

Board Office Use: Legislative File Info.	
File ID Number	17-1804
Introduction Date	9-13-2017
Enactment Number	17-1285
Enactment Date	9-13-17



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students.

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer *VEH*
Joe Dominguez, Deputy Chief, Facilities Planning and Management *J.D.*

Board Meeting Date Sept 13, 2017

Subject Independent Consultant Agreement Greater than \$88,300 - Project Support Services - Facilities Planning & Management Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement Greater than \$88,300 - between the District and Project Support Services, Orange, CA, for the latter to provide research and evaluate 49 non certified projects to identify specific issues and develop a solution that will enable the project to be certified by DSA, in conjunction with the Facilities Planning and Management Project, more specifically delineated in the Scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing *Sept 14,* 2017 and concluding no later than June 30, 2018, in an amount not-to exceed \$142,600.00.

Discussion Vendor is needed to provide solution that will enable close out projects to be certified by DSA.

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of an Independent Consultant Agreement Greater than \$88,300 - between the District and Project Support Services, Orange, CA, for the latter to provide research and evaluate 49 non certified projects to identify specific issues and develop a solution that will enable the project to be certified by DSA, in conjunction with the Facilities Planning and Management Project, more specifically delineated in the Scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing *Sept 14,* 2017 and concluding no later than June 30, 2018, in an amount not-to exceed \$142,600.00.

Fiscal Impact Fund 35

Attachments

- Independent Consultant Agreement including scope of work
- Certificate of Insurance
- Contractor Proposal



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

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: Project Support Services

Project Name: Facilities Planning and Management Project No.: 00918

Contract Term: Intended Start: 9-14-2017 Intended End: 6/30/2018

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$142,600.00

Approved by: Cesar Monterrosa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

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

Summarize the services this Vendor will be providing.

Work with district and campus staff, Division of State Architect (DSA) staff, project architect and their design team, and inspectors to resolve and close out projects that have remained closed without certification. We will research and evaluate each project to identify specific issues that have prevented certification, and we will develop a solution that will enable the project to be certified by DSA.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

Speical services contract are not competitively bid; However, several vendors submitted pricing to ensure the best value to the district. Local Business Policy exception because insufficient businesses with required experience.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3) **Not Applicable - no exception - Project was competitively bid**

INDEPENDENT CONSULTANT
Greater Than \$88,300

This Independent Contractor Agreement ("Agreement" or "Contract") is made as of the **10th day of July, in the year 2017**, between the **Oakland Unified School District** ("District") and **Project Support Services** ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

WHEREAS, absent an exception or exclusion, competitive solicitation is required when contracting for Goods and Services in excess of the State bid limit, adjusted annually for inflation;

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

Scope of work to provide research and evaluate 49 non certified projects to identify specific issues and develop a solution that will enable the project to be certified by DSA.

2. **Term.** Consultant shall commence providing Services under this Agreement on **September 14, 2017**, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on **June 30, 2018**. This Agreement may be extended upon mutual approval of both Parties in writing on an annual basis to the extent permissible under applicable law.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> W-9 Form
<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> Workers' Compensation Certificate
<input type="checkbox"/> N/A Bonds (as requested by District)	<input checked="" type="checkbox"/> Debarment Certification
<input checked="" type="checkbox"/> Fingerprinting/Criminal Background Investigation Certification	Other: _____

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "B,"** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed ONE HUNDRED FORTY-TWO THOUSAND, SIX HUNDRED DOLLARS (\$142,600.00)** ("Contract Price"). District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the

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portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work. Expenses will not be charged on this Work above the maximum not-to-exceed amount of the Contract Price. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.
6. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program:** Consultant shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.
8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant 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 Consultant's employees.
9. **Standard of Care.**
 - 9.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 9.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 9.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 9.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
10. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part

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from any other source, except that submitted to Consultant by District as a basis for such services.

11. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

12. **Termination.**

12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. **Without Cause by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement. The District shall have the right to accept or

reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

- 14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)
- 14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that

Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

- 14.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Labor Code Requirements.** Consultant and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than twenty-five thousand dollars (\$25,000) for construction and (\$15,000) for maintenance. Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Consultant and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Consultant and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of employees, if applicable, and shall make them available to the District/COE immediately upon request.
18. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
19. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
20. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,

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medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

22. **Fingerprinting of Employees.** The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
23. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
27. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of

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performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District
955 High Street
Oakland, CA 94601
Tel: 510-535-7038; Fax: 510-535-7082
ATTN: Tadashi Nakadegawa

Consultant
Project Support Services
747 W. Katella Ave Suite 209
Orange, CA 92868
Tel: 716-602-8400 Fax:
ATTN: Natassia Melendrez

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

Cesar Monterrosa
Director of Facilities Planning and Management

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ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education

9/13/17
Date


Kyla Johnson Trammell, Superintendent & Secretary, Board of Education

9/13/17
Date


Joe Dominguez, Deputy Chief, Facilities Planning and Management

Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel

8/20/17
Date

CONSULTANT

Project Support Services Inc.



July 26, 2017

Date

Information regarding Consultant:

Consultant: Project Support Services Inc.
License No.: 179074
Address: 747 W. Katella Ave, Suite 209
Orange, CA 92867
Telephone: 714-602-8400
Facsimile: n/a
E-Mail: natassia@psscrt.com

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: CA
 Limited Liability Company
 Other: _____

Employer Identification and/or
Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

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WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:


Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: July 26, 2017

Proper Name of Consultant: Project Support Services Inc.

Signature: 

Print Name: Natassia Melendrez

Title: CEO

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

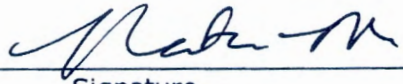
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither Project Support Services Inc. [Type name of Consultant] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Consultant or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the 26 day of July 2017 for the purposes of submission of this Agreement.

By:



Signature

Natassia Melendrez

Typed or Printed Name

CEO

Title

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. Consultant has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

nn Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

n Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

n Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: Natassia Melendrez

Title: CEO

n The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Consultant's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: July 26, 2017

Proper Name of Consultant: Project Support Services Inc.

Signature: 

Print Name: Natassia Melendrez

Title: CEO

Contract #2: Independent Consultant Greater Than \$88,300 – OUSD – Project Support Services – Facilities Planning & Management - \$142,600.00

**Contract #2: Independent Consultant Greater Than \$88,300 – OUSD – Project Support Services –
Facilities Planning & Management - \$142,600.00**

Revised 08/01/2016

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EXHIBIT "A"
Scope of Services

Consultant shall perform the following Services:

[INCLUDE/ATTACH A DETAILED SCOPE OF WORK (DO NOT INCLUDE ANY TERMS FROM CONTRACTOR'S PROPOSAL)]



June 13, 2017

EXHIBIT A

Joe Dominguez
Deputy Chief of Facilities & Planning Management
Oakland Unified School District
1000 Broadway
Suite 680
Oakland, CA 94607

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

Dear Mr. Joe Dominguez

Thank you for allowing Project Support Services (PSS) to present this proposal for DSA project closeout and certification assistance. 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 10 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,
- 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.psscercert.com for additional information about the firm.



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 **77 non certified projects** with the Division of State Architect.

Project Support Services was able to **certify 28 projects** in the Phase I scope of services. PSS has verified each project location, completed a plan of action for certification and working with the Division of the State Architect for the remaining **49 projects** needing to be certified.

Project Support Services also filed a Public Records Act retrieving all electronic plans on file with the Division of State Architect. The electronic plans now on file will be saving the District time and cost.

Scope of Services

Project Support Services (PSS) will work with district and campus staff, Division of State Architect (DSA) staff, project architect and their design team, and inspectors to resolve and close out projects that have remained closed without certification. We will research and evaluate each project to identify specific issues that have prevented certification, and we will develop a solution that will enable the project to be certified by DSA.

Our goal is to close as many projects as possible in Phase I, Research and Evaluation. These projects may be essentially complete but simply require that documentation be finalized. Other projects that have more complex requirements will be resolved in Phase II. At the end of Phase, I, a detailed evaluation of all remaining uncertified projects will be provided to the District.

Our process begins by reviewing District and DSA files to create a list of tasks and documents necessary for the certification process of each project. As an example, based on the Close of File without Certification letter, we may discover missing or incomplete documents such as DSA SIVR 292, DSA 291 LVR, DSA 293 GVR, unapproved change orders, DSA 6, etc. PSS will secure the missing or incomplete documents, following our established procedures to resolve certification concerns.

For projects that no longer exist, we will retrieve a copy of the most recent DSA approved site plan as well as a Google Earth shot, and create a letter for the District to sign stating the project has been demolished. PSS will submit the closeout packet to DSA for #5 Resolution of Certification Due to Removal.

Additionally, if deficiencies are found while reviewing inspector daily reports, test results, etc., PSS will research and compile information and documents to correct the deficiencies and ensure that the construction complies with DSA approved documents and applicable codes and regulations. Depending on the deficiency, PSS may work with the project structural engineer or architect to obtain additional testing and inspections that are needed to obtain DSA Certification.



PROJECT SUPPORT SERVICES

Contact:
Natassia@PSSCert.com • Cell: 909.538.5053
Office: 714.602.8400

This proposal specifically covers Phase I tasks. After our evaluation clarifies the scope of work required for the remaining projects, a separate proposal will be submitted to the District for Phase II, in which we will execute the plan of action agreed upon to close out the project.

Specific tasks related to Phase I include:

Phase I, Research and Evaluation

- Retrieve Close of File (COF) letter from DSA.
- Order and review file and plans from DSA.
- Locate each project to verify whether the project exists and its exact scope. If the project no longer exists, PSS will create #5 Letter and supporting documents for certification.
- For existing projects, PSS will identify the scope of work and verify that a later modernization has not altered the work.
- Contact IOR and AOR for project history.
- Contact design professional and consultants for documents required per the COF Letter.
- Create a plan of action for Phase II Execution and Closeout.

At the completion of Phase 1, we provide the District the following for each project:

- Project location and scope or, alternatively, verification that the project does not exist
- Documents required to correct deficiencies listed in the COF Letter.
- Project constraints.
- DSA File & Plans obtained from DSA to assist with locating project and archive documents for the list of documents required
- Plan of Action to complete closeout of the project.
- Create budget and spreadsheet of project closeout cost.
- Request proposals from consultants required for certification such as Project Inspector, Architect, Contractor, Engineer or Special Inspector along with testing.
- If the project no longer exists we create a #5 Resolution of Certification Letter.

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.

DSA Training:

- Scheduled trainings for Oakland USD staff. These will cover DSA requirements and procedures as well as techniques for managing the process throughout the project to facilitate final closeout.
- On-Call trainings. These can be arranged on short notice to provide training for specific problem areas that Oakland USD may be experiencing.

Project Support Services
747 W. Katella Ave. Suite 209
Orange, CA 92868
714.602.8400

EXHIBIT "B"
Hourly Personnel Rates
and
Schedule of Fees and Charges

[INCLUDE/ATTACH CONSULTANT'S RATE SCHEDULE (DO NOT INCLUDE ANY TERMS FROM CONTRACTOR'S PROPOSAL)]

EXHIBIT "B"
Hourly Personnel Rates
and
Schedule of Fees and Charges

[INCLUDE/ATTACH CONSULTANT'S RATE SCHEDULE (DO NOT INCLUDE ANY TERMS FROM CONTRACTOR'S PROPOSAL)]



- Ongoing support. Project Support Services will provide on-call consulting services and administrative support as needed for DSA issues.

Compensation & Completion:

The services described above will be provided at an hourly rate of **\$115.00** per Project Closeout Manger and shall not exceed the amount of **\$142,600.00** with a total of 1240 hours for Phase 2 unless authorized by the Oakland Unified School District. PSS will have 2 completed by December 15, 2017.

Non Certified Project List:

GROUP A:

<u>Application</u>	<u>Total Hours</u>
01-107715	5
01-102727	5
01-101969	15
01-115410	5
01-115630	5
01-101185	5
01-115241	5
01-115411	5
01-61326	10

GROUP B:

<u>Application</u>	<u>Total Hours</u>
01-101965	20
01-108012	20
01-61622	20
01-63110	20
01-69404	20
01-80051	20
01-80094	20
01-100327	20
01-108436	20
01-101503	20
01-102913	20
01-104011	20
01-108424	20
01-64028	20
01-69410	20
01-100814	20
01-101964	20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02-02-2017

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

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

PRODUCER T.L.I. INSURANCE BROKERAGE, INC. 1218 S. OAKHAVEN DRIVE ANAHEIM CA 92804	CONTACT NAME: Fritz Dickerson PHONE (AC No Ext): 714-252-9333 FAX (AC No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED PROJECT SUPPORT SERVICES 747 W. KATELLA AVENUE #209 ORANGE, CA. 92868 909-538-3053	INSURER A: Burlington Insurance Co. NAIC # 01495	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	796B001664	10-09-2016	10-09-2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DEDUCTIBLE \$ 500 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				

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

Oakland Unified School District & Its Directors, Officers, Employees, Agents, & Representatives are named as Additional Insureds on this Policy.
Thirty (30) days advance written notice of cancellation.

CERTIFICATE HOLDER

Oakland Unified School District
955 High Street
Oakland, Ca. 94601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



DEPARTMENT OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
Project Name	Facilities Planning and Management	Site	918
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input 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 #	V0771333	Title	Project Manager
Street Address	747 W. Katella Ave Suite 209	City	Orange State CA Zip 92868
Telephone	716-602-8400	Policy Expires	10-9-2017
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 #	N/A		

Term			
Date Work Will Begin	9-14-2017	Date Work Will End By (not more than 5 years from start date)	6-30-2018

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$142,600.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	
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	Fund 35	9189003021	5825	\$142,600.00

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	510-535-2723	Fax 510-535-2724
1.	Director, Facilities Planning and Management			
	Signature	Date Approved	7/17/2017	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	8/20/17	
3.	Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved		
4.	Senior Business Officer, Board of Education			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		