     |             | E OF LIA                  | ABIL                     | TY IN            | SURA                          | NCE  | DATE(MM/DD/YYY)<br>03/23/2019   |
|------|---|----------------|-------------|---------------------------|--------------------------|------------------|-------------------------------|--|---|
| BR   | HIS CERTIFICATE IS ISSUED AS A<br>ERTIFICATE DOES NOT AFFIRMAT<br>ELOW. THIS CERTIFICATE OF INS<br>EPRESENTATIVE OR PRODUCER, A | URAN<br>ND T   | Y OR NE     | NOT CONSTITU              | D, EXTEN                 | D OR ALTE        | ER THE CO                     | VERAGE AFFORDED E<br>HE ISSUING INSURER  | BY THE POLICIES<br>(S), AUTHORIZED  |
| S    | IPORTANT: If the certificate holder is<br>UBROGATION IS WAIVED, subject to<br>artificate does not confer rights to th           | the            | terms ar    | conditions of th          | e policy,                | certain polic    |                               |  |   |
|      | DUCER   |                |             |                           | CONTAC                   | T                |                               |  |   |
|      | Risk Services Central, Inc.<br>cago IL Office   |                |             |                           | PHONE<br>(A/C. No.       | Extl: (866)      | 283-7122                      | FAX<br>(A/C. No.): (800)   | 363-0105  |
| 00   | East Randolph   |                |             |                           | E-MAIL                   |                  |                               | 1 produced   |   |
| 1    | cago IL 60601 USA   |                |             |                           | ADDILL                   |                  |                               |  |   |
|      |   | _              |             |                           | _                        | 12.              |                               | RDING COVERAGE   | NAIC #  |
|      | RED<br>Workplace L. Ferrari, LLC.   |                |             |                           | INSUREF                  |                  | ch America                    |  | 16535   |
| t    | n: Ron Shore  |                |             |                           | INSURE                   |                  | elers prop                    | erty Cas Co of Ameri   | ca 25674  |
|      | 0 De La Cruz Boulevard<br>ta Clara CA 95050 USA   |                |             |                           | INSURER                  |                  |                               |  |   |
|      |   |                |             |                           | INSURER                  |                  |                               |  |   |
|      |   |                |             |                           | INSURER                  |                  |                               |  |   |
| >>   | ERAGES CER  | TIFIC          | ATE NU      | BER; 570075502            |                          |                  | R                             | EVISION NUMBER:  |   |
| F    | IS IS TO CERTIFY THAT THE POLICIES  | OF I           | VSURANC     | LISTED BELOW H            | AVE BEEN                 | ISSUED TO        | THE INSUR                     | ED NAMED ABOVE FOR T   | HE POLICY PERIOD  |
| N E  | DICATED. NOTWITHSTANDING ANY RE<br>ERTIFICATE MAY BE ISSUED OR MAY I<br>CLUSIONS AND CONDITIONS OF SUCH                         | QUIRI<br>PERT/ | EMENT, T    | RM OR CONDITION           | N OF ANY                 | CONTRACT         | OR OTHER I                    | DOCUMENT WITH RESPE  | CT TO WHICH THIS  |
| RR   | TYPE OF INSURANCE   | ADDO           | SUBR        | POLICY NUMBER             |                          | POLICY EFF       | MM/DD/YYYY)                   |  | and the second se |
| -    | X COMMERCIAL GENERAL LIABILITY  |                | GLO         | 09889010                  |                          | 04/01/2019       | 04/01/2020                    | EACH OCCURRENCE  | \$1,000,00  |
|      | CLAIMS-MADE X OCCUR   |                |             |                           |                          |                  |                               | DAMAGE TO RENTED<br>PREMISES (En occurrence)   | \$500,00  |
|      |   |                |             |                           |                          |                  |                               | MED EXP (Any one person)   | \$10,00   |
| j    |   |                |             |                           |                          |                  |                               | PERSONAL & ADV INJURY  | \$1,000,00  |
|      | GEN'L AGGREGATE LIMIT APPLIES PER:  |                |             |                           |                          |                  |                               | GENERALAGGREGATE   | \$2,000,00  |
| 1000 | X POLICY PRO-<br>JECT LOC   |                |             |                           |                          |                  |                               | PRODUCTS - COMP/OP AGG   | \$2,000,00  |
|      | OTHER:  |                |             |                           |                          |                  |                               |  |   |
|      | AUTOMOBILE LIABILITY  |                | BAP         | 5098889-10                |                          | 04/01/2019       | 04/01/2020                    | COMBINED SINGLE LIMIT<br>(Es accident)   | \$1,000,000   |
|      | X ANYAUTO   |                |             |                           |                          |                  |                               | BODILY INJURY ( Per person)  |   |
|      | X AUTOS ONLY AUTOS  |                |             |                           |                          |                  |                               | BODILY INJURY (Per accident)   |   |
|      | X HERED AUTOS X NON-OWNED   |                |             |                           |                          |                  |                               | PROPERTY DAMAGE  |   |
|      |   |                |             |                           |                          |                  |                               |  |   |
|      | X UMBRELLA LIAB X OCCUR   |                |             | 6N4742219NF               |                          | 04/01/2019       | 04/01/2020                    | EACH OCCURRENCE  | \$10,000,000  |
|      | EXCESS LIAB CLAIMS-MADE   |                | Umb         | ella/Excess Lia           | Dility                   |                  |                               | AGGREGATE  | \$10,000,000  |
|      | DED RETENTION   |                |             |                           |                          |                  |                               |  |   |
| 1    | WORKERS COMPENSATION AND<br>EMPLOYERS' LIABILITY  |                | WCS         | 3888811                   |                          | 04/01/2019       | 04/01/2020                    | X PER OTH  |   |
|      | ANY PROPRIETOR / PARTNER / EXECUTIVE  | NIA            |             |                           |                          |                  |                               | E.L. EACH ACCIDENT   | \$1,000,000   |
|      | (Mandatory in NH)   |                |             |                           |                          |                  |                               | E.L. DISEASE-EA EMPLOYEE   | \$1,000,000   |
| +    | If yes, describe under<br>DESCRIPTION OF OPERATIONS below   |                |             |                           |                          |                  |                               | E.L. DISEASE-POLICY LIMIT  | \$1,000,000   |
|      |   |                |             |                           |                          |                  |                               |  |   |
| I    |   |                |             |                           |                          |                  |                               |  |   |
|      | RIPTION OF OPERATIONS / LOCATIONS / VEHICL  | ES (AC         | ORD 101, Ac | itional Remarks Schedu    | ule, may be at           | tached if more a | space is required             | 1)   |   |
| )    | ENCE OF INSURANCE   |                |             |                           |                          |                  |                               |  |   |
|      |   |                |             |                           |                          |                  |                               |  |   |
|      |   |                |             |                           |                          |                  |                               |  |   |
|      |   |                |             |                           |                          |                  |                               |  |   |
|      |   |                |             |                           |                          |                  |                               |  |   |
| 2    | TIFICATE HOLDER   |                |             | CA                        | NCELLA                   | TON              |                               | and be seen to be seen |   |
| 1    |   |                |             |                           |                          |                  |                               |  |   |
|      |   |                |             |                           | EXPIRATION<br>POLICY PRO | DATE THEREO      | BOVE DESCRIE<br>DF, NOTICE WI | LE BE DELIVERED IN ACCOR   | ED BEFORE THE<br>DANCE WITH THE   |
|      |   |                |             | AUTHORIZED REPRESENTATIVE |                          |                  |                               |  |   |
|      | One Workplace L. Ferrari, LL  | с              |             |                           | HORIZED RE               | PRESENTATIVE     |                               |  |   |
|      | Attn: Ron Shore<br>2500 De La Cruz Boulevard  |                |             |                           |                          |                  |                               | <i>C</i> 2   |   |
|      | Attn: Ron Shore   |                |             |                           |                          |                  |                               | ios Contral  | Inc   |

ACORD 25 (2016/03)

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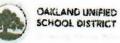
# EVIDENCE OF PROPERTY INSURANCE

DATE (NRI/DO/YYYY)

LUKLI1

|  | EVIDENCE OF  | FRUPERITINGU   | RANCE  |   | 03/26/2019                |
|--|--|--|--|---|---------------------------|
| COVERAGE AFFORDED BY   | THE POLICIES BELOW. THIS   | AS A MATTER OF INFORMATION<br>DOES NOT AFFIRMATIVELY OR<br>EVIDENCE OF INSURANCE DOE<br>RODUCER, AND THE ADDITIONAL                                    | NEGATIVELY A                                       | MEND FYTEND                               | AI TED THE                |
|  | Ne Ext): 1 (650) 842-5200  | CONFANY  |  |   |                           |
| Heffernan insurance Brokers<br>1450B O'Brien Drive<br>Menio Park, CA 94025       | -, HO, EXI):   | Zurich American Irisun   | uice Company                                       | 1   |                           |
|  |  |  |  |   |                           |
| FAX ADD: (650) 842-5201 ADDR   | EAN  | •  |  |   |                           |
| CODE:  | SUB CODE:  |  |  |   |                           |
| AGENCY<br>CUSTOMER ID #: ONEWORK-02<br>INSURED One Workplace L F                 | License # 0564249  |  |  |   |                           |
| 2500 De La Cruz Bo   | ulevard  | LOAN NUMBER  |  | POLICY NUMBER<br>CPP553265205             |                           |
| Santa Ciera, CA 950  | 950  | EFFECTIVE DATE<br>04/01/2019   | EXPRATION DATE<br>04/01/2020                       |   | ED UNTIL<br>ED IF CHECKED |
|  |  | THIS REPLACES PRIOR EVIDE  |  | ( TERMINAT                                | ED IF CHECKED             |
|  |  |  |  |   |                           |
| PROPERTY INFORMATION<br>LOCATION/DESCRIPTION<br>500 De La Cruz Avenue, Santa Cli |  |  |  |   |                           |
| EVIDENCE OF PROPERTY INS   | UREMENT, TERM OR CONDITIO<br>SURANCE MAY BE ISSUED OR MA<br>EXCLUSIONS AND CONDITIONS O<br>PERILS INSURED BA<br>COVERAGE / PERILS / FORM | SSUED TO THE INSURED NAMED<br>IN OF ANY CONTRACT OR OTH<br>AY PERTAIN, THE INSURANCE AFF<br>F SUCH POLICIES, LIMITS SHOWN<br>ASIC BROAD X SPECIAL<br>S | ER DOCUMENT I<br>ORDED BY THE P<br>I MAY HAVE BEEN | MTH RESPECT TO                            | WHICH THIS                |
| Property of Others<br>Earthquake Sprinkler Leakage, SP<br>Installation Property  |  |  |  | \$5,643,000<br>\$3,150,000<br>\$8,792,112 | 50,000<br>50,000          |
| Temporary Storage Limit  |  |  |  | \$500,000<br>\$500,000                    | . 50,000<br>50,000        |
| REMARKS (Including Special C   | onditions)   |  |  |   |                           |
| pecial Conditions:   |  |  |  | ·   |                           |
| ANCELLATION  |  |  |  |   | ~~~~~                     |
| SHOULD ANY OF THE ABO<br>DELIVERED IN ACCORDANCE                                 | OVE DESCRIBED POLICIES BI<br>WITH THE POLICY PROVISIONS.   | E CANCELLED BEFORE THE E   | PIRATION DATE                                      | THEREOF, NOT                              | ICE WILL BE               |
| DDITIONAL INTEREST   |  |  |  |   |                           |
| ame and Address  |  | ADDITIONAL INSURED<br>MORTGAGEE  | LENDER'S LOSS PAY                                  |   | S PAYEE                   |
| One Workplace L, I<br>2500 De La Cruz Be<br>Santa Clara, CA 95                   | oulevard   |  |  |   |                           |
| CORD 27 (2016/03)  |  | @ 1993-201   | SACORD CORP  | ORATION, All rig                          | hts reserved.             |

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# DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

|                         | Project I   | nformation                                      |                                    |                            |
|-------------------------|---|---|------------------------------------|----------------------------|
| Project<br>Name         | Glenview New Construction Project   | Site  |                                    | 119                        |
| Atom Sh                 |   | irections                                       | Contraction of the second          | CONTRACTOR STREAM          |
| Services c              | annot be provided until the contract is awarded<br>authority delegi   | by the Board <u>or</u> is<br>ited by the Board. | entered by the                     | Superintendent pursuant to |
| Attachment<br>Checklist | <ul> <li>Proof of general liability insurance, including ce</li> <li>Workers compensation insurance certification,</li> </ul> | rtificates and endor<br>unless vendor is a s    | sements, if contr<br>sole provider | act is over \$15,000       |
| Section of              | Contractor  | Information                                     |                                    |                            |
| Contractor N            | ame One Workplace   | Agency's Contact                                | Michael Rell                       |                            |

| Contractor Name One Workplace |  | Agency's Contact |     | Michael Bell                         |       |       |     |            |
|-------------------------------|--|------------------|-----|--------------------------------------|-------|-------|-----|------------|
| OUSD Vendor ID #              | 003183                                       | Title            |     | - INIGATORY                          | Don   |       |     |            |
| Street Address                | 7220 Edgewater Drive                         | City             | Oak | land                                 | State | CA    | Zin | 94621      |
| Telephone                     | 510-729-7800                                 | Policy Expires   |     |                                      |       | In    | Lip | 1 94021    |
| Contractor History            | Previously been an OUSD contractor? X Yes No |                  |     | Worked as an OUSD employee? Ves X No |       |       |     |            |
| OUSD Project #                | 13134  |                  |     | orned do                             |       | mploy |     | I DO A IVU |

| Term of Original/Amended Contract                          |           |  |            |  |  |  |
|--|-----------|--|------------|--|--|--|
| Date Work Will Begin (i.e.,<br>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)  | T          |  |  |  |

|                               |                                   | Compe  | nsation/Revised Compensation   | 1.0× 9.3       |              |
|-------------------------------|-----------------------------------|--|--|----------------|--------------|
| Contract F                    | ntract, Total<br>Price (Lump Sum) |  | If New Contract, Total Contract<br>Price (Not To Exceed)                                 | \$607          | 405.23       |
| Pay Rate Per Hour (If Hourly) |                                   | \$   | If Amendment, Change in Price  | \$             |              |
| Other Expenses                |                                   | Requisition Number                                 |  |                |              |
| If you a                      | e planning to math-hind           | a contract using L                                 | Budget Information<br>EP lunit: please confact the State and Federal Office <u>befor</u> | e completin    | a remaission |
| Nesource #                    | Funding Source                    |  | Org Key  | Object<br>Code | Amount       |
| 9650/9570 Fund 21 Measure J   |                                   | 210-9650-0-9570-8500-4310-119-9180-9905-9999-99999 |  | 4432           | \$607,405.2  |

| Treasure   |  | al and Routing (in order of appr   |  | Kalaka Pa                        |                 |  |  |  |
|------------|--|--|--|----------------------------------|-----------------|--|--|--|
| Ser<br>kno | vices cannot be provided before the contract is ful<br>wledge services were not provided before a PO w | lly approved and a Purchase Order is<br>/as issued.  | issued. Signing this d   | ocument affirm                   | is that to your |  |  |  |
|            | Division Head  | Phone  | 510-535-7038   | Fax                              | 510-535-7082    |  |  |  |
| 1.         | Director, Facilities Planning and Management   |  |  |                                  |                 |  |  |  |
|            | Signature  |  | Date Approved  | 19/20                            | 20              |  |  |  |
| 2.         | General Counsel, Department of Facilities Planning and Management                                      |  |  |                                  |                 |  |  |  |
|            | Signature Charles tas  | to torm at agreemen  | Date Approved  | 2/4/-                            | 2 0             |  |  |  |
|            | Interim Deputy Class, Escilitive Planning and  | d Management   |  | state                            | 2               |  |  |  |
| 3.         | Signature  | na nama na fina fina na fi a pana di kana a ka apanga katana dan panga katana dan sa katana katana katana kata<br>N  | Date Approved  | 119/2                            |                 |  |  |  |
|            | Chief Financial Officer  | ан талан байн тайл талаг багаан таймаан байран бүсэн байн тараан тараан тараан тараан тараан тараан тараан тара<br>Тараан байн тараан та  | Lawrence and the second se | 11-00-                           |                 |  |  |  |
| 4.         | Signature  | annan harring a fan de annan <b>Sann Barn (</b> Barne fan Barn).   | Date Approved  |                                  |                 |  |  |  |
|            | President, Board of Education  | A Minister of Contrasting Contrastin |  | and a statement of the statement |                 |  |  |  |
| 5.         | Signature  | • • • • • • • • • • • • • • • • • • •  | Date Approved  |                                  |                 |  |  |  |