

| | |
|---|--------------|
| Board Office Use: Legislative File Info. | |
| File ID Number | 22-1476 |
| Introduction Date | 6-22-2022 |
| Enactment Number | 22-1247 |
| Enactment Date | 6/22/2022 os |



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Madashi Nakadegawa, Deputy Chief, Facilities Planning and Management

Board Meeting Date June 22, 2022

Subject General Services Agreement – School Facility Consultants – Facilities Planning and Management Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education for General Services Agreement by and between the **District** and **School Facility Consultants**, for the latter to provide assistance to the District in maximizing the building program by pursuing both State and Federal funds, maximizing funding opportunities, actively pursuing funding applications, utilizing a variety of School Facility Programs, and updating and generating additional modernization for new construction eligibility for **The Facilities Planning and Management Project**, in the not-to-exceed amount of **\$190,000.00**, with work scheduled to commence on **July 1, 2022**, and scheduled to last until **June 30, 2023**, pursuant to the Agreement.

Discussion Consultant was selected without competitive bidding because this consultant is providing specially trained professional services. (Public Contract Code §20111(d); Government Code § 53060.)

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education for General Services Agreement by and between the **District** and **School Facility Consultants**, for the latter to provide assistance to the District in maximizing the building program by pursuing both State and Federal funds, maximizing funding opportunities, actively pursuing funding applications, utilizing a variety of School Facility Programs, and updating and generating additional modernization for new construction eligibility for **The Facilities Planning and Management Project**, in the not-to-exceed amount of **\$190,000.00**, with work scheduled to commence on **July 1, 2022** and scheduled to last until **June 30, 2023**, pursuant to the Agreement

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

- Contract Justification Form
- Agreement, including Exhibits
- Routing Form



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 22-1476

Department: Facilities Planning and Management

Vendor Name: School Facility Consultants

Project Name Facilities Planning and Management

Project No.: 00918

Contract Term: Intended Start: 7-1-2022

Intended End: June 30, 2023

Total Cost Over Contract Term: \$190,000.00

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 consultant was a direct selection based on specialized training services and past experience of work done assisting the District with applications for State and Federal funds for a variety of School Facility Programs.

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

Consultant will provide assistance in maximizing the building program by pursuing both State and Federal funds. Maximizing funding opportunities and actively pursuing funding applications on behalf of the District utilizing a variety of School Facility Programs, as well as updating and generating additional modernization and new construction eligibility.

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?

Consultant has done work and is currently working for the District. Based on specialized trained services with this particular type of work, the District found that the consultant performed work quickly, accurately, 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 (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- 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 \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- 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 \$99,100 (as of 1/1/22)
- 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:

- Consultant is providing assistance in maximizing the building program by pursuing both State and Federal funds and funding applications for the Districts’ School Facility Programs.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **July 1, 2022** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **SCHOOL FACILITY CONSULTANTS** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”) for the Center project (“Project”): School Facility Consultants to provide and assist the Oakland Unified School District in maximizing the building program by pursuing both State and Federal funds, maximizing funding opportunities, actively pursuing funding applications on behalf of the District utilizing a variety of School Facility Programs, and updating and generating additional modernization and new construction eligibility.

The Basic Services include all work described in the May 17, 2022, quotation, which is attached to this Agreement as *Exhibit A*. Contractor may only provide other services related to the Project (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.

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

3. **Term.** The term for performance of the Services shall begin on **July 1, 2022**, and shall end on **June 30, 2023** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if 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 based on the hourly rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement

shall not exceed **ONE HUNDRED NINETY THOUSAND Dollars (\$190,000.00)**, which consists of a not-to-exceed amount of **ONE HUNDRED NINETY THOUSAND Dollars (\$190,000.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **ZERO Dollars (\$0)** for performance of any Additional Services. Contractor shall perform all Services required by the Agreement even if the applicable not-to-exceed amount has already been paid and no more payments will be forthcoming. Contractor acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

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

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

following:

A. Contractor and Contractor Parties 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 for performance of the Services under this Agreement.

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

25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

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

27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the

execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

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

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

- ~~Roof project certification (if required; see Public Contract Code §3006).~~
- Fingerprinting Notice and Acknowledgement.
- ~~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 and insurance documentation shall be submitted to the District.

32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator’s fees. Each party shall bear its own attorney’s fees related to the mediation.

* * * * *

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

850.44 _____ 6/23/2022
 Gary Yee, President, Board of Education Date

[Signature] _____ 6/23/2022
 Kyla Johnson-Trammell, Superintendent Date
 and Secretary, Board of Education

[Signature] _____ 5/31/2022
 Tadashi Nakadegawa, Deputy Chief, Date
 Facilities Planning and Management

CONTRACTOR:

School Facility Consultants

Signature: [Signature] _____
 Title: President _____
 Date: 5/31/22 _____

Digitally signed by Alexander R. Murdoch
 DN: cn=Alexander R. Murdoch, o=School
 Facility Consultants, ou, email=alex@sf-
 c.org, c=US
 Date: 2022.05.31 09:14:36 -0700

Address for District Notices:

Oakland Unified School District
 955 High Street
 Oakland, CA 94601
 Attn: Tadashi Nakadegawa

Address for Contractor Notices:

School Facility Consultants
 1303 J Street, Suite 500
 Sacramento, CA 95814
 Attn: Alexander Murdoch

Approved As To Form:

[Signature] _____ 5/27/22
 OUSD Facilities Legal Counsel Date

Exhibit A

Scope of Basic Services



1303 J STREET, Suite 500
SACRAMENTO, CA 95814
PHONE: (916) 441-5063
FACSIMILE: (916) 441-2848
WWW.S-F-C.ORG

May 17, 2022

Mr. Tadashi Nakadegawa
Director of Facilities Planning & Management
Oakland Unified School District
955 High Street
Oakland, CA 94601

Subject: Proposed Contract Renewal – July 1, 2022 through June 30, 2023

Dear Mr. Nakadegawa:

School Facility Consultants (“SFC”) is pleased to submit this proposal for a contract renewal for the 2022-23 fiscal year. Our current contract with the Oakland Unified School District (“District”) expires on June 30, 2022.

For over twenty years School Facility Consultants has assisted the Oakland Unified School District in maximizing the building program by pursuing both State and Federal funds. During this period the State Allocation Board has funded applications prepared and filed by SFC totaling over \$187 million received by the District. Over the last several years, SFC worked closely with the District to finalize a comprehensive funding plan for the La Escuelita Educational Complex, including the preparation, submittal, and unfunded approval through the State Allocation Board of four separate funding components totaling over \$34 million. SFC also worked closely with the District in the preparation and approval of multiple Modernization, Overcrowding Relief Grant, Seismic Mitigation Program, and Career Technical Education Program projects, resulting in the receipt of almost \$45 million in State funds.

SFC continues to work toward maximizing funding opportunities and actively pursuing funding applications on behalf of the District utilizing a variety of School Facility Programs, as well as updating and generating additional modernization and new construction eligibility. Currently, SFC is assisting the District in the pursuit of additional modernization projects, ongoing assistance with the preparation of reports required under the School Facility Program, preparation of a Developer Fee Justification Report, and assistance with Career Technical Education projects.

I propose that SFC continue the services of the past year. The following list summarizes SFC’s proposed services:

- Assist the District on an ongoing basis to determine and acquire State funding eligibility for new school construction, the modernization of existing school facilities and joint-use projects under the School Facility Program.
- Assist the District with the preparation and submittal of California Department of Education and State Allocation Board applications required for eligible new construction and modernization projects.

- Assist the District with accessing new funding programs as applicable.
- Assist the District with accessing additional eligibility that may be generated through AB 1014.
- Participate in strategy meetings, as directed, with the District and other designated personnel.
- Prepare periodic funding updates, which identify capital resources available to the District.
- Assist the District with issues related to portable classroom replacement.
- Assist the District with projects under the California Preschool, Transitional Kindergarten, and Full Day Kindergarten Facilities Grant Program.
- Assist the District with charter school facility funding issues.
- Assist the District with miscellaneous funding issues including the timing of fund release requests.
- Assist the District with preparation of progress reports required under the School Facility Program.
- Assist the District with project close out services as necessary in response to Office of Public School Construction project audits.
- Assist the District with the preparation and submittal of applications required to access available funding for eligible energy efficiency, conservation, and generation projects including Proposition 39 allocations.
- Assist the District with project tracking and accountability requirements for eligible Proposition 39 projects.
- Assist the District with planning services, as requested by the District, and as accepted by SFC.

The rate for these services is \$185 per hour for consulting services and \$95 per hour for administrative services with the total contract amount not to exceed \$190,000. The fees shall cover all expenses incurred in Sacramento by SFC on behalf of the District. If it becomes necessary for a Consultant from SFC to visit the District, the District will pay for travel time at a rate of \$185 per hour. The District will also reimburse SFC for all necessary and pre-approved travel expenses.

We look forward to continuing SFC's relationship with you and the Oakland Unified School District. Please call me with any comments or concerns on this proposed contract.

Sincerely,



Alexander R. Murdoch
President

cc: Susie Butler-Berkley, Contract Analyst

Exhibit B

Hourly Rates

Consulting Services \$185 per
Administrative Services \$95 per hr.
Travel Time \$185 per hr.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/2022

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

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

| | | | |
|---|--|---|---------------------|
| PRODUCER RSC Insurance Brokerage, Inc. 700 Airport Boulevard Suite 300 Burlingame CA 94010 | | CONTACT NAME: June Tong PHONE (A/C, No, Ext): (650) 762-0400 FAX (A/C, No): (650) 762-0490 E-MAIL ADDRESS: jtong@risk-strategies.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Sentinel Ins. Co. | NAIC # 11000 |
| | | INSURER B: Republic Indemnity Company of California | 43753 |
| | | INSURER C: Landmark American Ins Co | 33138 |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |
| INSURED School Facility Consultants 1303 "j" Street, Suite 500 Sacramento CA 95814 | | | |

COVERAGES

CERTIFICATE NUMBER: CL21122149285

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|-----------|----------|---------------|-------------------------|-------------------------|---|------------------------|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | Y | | 57SBAKY7808 | 03/01/2022 | 03/01/2023 | EACH OCCURRENCE | \$ 2,000,000 | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | |
| | <input checked="" type="checkbox"/> Expanded General Liability | | | | | | MED EXP (Any one person) | \$ 10,000 | |
| | Endt #SS008 0405 | | | | | | PERSONAL & ADV INJURY | \$ 2,000,000 | |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | | GENERAL AGGREGATE | \$ 4,000,000 |
| <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | | | PRODUCTS - COMP/OP AGG | \$ 4,000,000 |
| OTHER: | | | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY | | | 57SBAKY7808 | 03/01/2022 | 03/01/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$ 2,000,000 | |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ | |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ | |
| | <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| Hired Auto Phys Dam | | | | | | | | \$ \$50k/\$1k ded | |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE | \$ | |
| | EXCESS LIAB | | | | | | AGGREGATE | \$ | |
| | DED | | | | | | RETENTION \$ | \$ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | N/A | 17510716 | 04/30/2022 | 04/30/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | WOS if req'd | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 | |
| C | Professional Liability | | | LHR844900 | 01/06/2022 | 01/06/2023 | Ea Claim | \$2,000,000 | |
| | Claim Made form | | | | | | Aggregate | \$2,000,000 | |
| | | | | | | | | \$5,000 deductible | |

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

If required by contract, Form #SS00080405 includes Blanket Additional Insureds, Primary wording and Waiver of Subrogation. Further, if required, 30 days notice except for 10 days on notices of cancellation, CA law.

ENDORSED Additional Insured: Oakland Unified School District and its agents, representatives, officers, consultants, employees, Board of Trustees, and members of the Board of Trustees.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| Oakland Unified School District 955 High St Oakland CA 94601 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 57 SBA KY7808



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

Oakland Unified School District, its agents, representatives, officers, consultants, employees,
Board of Trustees, and members of the Board of Trustees

955 High Street

Oakland, CA 94601



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

| | | | |
|---|---|-------------|-----|
| Project Name | Facilities Planning & Management Project | Site | 918 |
| 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 | School Facility Consultants | Agency's Contact | Alexander Murdoch | | | | |
| OUSD Vendor ID # | 003812 | Title | Owner | | | | |
| Street Address | 1303 J Street, Suite 500 | City | Sacramento | State | CA | Zip | 95814 |
| Telephone | 916-441-5063 | Policy Expires | | | | | |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| OUSD Project # | 00918 | | | | | | |

Term of Original/Amended Contract

| | | | |
|--|-----------|---|-----------|
| Date Work Will Begin (i.e., effective date of contract) | 7-01-2022 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 6-30-2023 |
| | | 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) | \$190,000.00 |
| 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 |
|------------|-------------------|--|-------------|--------------|
| 9650/0000 | Fund 21 Measure Y | 210-9650-0-0000-8200-5825-918-9180-9905-9999-99999 | 5825 | \$190,000.00 |

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.

| | | | | | |
|----|--|----------------------|--------------|------------|--------------|
| | Division Head | Phone | 510-535-7038 | Fax | 510-535-7082 |
| 1. | Executive Director, Facilities Planning & Management | Signature | | | |
| | | Date Approved | 5/31/2022 | | |
| 2. | General Counsel, Department of Facilities Planning and Management | Signature | | | |
| | | Date Approved | 5/27/22 | | |
| 3. | Deputy Chief, Facilities Planning & Management | Signature | | | |
| | | Date Approved | 5/31/2022 | | |
| 4. | Chief Financial Officer | Signature | | | |
| | | Date Approved | | | |
| 5. | President, Board of Education | Signature | | | |
| | | Date Approved | | | |