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| Board Office Use: Legislative File Info. | |
| File ID Number | 18- 1138 |
| Introduction Date | 6-6-2018 |
| Enactment Number | 18-0900 |
| Enactment Date | 6/6/18 os |



OAKLAND UNIFIED
SCHOOL DISTRICT

Learning. Growing. Inspiring.

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date June 6, 2018

Subject Independent Consultant Agreement greater than \$90,200 - Davillier-Sloan, Inc. - Facilities Planning & Management Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement greater than \$90,200 between the District and Davillier-Sloan, Inc., Oakland, CA, for the latter to provide the District with Professional Services related to the Project Labor Agreement, in conjunction with the Facilities Planning & Management Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 7, 2018 and concluding no later than December 31, 2018, in an amount not-to exceed \$135,000.00.

Discussion Professional Services needed to ensure District compliance with terms of the Project Labor Agreement between the Oakland Unified School District and The Building and Construction Trade Council of Alameda County, AFL-CO and Affiliated Union Signatories.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of an Independent Consultant Agreement greater than \$90,200 between the District and Davillier-Sloan, Inc., Oakland, CA, for the latter to provide the District with Professional Services related to the Project Labor Agreement, in conjunction with the Facilities Planning & Management Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 7, 2018 and concluding no later than December 31, 2018, in an amount not-to exceed \$135,000.00.

Fiscal Impact Fund 21, Measure J

Attachments

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



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: Davillier- Sloan, Inc

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

Contract Term: Intended Start: 6/7/2018 Intended End: 12/31/2018

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$135,000.00

Approved by: Tadashi Nakadegawa

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 per a Formal - Advertised RFP/Awarded to entity following OUSD complete solicitation process

Summarize the services this Vendor will be providing.

Provide the District with Professional Services related to the Project Labor Agreement.

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

If No, please answer the following:

1) How did you determine the price is competitive?

This vendor was selected per a Formal - Advertised RFP/Awarded to entity following OUSD competitive solicitation process

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**

LBU EVALUATION FOR OUSD LABOR COMPLIANCE SERVICES
REQUEST FOR PROPOSAL
 February 2018

| FIRM/TEAM | Firms | LBE/SLBE/S LRBE | LBU Compliant Y/N | Proposed LBU Percentage | LBU Credit Based on Policy | Preference Points | NOTES |
|------------------------------|-----------------------|----------------------------|------------------------------|------------------------------------|---|------------------------------|--------------|
| Davillier-Sloan, Inc. | | | Y | | | | |
| | Davillier-Sloan, Inc. | SLBE | | 100.0% | 100.0% | | |

**INDEPENDENT CONSULTANT
FOR PROFESSIONAL SERVICES
Greater Than \$90,200**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **3rd day of May 2018**, by and between the **Oakland Unified School District** ("District") and **Davillier-Sloan, Inc.** ("Consultant"), (together, "Parties").

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"):

Scope of Services includes providing the District with Professional Services related to the Project Labor Agreement.

2. **Term.** Consultant shall commence providing Services under this Agreement on **June 7, 2018**, and will diligently perform as required and complete performance by **December 31, 2018**, unless this Agreement is terminated and/or otherwise cancelled prior to that time. 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 Services under this Contract 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 checked="" type="checkbox"/> Debarment Certification | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Fingerprinting/Criminal Background Investigation Certification | |

4. **Compensation.** District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement, a fixed fee of **ONE HUNDRED THIRTY-FIVE THOUSAND, NO/100 Dollars** (\$135,000.00), paid monthly in proportion to Services performed.
 - 4.1. District shall pay Consultant for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made (such approval not to be unreasonably withheld or delayed).

- 4.2. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with Section 25 below.
5. **Expenses.** Expenses will not be charged for Consultant's performance of these Services.
6. **Materials.** Consultant shall furnish, at its 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 it and all of its 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. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
9. **Performance of Services / Standard of Care.**
- 9.1. **Standard of Care.** 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.
- 9.1.1. 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.
- 9.1.2. 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.
- 9.1.3. 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.
- 9.1.4. Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or

omission that Consultant or its employees may discover. Consultant shall use professional efforts in identifying any errors, inconsistencies, or omissions.

9.1.5. Any representations, recommendations, opinions or conclusions relating to the Services provided by Consultant must be made in writing by duly authorized representatives of Consultant.

9.2. **Meetings.** Consultant and District agree to participate in regular meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

9.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

10. **Originality of Services.** Except as to standard generic details, 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 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 (specifically excluding any underlying pre-existing intellectual property). District may, with Consultant's prior written consent, use 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. **For Convenience 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 (3) calendar days after the day of mailing, whichever is sooner.

12.2. **For Convenience 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 indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, arising out of, pertaining to or relating to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant. Consultant shall, to the fullest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. 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. 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 \$ 2,000,000 |
| Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate | \$ 1,000,000 \$ 2,000,000 |
| Professional Liability | \$ 1,000,000 |
| Workers Compensation | Statutory Limits |
| Employer's Liability | \$ 1,000,000 |

14.2. **Proof of Carriage of Insurance.** 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 its Governing Board, agents, representatives, employees, trustees, officers, consultants, 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. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance shall be written on an occurrence 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 applicable rules and regulations of the governing board of the District and all applicable 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 Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are 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 Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant

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.

23. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
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 the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
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 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
Facilities Planning and Management
955 High Street
Oakland, CA 94601
Tel: 510-535-7038; Fax: 510-535-7082
ATTN: Tadashi Nakadegawa

Davillier-Sloan, Inc.
1630 12th Street
Oakland, CA 94607
Tel: 510-835-7603
ATTN: Jake Sloan

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 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 Exhibit.** The Recitals and exhibit attached hereto are hereby incorporated herein by reference.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
36. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
37. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal

representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

38. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

39. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

40. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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>


~~Timothy White~~ 
~~Deputy Chief, of Facilities Planning & Management~~


[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT

| | |
|---|---------|
| <u>Aimee Eng</u> | 6/7/18 |
| Aimee Eng, President, Board of Education | Date |
| <u>Kyla Johnson-Trammell</u> | 6/7/18 |
| Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education | Date |
| <u>T&W</u> | 5-15-18 |
| Timothy White, Deputy Chief, Facilities Planning and Management | Date |

APPROVED AS TO FORM:

| | |
|-------------------------------|---------|
| <u>Alan Medina</u> | 5/16/18 |
| OUSD Facilities Legal Counsel | Date |

CONSULTANT

Jakesloan

For Davillier-Sloan, Inc.

5/4/2018

Date

Information regarding Consultant:

Consultant: Davillier-Sloan, Inc.

License No.: N/A

Address: 1630 12th Street
Oakland, CA 94607

Telephone: (510) 385-1242

Facsimile: (510) 835-7613

E-Mail: jakesloan@aol.com

Type of Business Entity:

Individual

Sole Proprietorship

Partnership

Limited Partnership

Corporation, State: California

Limited Liability Company

Other: _____

| |
|--|
| <p><u>94-3206493</u> :</p> <p>Employer Identification and/or Social Security Number</p> <p>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.</p> |
|--|

The Law Office of William A. Taylor

May 4, 2018

Oakland Unified School District
Oakland, CA

Re: Davillier-Sloan Inc.

To Whom It May Concern:

Please know that I am the attorney for the California corporation, Davillier-Sloan Inc. In that capacity, I have personal knowledge of its organization and have records of its corporate activities.

The person designated to transact business and sign documents for the corporation's board of directors is its president, Jake Sloan. That designation was first made in the Organizational Minutes of the board of directors of the corporation and has been enforced in board resolutions in the several years since incorporation.

A copy of the original designation can be produced upon request.

Please call me with any questions.

Best regards,



William A. Taylor

cc: Client

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: _____
Proper Name of Consultant: _____
Signature: _____
Print Name: _____
Title: _____

(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.)


N/A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned is aware of and hereby certify that neither **Davillier-Sloan, Inc.** ("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. Further, the undersigned agrees to 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 4 day of May 2018 for the purposes of submission of this Agreement.

By: 

Signature
Jake Sloan

Typed or Printed Name
President

Title

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

- Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, 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 all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

- Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- The installation of a physical barrier at the worksite to limit contact with pupils.
- Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: 5/4/2018

Name of Consultant: Davillier-Sloan, Inc.

Signature: 

Print Name and Title: Jake Sloan, President

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

To Provide the District with Professional Services related to the Project Labor Agreement.



DAVILLIER-SLOAN, INC.
LABOR MANAGEMENT CONSULTANTS



February 2, 2018

EXHIBIT A

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

Subject: Proposal to Provide Project Labor Agreement Administration

Dear Mr. Nakadegawa:

Davillier-Sloan, Inc. (DSI) proposes to provide a full range of services related to the Project Labor Agreement (PLA) for the Oakland Unified School District (District). In addition, DSI will provide a full range of labor relations and dispute resolution services, based on extensive experience in the construction industry. Details of the proposed scope of work are attached.

We propose to provide these services for a fee not to exceed \$135,000 for the full range of PLA services for the period April 1, 2018 through December 31, 2018. This amount will not be exceeded without prior, written approval. Invoicing for services provided will be based on the following hourly rates, plus reimbursement for reasonable expenses:

Principal: \$189.00 Per Hour
Associates: \$131.00 Per Hour
Administrative Support: \$84.00 Per Hour

We look forward to continuing our relationship with the District and to providing collaborative, user friendly and cost-efficient services. If you have any questions about our proposal or qualifications, please do not hesitate to contact me.

Sincerely,

Jake Sloan,
President

CC:
Pamila Millet-Henderson



DAVILLIER-SLOAN, INC.
LABOR MANAGEMENT CONSULTANTS



Proposal to Provide Professional Services for Project Labor Agreement Administration

Prepared for Oakland Unified School District



VIEW FROM 2ND AVENUE @ 11TH STREET



VIEW FROM 2ND AVENUE @ 10TH STREET

Prepared by Davillier-Sloan, Inc.
February 2018



PROPOSED SCOPE OF SERVICES

LABOR COMPLIANCE PROJECT LABOR AGREEMENT ADMINISTRATION


DSI proposes to provide the following services to assure the operation and administration of the District's PLA, which is hereby incorporated by reference.

DATA COLLECTION, ANALYSIS AND MANAGEMENT

- 1) Consultant will collect, review and enter into its reporting system all hours worked on PLA covered projects to generate the local hiring reports with the highest level of accuracy, utilizing data gathered from certified payrolls and using the proprietary District's web-based system. The Consultant shall collect information related to the monitoring and compliance of the local hiring program and related issues.
- 2) Consultant will request from contractors additional documentation and information as needed or requested for local hire.
- 3) Consultant will periodically update its reporting system with subcontractor lists, contractor information and other information, while making changes to the local hire reports, and develops special reports, as directed by the District.
- 4) Consultant will collect Letters of Assent and update its database as they are collected before work commences on all projects covered by the PLA.
- 5) Consultant will ensure that copies of all Letters of Assent are forwarded to the Building & Construction Trades Council for their records and use at Pre-Job meetings.


COMPLIANCE MONITORING AND ENFORCEMENT

- 1) Consultant has developed a Pre-Bid PLA Contractor and Union Information PLA Packet, which incorporates all of the important points of the PLA. The packets will be made available to contractors and union representatives at pre-bid, pre-job and pre-construction meetings. The packet includes the following:
 - ξ General Information for Bidding under PLA;
 - ξ Summary of Local Hiring Goals;
 - ξ Description of Credit for Local Off-site Hiring; Summary Description of Good Faith Efforts for Local Hiring;
 - ξ Description of Trust Fund and Reporting requirements;
 - ξ Resources for Local Hiring; Estimated Availability of Local Resident Apprentices, specially District graduates; other items as-needed and as requested by the District.
- 2) Once project activity has commenced, Consultant will review the Project Summary Reports produced by the Consultant's reporting system on a weekly and monthly basis to identify any potential non-compliance.

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- 3) When a contractor is found to be in apparent noncompliance, Consultant will implement corrective action plans. When a contractor is found to be in apparent non-compliance, both the contractor and the Joint Administrative Committee (JAC) will be notified. At the direction of the JAC, Consultant will negotiate a compliance plan with the contractor. Consultant will monitor compliance and make monthly or as-needed reports to the JAC.
 - 4) Consultant will advise the district to withhold progress payment as necessary for non-compliant contractors.
 - 5) Consultant will provide coordination between PLA stakeholders, including the Joint Administration Committee, Joint Administration Sub-Subcommittee, and the PLA Trust Fund.
 - 6) Consultant will work with participating contractors involved in project work who may be having problems in securing local residents. In this regard, the Consultant will coordinate with the relevant craft union and apprenticeship program to secure the worker dispatches.
 - 7) Consultant will make participating contractors aware of the availability of Community Based Organizations (CBOs) that are involved in pre-apprenticeship training and the provision of supportive services as potential hiring resources. Local community organizations that can provide contractor assistance will include, but not be limited to, the Cypress Mandela/Women in Skilled Trades Pre-Apprenticeship Program, Youth Employment Partnership, Men of Valor Program, Trades Women Inc., and West Oakland Job Resource Center. This information will be provided to contractors as part of the information packets available at pre-bid, pre-job and pre-construction meetings. As available, the Consultant will work closely with the unions and the school district construction academies and related programs to make staff and students aware of opportunities and requirement of careers in construction. Meetings will be held on an as-needed basis, usually during periods of new apprenticeship training opportunities.

LABOR RELATIONS ACTIVITIES

- 1) Consultant will coordinate with the Building and Construction Trades Council for scheduling Pre-Job meetings prior to the initiation of project activity. The Pre-Job meetings will serve as a primary vehicle for acquainting contractors with the provisions of the PLA. At the meeting work jurisdictional claims will be made by the appropriate craft unions. Additionally, the contractor will have the opportunity to interact with crafts about the dispatch of skilled workers to its particular project.
- 2) Consultant will work with the various unions and contractors to process any grievances through the PLA's established and standardized alternative dispute resolution procedures as identified in Article 11. For any service that goes beyond step 2 of the grievance process, such services will be billed under the additional services provisions of the contract.
- 3) Consultant will work with the various unions to ensure the dispatch of skilled workers needed to ensure sound and on time construction of District projects.

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- 4) Consultant will work closely with non-union contractors working under the PLA to ensure that those contractors will be able to use both their "core" employees and to integrate skilled union members into their work crews.
 - 5) Consultant will provide routine information exchanges with PLA and potential PLA contractors and confer with contractors regarding any ongoing labor relations issues.
 - 6) Consultant will provide to the District PLA information relevant to jobsite observations and provide answers to questions arising on the jobsite regarding the PLA.
 - 7) Consultant will maintain open and regular communications with signatory unions, their representatives, general presidents and regional representatives, as applicable, as well as related attorneys, permanent arbitrators, and the District.
 - 8) Consultant will assist contractors with specific needs and issues, e.g. manpower availability, jurisdictional assignments, disputes, referral questions, drug testing disputes, with assistance and coordination with any applicable District consultants.
 - 9) Consultant will continuously monitor craft availability and skill levels for forecasting capacity for satisfying PLA local hiring goals, especially those that apply to apprenticeship utilization. Consultant will maintain regular contact with apprenticeship coordinators to identify availability and opportunities for local residents. Consultant will advise the District on craft apprenticeship programs, apprentice levels, training progress and access of local community members to the program.
 - 10) Consultant will familiarize contractors with PLA work assignment rules and insure contractor understanding and adherence to appropriate jurisdictional practices and rules.

MEETINGS

- 1) Consultant will organize, chair and record regular PLA team progress meetings quarterly or as-needed. The Consultant will establish the agenda for the meetings take and distribute meeting minutes.
- 2) Consultant will organize the Joint Administration Committee meetings quarterly or as needed. The consultant will set the meeting agenda, take and distribute meeting minutes.
- 3) Consultant will attend meetings of the PLA Joint Administration Sub-Committee meetings on a quarterly or as-needed basis. Consultant will set the meeting agenda, take and distribute meeting minutes.
- 4) Consultant will attend weekly District Project Manager meetings as needed or directed.
- 5) Consultant will attend pre-bid and pre-construction meetings and describe PLA requirements, as necessary.



- 6) Consultant will coordinate and conduct pre-job meetings with the Building & Construction Trades Council and Contractors (prime and sub) for projects covered by the PLA.

WORKFORCE DEVELOPMENT

- 1) Consultant will manage relations with the established Foundation for administration and monitoring of the fund and report status of Fund at the PLA progress team meetings or as requested.
- 2) Consultant will coordinate, schedule, co-chair and record the meetings and provide written minutes to the District.
- 3) Consultant will prepare, and issue Requests for Proposals as needed or directed.
- 4) Consultant will track potential and real funding levels and prepare quarterly report on status of contractors' contributions.


SITE VISITS

The Consultant will conduct as needed site visits to confer with contractor's field staff to review matters pertaining to meeting local hiring goals. The Consultant will provide the following:

- 1) Consultant will conduct random/as-requested site visits to District projects covered by the PLA in order to compare site visit reports with what is being reported in certified payrolls. Random site visits are to be conducted to verify certified payrolls. At least one PLA project shall be visited every two weeks. Each project will be visited at least once during the life of the project. Coordinate site visits with Project Manager.
- 2) Consultant will prepare written reports of site visits and provide a copy of the said report to the District within a week of the site visit.

PRE-AWARD & POST AWARD ACTIVITIES

- 1) Consultant will note and record the bid advertisement date, which determines the prevailing wage determination that will cover the project.
- 2) Consultant will attend Pre-Bid Meetings to explain the local hire and apprenticeship requirements to contractors in attendance. The contractors will be informed of reporting requirements. The project manager will be informed of the need for careful, daily documentation of worksite activities and, in particular, the types of work, work activities and the composition of the workforce.
- 3) When bids are received, the District, contract Administrator staff will submit a copy to the Consultant. The bid documents, especially the listing of subcontractors, will become the basis for the establishment of preliminary project filing system.
- 4) Consultant will attend Pre-Construction Meetings to give the contractors details of all reporting, local hire and apprenticeship requirements.

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- 5) Consultant will track and log Notice to Proceed. When a contractor is given a Notice to Proceed, the District's contract administrator or project manager will notify the Consultant.
 - 6) Consultant will maintain up-to-date records of all activities under this Agreement and will make those records available within 48 hours upon request by the District.
 - 7) With needed data input from District staff, Consultant will track PLA exclusions and assist the District in determining eligibility for PLA exclusion.
 - 8) Consultant will store all related files at the offices of the Consultant for a period of three years after each project completion. Consultant will notify District of intention to destroy files.
 - 9) Consultant will store major violation files for a period of five years after each project completion. Consultant will notify District of intention of destroy files.
 - 10) Consultant will maintain all documents as public records and produce within three days from the initial written request.

REPORTING

- 1) Consultant will provide a Weekly Activity Report to Facilities Director for activities to be performed.
- 2) Consultant will prepare monthly reports and (as requested) special reports on local hiring, and related issues to the District, PLA progress team and Joint Administration Committee including, but not limited to, meeting minutes, monthly local hire goals tracking report, quarterly non-compliance local hire report, quarterly report on status of Contractors' Trust Fund contributions, Site Visit reports.
- 3) Consultant will provide any other information or communications on progress under the PLA to the District as well as all reports to be reviewed and confirmed to complete all District requirements of the PLA.
- 4) Consultant will submit contractor and subcontractor non-compliance reports monthly to the District's designated staff member detailing which subcontractors are in non-compliance or compliance with the program.
- 5) With data from the District, Consultant will record and track PLA exclusions and assist the District in determining eligibility for PLA exclusions.
- 6) Consultant will be available to present and report PLA operational progress at Board of Education meetings, as requested.
- 7) Consultant will assist in the development of annual or as needed reports to the Board of Education.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2018

PRODUCER (408) 224-4650
NETWORK ONE INSURANCE & FINANCIAL SERVICES, INC
PO Box 430

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Vista CA 92085-

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
Davillier-Sloan, Inc.
1630-12th Street

INSURER A: HARTFORD INSURANCE

INSURER B:

INSURER C:

INSURER D:

Oakland CA 94612-

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|------|-----------|-------|---|---------------|----------------------------------|-----------------------------------|---|
| A | X | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | 57 SBA EN6587 | 07/25/2017 | 07/25/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC: | | / / | / / | |
| A | X | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 57 SBA EN6587 | 07/25/2017 | 07/25/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | / / | / / | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | / / | / / | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| A | | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | 57WECGF8647 | 06/30/2017 | 06/30/2018 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000 |
| | | | OTHER | | / / | / / | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Consultants - The District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. Waiver of subrogation and Primary non-contributory apply to the General Liability and Auto Liability.
Coverage subject to terms and conditions of the policy. *Except days if non-payment 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, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

Bill Corley

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2018

PRODUCER (408) 224-4650
Bill Corley Insurance Agency
 PO Box 430

Vista CA 92085-

INSURED
Davillier-Sloan, Inc.
 1630-12TH Street

Oakland CA 94612-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

| | |
|--|---------------|
| INSURERS AFFORDING COVERAGE | NAIC # |
| INSURER A: HISCOX INSURANCE COMPANY | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|-------------|--|---------------|----------------------------------|-----------------------------------|--|
| | | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | / / | / / | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | | 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 | | / / | / / | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | / / | / / | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | / / | / / | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | / / | / / | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$ |
| A | | OTHER Professional Liability | MPL1026644.18 | 04/03/2018 | 04/23/2019 | Limit 2,000,000 Deductible 10,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Coverage subject to terms and conditions of the policy.
 *Except 10 days if non-payment cancellation.

CERTIFICATE HOLDER

() - () -

Oakland Unified School Distric
 955 High Street

Oakland CA 94061-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Bill Corley

IMPORTANT

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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 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 | Davillier-Sloan, Inc. | Agency's Contact | Jake Sloan | | | | |
| OUSD Vendor ID # | V043703 | Title | Project Manager | | | | |
| Street Address | 1630 12 th Street | City | Oakland | State | CA | Zip | 94607 |
| Telephone | 510-835-7603 | 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 | | | |
|-----------------------------|----------|--|------------|
| Date Work Will Begin | 6-7-2018 | Date Work Will End By <small>(not more than 5 years from start date)</small> | 12-31-2018 |

| Compensation | | | |
|--------------------------------------|----|-------------------------------------|--------------|
| Total Contract Amount | \$ | Total Contract Not To Exceed | \$135,000.00 |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Changed Amount | \$ |
| Other Expenses | | Requisition Number | |

| Budget Information | | | | |
|---|--------------------|------------|-------------|--------------|
| <i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i> | | | | |
| Resource # | Funding Source | Org Key | Object Code | Amount |
| 9350 | Fund 21, Measure J | 9189905802 | 5825 | \$135,000.00 |

| Approval and Routing (in order of approval steps) | | | | |
|---|--|----------------------|--------------|-------------------------|
| Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued. | | | | |
| | Division Head | Phone | 510-535-7038 | Fax 510-535-7082 |
| 1. | Director, Facilities Planning and Management | | | |
| | Signature | Date Approved | 5/15/18 | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | |
| | Signature | Date Approved | 5/16/18 | |
| 3. | Deputy Chief, Facilities Planning and Management | | | |
| | Signature | Date Approved | 5-15-18 | |
| 4. | Senior Business Officer, Board of Education | | | |
| | Signature | Date Approved | | |
| 5. | President, Board of Education | | | |
| | Signature | Date Approved | | |