

Board Office Use: Legislative File Info.	
File ID Number	21-1394
Introduction Date	6-30-2020
Enactment Number	21-1211
Enactment Date	6/30/2021 er



Memo

To Board of Education

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

Board Meeting Date June 30, 2021

Subject General Services Agreement - Project Support Services - Facilities Planning and Management Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of General Services Agreement between the District and Project Support Services, Orange, California, for the latter to provide Division of State Architect (DSA) project closeout and certification assistance Phase II Execution and Closeout projects, for the Facilities Planning & Management Project, in the amount of **\$57,600.00**, as the selected consultant, with work scheduled to commence on **July 1, 2021**, and scheduled to last until **December 31, 2021**.

Discussion Consultant will provide Division of State Architect (DSA) project closeout and certification assistance Phase II Execution and Closeout. Consultant was selected based on specially trained services which does not require competitive bidding and the contract amount is under the threshold of \$96,700. (Public Contract Code §20111(d), and (Government Code §53060.)

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of General Services Agreement between the District and Project Support Services, Orange, California, for the latter to provide Division of State Architect (DSA) project closeout and certification assistance Phase II Execution and Closeout projects, for the Facilities Planning & Management Project, in the amount of **\$57,600.00**, as the selected consultant, with work scheduled to commence on **July 1, 2021**, and scheduled to last until **December 31, 2021**.

Fiscal Impact Fund 35

Attachments

- Agreement
- Scope of work



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

Legislative File ID No. 21-1394

Department: Facilities Planning and Management

Vendor Name: Project Support Services

Project Name: Facilities Planning and Management

Project No.: 00918

Contract Term: Intended Start: July 1, 2021

Intended End: 12-31-2021

Total Cost Over Contract Term: \$57,600.00

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 chosen directly based on demonstrated competence, expertise and experience with similar projects they have provided in the past and is currently working for the District. The District identified the chosen consultant as the most qualified at the most reasonable price.

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

Vendor will provide Division of State Architect (DSA) project closeout and certification assistance Phase II Execution and Closeout projects.

Was this contract competitively bid? Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

- 1) How did you determine the price is competitive?

Vendor has done and is currently working for the District. Based on expertise with this work, the District found that the Contractor performed work quickly, accurately, and efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding – *contact legal counsel to discuss if applicable*
- Sole source contractor – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$96,700 or less (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- 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 \$96,700 (as of 1/1/21)
- 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 Division of State Architect (DSA) project closeout and certification assistance Phase II Execution and Closeout projects.
- Contract price is under the threshold of \$96,700.00.

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **July 1, 2021** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Project Support Services** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): Complete closeout per plan of action agreed upon with Facilities and Department Division of State Architect; project manage the closeout and document control of the verified report forms; create project closeout packets, provide copies for the District, upload to DSA box and mail to DSA for final review of certification. Assist the District with various DSA projects services needs for current and new projects. “Services” shall mean Basic Services. The Services include all work described in the May 12, 2021; proposal attached to this Agreement as Exhibit A.
2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.
3. **Term.** This Agreement shall begin on **July 1, 2021**, and shall terminate upon completion of the Services, but no later than **December 31, 2021** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
4. **Termination.** 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 based on a not to exceed price for Basic Services satisfactorily performed, based on the hourly rates in Exhibit B. 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 Fifty-Seven Thousand, Six Hundred Dollars No/100 (\$57,600.00), for performance of the Basic Services. District agrees to make payment for Basic Services within sixty (60) days of receipt of a detailed invoice from Contractor based on percentage of work completed, 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.

General Services – Project Support Services – Facilities Planning & Management Project - \$57,600.00
{SR565566}

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.

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

A. Contractor and Contractor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

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

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

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence to this Agreement.

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

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

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

27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

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

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

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

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

- ~~Roof project certification (if required; see Public Contract Code §3006).~~
- Fingerprinting Notice and Acknowledgement.
- ~~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.

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

 6/30/2021

Shanthi Gonzales, President,
Board of Education Date

 6/30/2021

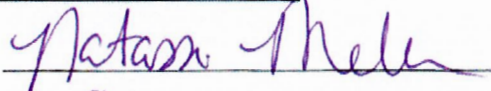
Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education Date

 6/4/21

Tadashi Nakadegawa, Deputy Chief,
Facilities Planning & Management Date

CONTRACTOR:

Project Support Services

By: 

Title: CEO Date: 5-18-21

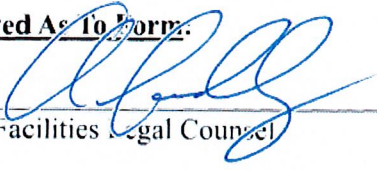
Address for District Notices:

Oakland Unified School District
955 High Street
Oakland, CA 94601
510-535-2728

Address for Contractor Notices:

Project Support Services
747 W Katella Avenue Ste. 209
Orange, CA 92868
714-602-8400

Approved As To Form:



OUSD Facilities Legal Counsel

6/3/21

Date

Exhibit A
Scope of Work

General Services – Project Support Services – Facilities Planning & Management Project - \$57,600.00
(SR565566)



May 12, 2021

Pamila Henderson
Facilities & Planning Management Department
Oakland Unified School District
1000 Broadway
Suite 680
Oakland, CA 94607

RE: Proposal for DSA Project Closeout & Certification
Phase II: Execution & Closeout

Dear Ms. Pamila Henderson:

Thank you for allowing Project Support Services (PSS) to present this proposal for DSA project closeout and certification assistance Phase II Execution and Closeout. PSS is a woman-owned business (in the process of obtaining certification) that saves our clients time and money by putting our expertise to work by:

- Managing the Division of the State Architect (DSA) process on new projects,
- Resolving DSA issues with ongoing projects,
- Achieving closeout on completed, but non-certified, projects,
- Training client staff on DSA requirements,
- Scanning, organizing, managing, and archiving plans and project files, and
- Maintaining inventory of relocatables.

Project Support Services Qualifications

PSS Principal Natassia Melendrez has over 15 years of experience in working with Division of the State Architect. PSS has helped California school districts complete the DSA closeout process for hundreds of non-certified K-12 and Higher Education projects. Many of these were projects the Districts and their consultant teams thought could not be closed, with some dating as far back as 1964.

The projects' closeouts had issues with documentation such as:

- Missing change orders,
- Deferred approvals,
- Revisions,
- Non-compliant scopes of work,
- Non-compliant test results,
- Missing DSA-6 by the original Project Inspector,



PROJECT SUPPORT SERVICES

- Fire sprinkler systems,
- Fire alarm systems,
- ADA compliance, or
- Missing in-plant reports.

PSS is able to resolve project closeout issues in a short period of time because of our knowledge of DSA requirements. We have also worked hard to build and maintain a strong working relationship and positive reputation with DSA staff.

Clients

- ABC Unified School District
- Bassett Unified School District
- Covina-Valley Unified School District
- Downey Unified School District
- Glendora Unified School District
- Hawthorne Unified School District
- Inglewood Unified School District
- Manhattan Beach Unified School District
- Montebello Unified School District
- Norwalk-La Mirada Unified School District
- Palos Verdes Peninsula Unified School District
- Redondo Beach Unified School District
- San Marcos Unified School District
- Wiseburn Unified School District
- Cerritos Community College District
- College of the Desert
- Long Beach Community College District
- Mt. San Jacinto Community College District
- Rancho Santiago Community College District
- South Orange County Community College District
- San Mateo Unified School District

Please visit our website at www.psscort.com for additional information about the firm.

Contact:
Natassia@PSSCert.com • Cell:
909.538.3053

Project Support Services
747 W. Katella Ave. Suite
209
Orange, CA 92868



Background

Oakland Unified School District operates 86 elementary schools (K-5), middle schools (6-8), and high schools (9-12) serving 49,000 students. With 100 buildings, over 600 portables the Facilities Department oversees the capital improvement program funded by the community passed bond measure. With each local bond passing the District has a result of **25 non certified projects** with the Division of State Architect. Project Support Services certified over 50 projects in the Phase 1 contract.

Scope of Services

This proposal specifically covers Phase II tasks. Our evaluation in Phase 1 was completed and clarified the scope of work required for the remaining projects, in which we will execute the plan of action agreed upon to close out the project.

Specific tasks related to Phase II include:

Phase 2 Execution & Closeout

- Complete closeout per plan of action agreed upon with the Facilities Department and Division of State Architect.
- Project manage the closeout and document control of the verified report forms.
- Create project closeout packets, provide copies for the District, upload to DSA box and mail to DSA for final review of certification.
- Assist District with different DSA project service needs for current construction projects.

Closeout & Certification

- PSS will oversee the closeout process to ensure certification per the documents required list.
- Once the project is 90% complete a closeout kick off meeting will be held for each project.
- PSS will involve all parties involved with the project such as the Design Professionals, Construction Management team, General Contractor/Contractors, Testing Lab and the Project Inspector.
- PSS will verify and confirm the project has no outstanding items such as CCD's, FTN's, non-compliant testing/inspection results or a punch list preventing the Project Inspector from sign off.
- PSS will request for all parties to upload their forms into the DSA Box for closeout and assist with the process if needed.
- The testing lab will provide any required tests and inspections, and a Final Verified Report will be issued to DSA.
- At the completion of the construction, the Inspector will sign off on the inspection card and provide a DSA-6PI Final Verified Report.
- The Architect or Engineer will provide a DSA-6A/E Final Verified Report.
- PSS will assist the District with the final total cost for the project. This statement must be submitted to the District for review and signature by the District's Chief Business Officer (CBO) on the DSA-168 form, and then submitted to DSA for approval and record.



PROJECT SUPPORT SERVICES

- PSS will notify DSA that all closeout documents have been uploaded to DSA Box and request for final review of certification.
- Once the project is certified PSS will provide the District and all parties with a copy of the DSA certification letter.

Contact
Natassia@PSSCert.com • Cell
909.538.3053

Exhibit B

Hourly Rates



Contact
 Natassia@PSSCert.com • Cell
 909.538.3053

Compensation & Completion:

The services described above will be provided at an hourly rate of **\$120.00** per Project Closeout Manger and **\$105.00** per Project Coordinator. The contract shall not exceed the amount of **\$57,600.00** for Phase 2 unless authorized by the Oakland Unified School District. Duration of contract will be December 31,2021.

Fee Table Structure:

Position	Hourly Rate
Project Manager	\$125.00
Project Coordinator	\$110.00

Non Certified Project List:

App Id	Project Name	Certified Letter Type	Hours
01-61326	BELLA VISTA ELEM	#3-Close of File w/o Certification - Exceptions	20
01-61624	BROOKFIELD VILLAGE ELEMENTARY	#3-Close of File w/o Certification - Exceptions	20
01-102865	CARL B. MUNCK ELEMENTARY	#3-Close of File w/o Certification - Exceptions	20
01-68358	COLE ELEMENTARY SCHOOL	#3-Close of File w/o Certification - Exceptions	20
01-22204	Washington Child Care Center	#3-Close of File w/o Certification - Exceptions	20
01-108436	EMERSON ELEMENTARY SCHOOL	#3-Close of File w/o Certification - Exceptions	20
01-80052	FRANKLIN ELEM	#3-Close of File w/o Certification - Exceptions	20
01-102744	Oakland Tech High	#3-Close of File w/o Certification - Exceptions	20
01-61513	HAWTHORNE ELEMENTARY SCHOOL	#3-Close of File w/o Certification - Exceptions	20
01-61334	HOWARD ELEM	#3-Close of File w/o Certification - Exceptions	20
01-115453	Glenview Elementary School	DSA 301P Notification of Requirement for	20



PROJECT SUPPORT SERVICES

Contact:
 Natassia@PSSCert.com • Cell:
 909.538.3053

		<u>Certification</u>	
01-61734	LAKEVIEW ELEMENTARY SCHOOL	#3-Close of File w/o Certification - Exceptions	20
01-102602	LINCOLN ELEMENTARY SCHOOL	#3-Close of File w/o Certification - Exceptions	20
01-107408	MANZANITA SMALL SCHOOL	#3-Close of File w/o Certification - Exceptions	20
01-102721	MCCLYMONDS HIGH	#3-Close of File w/o Certification - Exceptions	20
01-69697	MONTCLAIR ELEM	#3-Close of File w/o Certification - Exceptions	20
01-115465	Madison Park Business	DSA 301P Notification of Requirement for Certification	20
01-63110	OAKLAND TECH. HIGH SCHOOL	#3-Close of File w/o Certification - Exceptions	20
01-64674	REDWOOD HEIGHTS ELEMENTARY	#3-Close of File w/o Certification - Exceptions	20
01-61691	SANTA FE ELEMENTARY SCHOOL	#3-Close of File w/o Certification - Exceptions	20
01-61570	SEQUOIA ELEMENTARY	#3-Close of File w/o Certification - Exceptions	20
<u>01-61332</u>	SHERMAN ELEM	#3-Close of File w/o Certification - Exceptions	20
01-61364	SWEET ELEMENTARY	#3-Close of File w/o Certification - Exceptions	20
01-67983	VARIOUS	#3-Close of File w/o Certification - Exceptions	20
01-67280	<u>VARIOUS</u>	#3-Close of File w/o Certification - Exceptions	20

Terms & Conditions

- Prices submitted are considered firm for 60 days until contract is signed.
- Payment terms are net 30 days from invoice date. Invoices will be generated monthly throughout the duration of the project.

Reimbursable Expenses:

The District shall reimburse PSS at a cost, a reasonable sum for out-of-pocket expenses listed below, that are incurred and paid for by PSS in furtherance of performance of our obligations under this agreement. However, we shall be reimbursed only to the extent that such expenses are generated in connection with the operation of projects assigned and only to the extent **authorized** by Oakland Unified

Project Support Services
 747 W. Katella Ave. Suite
 209
 Orange, CA 92868



Contact:
Natassia@PSSCert.com • Cell:
909.538.3053

- Scanning of plans retrieved by the Division of State Architect.
- Express shipping, overnight mail, messenger, courier, or delivery services.
- Printing of oversized file and documents for closeout.

Again, we appreciate the opportunity to provide you with this proposal. Please feel free to contact me at 714.602.8400 or my cell number, 909.538.3053, with any questions.

Respectfully,
Project Support Services

Natassia R. Melendrez

X _____
Natassia Melendrez
President & CEO
Project Support Services Inc.,

Accepted:

X _____
Pamila Henderson
Facilities & Planning Management Department
Oakland Unified School District

Project Support Services
747 W. Katella Ave. Suite
209
Orange, CA 92868



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Facilities Planning & Management	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	Project Support Services	Agency's Contact	Natassia Melendrez				
OUSD Vendor ID #	003465	Title	President				
Street Address	747 W Katella Avenue Suite 209	City	Orange	State	CA	Zip	92868
Telephone	714-602-8400	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)	7-1-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2021
		New Date of Contract End (If Any)	

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not to Exceed)	\$57,600.00
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
7710/0000	Fund 35	350-7710-0-0000-8200-5825-918-9180-9003-9999-99999	5825	\$57,600.00

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.	Acting Director, Facilities Planning & Management			
	Signature	Date Approved	6/4/21	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature Lozano Smith, approved as to form only	Date Approved	6/3/21	
3.	Deputy Chief, Facilities Planning & Management			
	Signature	Date Approved	6/4/21	
4.	Chief Financial Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		