

Board Office Use: Legislative File Info.	
File ID Number	18-0898
Introduction Date	5-9-2018
Enactment Number	18-0806
Enactment Date	5-9-2018 er



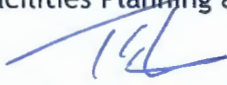
**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# 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** May 9, 2018 

**Subject** Amendment No. 1, Agreement for Program Management (Less than \$90,200) - Brailsford & Dunlavey - Facilities Capital and Program Management Project

**Action Requested** Approval by the Board of Education of Amendment No. 1, Agreement for Program Management between the District and Brailsford & Dunlavey, Washington, DC, for the latter to provide additional Program Management Services for consultant labor and reimbursement expenses, in conjunction with the Facilities Capital and Program Management Project, extending Agreement term from December 1, 2017 through January 17, 2018 for performance of services specified in the scope of work in an amount of \$15,829.17 increasing the previous contract amount from \$1,927,000.00 to a not-to-exceed amount of \$1,942,829.17. All remaining portions of the agreement shall remain in full force and effect.  
\*Agreement approved November 1, 2016; File No. 16-2496; Enactment No. 16-1855

**Discussion** Additional services needed for Program Management Services for consultant labor and reimbursement expenses.

**LBP** (Local business participation percentage) 0.00%

**Recommendation** Approval by the Board of Education of Amendment No. 1, Agreement for Program Management between the District and Brailsford & Dunlavey, Washington, DC, for the latter to provide additional Program Management Services for consultant labor and reimbursement expenses, in conjunction with the Facilities Capital and Program Management Project, extending Agreement term from December 1, 2017 through January 17, 2018 for performance of services specified in the scope of work in an amount of \$15,829.17 increasing the previous contract amount from \$1,927,000.00 to a not-to-exceed amount of \$1,942,829.17. All remaining portions of the agreement shall remain in full force and effect.  
\*Agreement approved November 1, 2016; File No. 16-2496; Enactment No. 16-1855

**Fiscal Impact** Fund 21, Measure J

**Attachments**

- Amendment No. 1, including scope of work



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

- Consultant Proposal for original contract



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

Legislative File ID No. 18-0898

Department: Facilities Planning and Management

Vendor Name: Brailsford & Dunlavey

Project Name: Facilities Capital and Program Management Project No.: 0

Contract Term: Intended Start: 12/1/2016 Intended End: 5/17/2018

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$15,829.17

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?**

Selected through competitive proposal process.

**Summarize the services this Vendor will be providing.**

Program management services for Capital Construction Program amendment is required to provide services through extended period as requested by Deputy Chief of Facilities.

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

If No, please answer the following:

1) How did you determine the price is competitive?

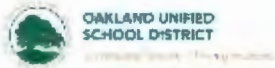
Competitive selection process is the approved procurement process for professional services.

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 \$90,200 (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**





## AMENDMENT NO. 1 TO AN AGREEMENT FOR PROGRAM MANAGEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Brailsford & Dunlavey** OUSD entered into an Agreement with CONTRACTOR for services on **December 1, 2016** and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <b><u>The scope of work to provide Program Management Services for consultant labor and reimbursement expenses</u></b></p>		
2. <b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional <u>14 months</u>, and the amended expiration date is <u>January 17, 2018</u>.</p>		
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The contract price is</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> increase of <u>\$15,829.17</u> to the original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$_____ to original contract amount</p> <p>and the contract total is <b>one million nine hundred forty-two thousand eight hundred twenty-nine and 17/100 (\$1,942,829.17)</b></p>		

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

5. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

**OAKLAND UNIFIED SCHOOL DISTRICT**

Aimee Eng 5/10/18  
 Aimee Eng, President, Date  
 Board of Education

Kyla Johnson-Trammell 5/10/18  
 Kyla Johnson-Trammell, Superintendent Date  
 Secretary, Board of Education

Timothy White 4/20  
 Timothy White, Deputy Chief Date  
 Facilities, Planning and Management

**CONTRACTOR**

Willard L. Mangrum 4/18/18  
 Contractor Signature Date

Willard L. Mangrum, Executive V.P.  
 Print Name, Title

Marion McWilliams      4/24/08  
 Marion McWilliams,      Date  
 General Counsel, Facilities, Planning and Management

**EXHIBIT "A" Scope of Work for Original Contract**

**Contractor Name: Brailsford & Dunlavey**

**Billing Rate: per Exhibit A**

1. Description of Services to be Provided

The scope of work to provide Program Management Services for consultant labor and reimbursement expenses

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

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 & Management





Invoice No: 140701217F  
 Invoice Date: 17-Jan-18  
 Period Ending: 15-Dec-17  
 Purchase Order: P1705823

**INVOICE**

Bill To:  
 Oakland Unified School District  
 955 High Street  
 Oakland, CA 94601  
 Attn: Cesar Monterrosa

Ship To:  
 Brailsford & Dunlavey  
 1140 Connecticut Avenue, Suite 400  
 Washington, DC 20036  
 Attn: Accounts Receivable

For Program Management Services from 12/1/17 through 12/15/17

Cost Category	Total Invoiced To Date	Total Previous Invoices	Current Invoice
Program Management			
Exhibit A.0 - Consultant Labor	\$ 1,932,674.78	\$ 1,882,422.93	\$ 50,251.85
Exhibit B.0 - Reimbursable Expenses	\$ 6,689.87	\$ 6,274.43	\$ 415.44
Professional Services Totals	\$ 1,939,364.65	\$ 1,888,697.36	\$ 50,667.29

Totals	\$ 1,939,364.65	\$ 1,888,697.36	\$ 50,667.29
--------	-----------------	-----------------	--------------

Contract Value	Amendments	Amended Contract Value	Previous Applications	Balance to Finish	This Application
\$ 1,927,000.00	0	\$ 1,927,000.00	\$ 1,888,697.36	\$ (12,364.65)	\$ 50,667.29

Amount Due Current Period: \$ 50,667.29

Submitted by: B&D -

Signed Willard L. Mangrum Date 1/17/18

Approved By: OUSD - Cesar Monterrosa

Signed [Signature] Date 1/18/18

Approved By: OUSD - Joe Dominguez

Signed [Signature] Date 2-20-18



RETL

90



# BRAILSFORD & DUNLAVEY

Oakland Unified School District  
Exhibit A.0 - Consultant Labor

For Program Management Services from 12/1/17 to 12/15/17

Consultant Staff	Position	Hours	Hourly Rate	Total Fee
Will Mangrum	Executive Manager	35.00	\$ 180.00	\$ 6,300.00
Chris Dunlavey	Executive Manager	0.00	\$ 180.00	\$ -
Ann Drummie	Transition PM/Start up Manager	0.00	\$ 170.00	\$ -
Aboudi Kabbani	Project Manager	80.00	\$ 145.00	\$ 11,600.00
Rico Dawson	Assistant Project Manager	69.00	\$ 120.00	\$ 8,280.00
Greg Lykken/Jalil Bazyar	Scheduler/Cost Manager	0.00	\$ 160.00	\$ -
Colland Jang, AIA	Design Manager	13.50	\$ 145.00	\$ 1,957.50
Al Anderson	Special Projects Manager	0.00	\$ 145.00	\$ -
Christina Strone	Document Control Specialist	0.00	\$ 95.00	\$ -
Ellen Clements (November)	Sr. Project Manager	83.00	\$ 159.45	\$ 13,234.35
Kyle Brower	Assistant Project Manager	74.00	\$ 120.00	\$ 8,880.00
Don Kyu	Project Controls	0.00	\$ 170.00	\$ -
Alaric Robinson	Project Manager	0.00	\$ 145.00	\$ -
Stephanie Smith	Assistant Project Manager	0.00	\$ 95.00	\$ -
Jessica Kelley	Director of Human Resources	0.00	\$ 170.00	\$ -
Caitlin Sanchez	Human Resources Assistant	0.00	\$ 120.00	\$ -
<b>Subtotal</b>		<b>354.50</b>		<b>\$ 50,251.85</b>





Oakland Unified School District  
Local Business Enterprise Participation  
Monthly Tracking Worksheet

<b>Project Name</b>	<b>Program Management Services</b>
Project No.	
Program Manager	Brailsford & Dunlavey
Payment Application No.	
Payment Application Month / Year	Dec-17

Total Bid Dollar Amount	\$1,927,000.00
Total LBE Dollar Amount at Bid Time	\$1,117,660.00
<b>Total LBE % at Bid Time</b>	<b>58%</b>

Current Total Billed to Date	<b>\$662,895.43</b>
Current Total Billed LBE % to Date	<b>34.40%</b>

Previous Cumulative Total LBE Dollar Amount	\$660,937.93
LBE Amount this Payment Application	\$1,957.50
Current Cumulative Total LBE Dollar Amount	\$662,895.43
Current Cumulative Total LBE % of Total Contract	34.40%

No.	LBE Type	Contractor / Subcontractor Name	Trade	Proposed Local Business Enterprise Dollar Amount At Bid Time	Previous Cumulative Local Business Enterprise Dollar Amount	Amount this Payment Application			Current Cumulative Local Business Dollar Amount	Remaining LBE Participation (Bid Time vs Current Cumulative)	Current Cumulative LBE %
						Local Business Enterprise Dollar Amount (LBE)	Small Local Business Enterprise Dollar Amount (SLBE)	Small Local Resident Business Enterprise Dollar Amount (SLRBE)			
1	SLBRE	Colland Jang Architecture	PM Services	\$1,117,660.00	<b>\$660,937.93</b>	\$0.00	\$0.00	<b>\$1,957.50</b>	\$662,895.43	\$454,764.57	
2	SLRBE	CB Management Group	PM Services		<b>\$0.00</b>	\$0.00	\$0.00	<b>\$0.00</b>	\$0.00	\$0.00	
				\$1,117,660.00	\$660,937.93	\$0.00	\$0.00	\$1,957.50	\$662,895.43	\$454,764.57	34.40%



# Invoice

2500 Wallington Way  
 Suite 208  
 Marriottsville, MD 21104

Date	Invoice #
12/5/2017	2017 - 1435

Bill To

Brallsford and Dunlavy  
 1140 Connecticut Ave. NW  
 Suite 400  
 Washington, DC 20036

P.O. No.	Due Date
Ellen Clements	12/30/2017

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
Program ...	Ellen Clements-Sr. Program Manager  Period of December 1, 2017	165828.00			3	159.45	0.29%	0.29%	478.35
<b>Total</b>									\$478.35
<b>Payments/Credits</b>									\$0.00
<b>Balance Due</b>									\$478.35





Report Dates: Dec 1—Dec 1, 2017

<b>1.00</b>	<b>1.00</b>	<b>2.00</b>	<b>3.00</b>
Straight	Regular	Overtime	Total Hours
	<b>0.00</b>		
	PTO		

Ellen Clements *B&D-Newton*

1.00 2.00 3.00

**Job Breakout**

Brailsford and Dunlavy > Ellen Clements: 3.00 hrs

**Overtime Details**

Week of Nov 25 - Dec 01: 2.00 hrs OT

Date	Day	In	Out	Hours	Day Total	Week Total	Customer	Notes
Week 1								
12/01/2017	Fri (tz:-8.0)			3.00	3.00	3.00	Brailsford and Dunlavy > Ellen Clements	

Report generated on Dec 5, 11:21am by RealStreet Book-Keeper



# Invoice

Date	Invoice #
12/12/2017	2017 - 1485

2500 Wallington Way  
 Suite 208  
 Marriottsville, MD 21104

<b>Bill To</b>
Brailsford and Dunlavy 1140 Connecticut Ave. NW Suite 400 Washington, DC 20036

P.O. No.	Due Date
Ellen Clements	1/6/2018

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
Program ...	Ellen Clements-Sr. Program Manager  Period of December 2-8, 2017	165828.00	478.35	0.29%	40	159.45	3.85%	4.14%	6,378.00
						<b>Total</b>	<b>\$6,378.00</b>		
						<b>Payments/Credits</b>	<b>\$0.00</b>		
						<b>Balance Due</b>	<b>\$6,378.00</b>		



Report Dates: Dec 2—Dec 8, 2017

<b>40.00</b>	<b>40.00</b>	<b>3.00</b>	<b>43.00</b>
Straight	Regular	Overtime	Total Hours
	<b>0.00</b>		
	PTD		

Ellen Clements *BSD-Newton*

40.00 3.00 43.00

**Job Breakout**

Brailsford and Dunlavy > Ellen Clements: 43.00 hrs

**Overtime Details**

Week of Dec 02 - Dec 08: 3.00 hrs OT

Date	Day	In	Out	Hours	Day Total	Week Total	Customer	Notes
Week 1								
12/03/2017	Sun (tz:-8.0)			2.00	2.00	2.00	Brailsford and Dunlavy > Ellen Clements	
12/04/2017	Mon (tz:-8.0)			9.00	9.00	11.00	Brailsford and Dunlavy > Ellen Clements	
12/05/2017	Tue (tz:-8.0)			9.00	9.00	20.00	Brailsford and Dunlavy > Ellen Clements	
12/06/2017	Wed (tz:-8.0)			8.00	8.00	28.00	Brailsford and Dunlavy > Ellen Clements	
12/07/2017	Thu (tz:-8.0)			8.00	8.00	36.00	Brailsford and Dunlavy > Ellen Clements	
12/08/2017	Fri (tz:-8.0)			7.00	7.00	43.00	Brailsford and Dunlavy > Ellen Clements	

Report generated on Dec 12, 5:19pm by RealStreet Book-Keeper





# Invoice

Date	Invoice #
12/18/2017	2017 - 1507

2500 Wallington Way  
 Suite 208  
 Marriottsville, MD 21104

<b>Bill To</b>
Brailsford and Dunlavy 1140 Connecticut Ave. NW Suite 400 Washington, DC 20036

P.O. No.	Due Date
Ellen Clements	1/12/2018

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
Program ...	Ellen Clements-Sr. Program Manager  Period of December 9-15, 2017	165828.00	6,856.35	4.14%	40	159.45	3.85%	7.98%	6,378.00
						<b>Total</b>	<b>\$6,378.00</b>		
						<b>Payments/Credits</b>	<b>\$0.00</b>		
						<b>Balance Due</b>	<b>\$6,378.00</b>		



Report Dates: Dec 9—Dec 15, 2017

<b>40.00</b>	<b>40.00</b>	<b>3.00</b>	<b>43.00</b>
Straight	Regular	Overtime	Total Hours
	<b>0.00</b>		
	PTD		

Ellen Clements *B&D-Newton*

40.00 3.00 43.00

**Job Breakout**

Brailsford and Dunlavy > Ellen Clements-B&D: 43.00 hrs

**Overtime Details**

Week of Dec 09 - Dec 15: 3.00 hrs OT

Date	Day	In	Out	Hours	Day Total	Week Total	Customer	Notes
Week 1								
12/09/2017	Sat (tz:-8.0)			2.00	2.00	2.00	Brailsford and Dunlavy > Ellen Clements-B&D	
12/10/2017	Sun (tz:-8.0)			3.00	3.00	5.00	Brailsford and Dunlavy > Ellen Clements-B&D	
12/11/2017	Mon (tz:-8.0)			9.00	9.00	14.00	Brailsford and Dunlavy > Ellen Clements-B&D	
12/12/2017	Tue (tz:-8.0)			9.00	9.00	23.00	Brailsford and Dunlavy > Ellen Clements-B&D	
12/13/2017	Wed (tz:-8.0)			9.00	9.00	32.00	Brailsford and Dunlavy > Ellen Clements-B&D	
12/14/2017	Thu (tz:-8.0)			8.00	8.00	40.00	Brailsford and Dunlavy > Ellen Clements-B&D	
12/15/2017	Fri (tz:-8.0)			3.00	3.00	43.00	Brailsford and Dunlavy > Ellen Clements-B&D	

Report generated on Dec 18, 3:19pm by RealStreet Book-Keeper



Colland Jang Architecture

<b>Consultant's Name:</b> Colland Jang Architecture		<b>Date:</b> January 3, 2018	
<b>Address:</b> 211 Tenth Street, Suite 328		<b>State:</b> California	<b>Zip Code:</b> 94607
<b>1. TO:</b> Brailsford & Dunlavey, Inc.  Attn: Willard L. Mangrum, Executive Vice President Brailsford & Dunlavey, Inc. 1140 Connecticut Avenue, Suite 400 Washington, DC 20036		<b>2. REGARDING:</b>  Project Title: Program Management Agreement Number: B&D-CJA-011317 School: Site No.: Project No.: OUSD Enactment No.16-1855 DCA No.:	
<b>3. Invoice No.: 17B&amp;D-CJA12</b>		<b>Period Starting: December 1, 2017</b>	
		<b>Ending: December 15, 2017</b>	
<b>4. BASIC FEE:</b> Payment requested (Attach itemized charges for consultant and subconsultants listing names, hours worked, hourly rate and total per person)			
Original Contract Agreement: \$602,040.00		\$ 602,040.00	
Amended Maximum Fee Amount (plus Amendments #1, #2 and #3)		\$ 821,015.00	
a) Total previously billed-basic fee		\$ 653,487.93	
b) This Basic Fee Billing		\$ 1,957.50	
c) Basic Fee Billed to Date (Includes this Billing)		\$ 655,445.43	
d) Basic Fee Remaining		\$ 165,569.57	
<b>5. REIMBURSABLE EXPENSES:</b>			
Payment Requested (Attach copies of all billings)		\$ 223.50	
<b>6. TOTAL PAYMENT REQUESTED: (4b plus 5)</b>		<b>\$ 2,181.00</b>	
<b>7. PROJECT STATUS:</b>			
Name of person preparing report: Colland Jang		_____ %	
Percent of actual project agreement completed: 79.8%		79.8% _____ %	
<b>8. SUBMITTED BY: Consultant</b>			
Name of person preparing report: Colland Jang		_____	
Approved By: Colland Jang		January 3, 2018	
Name (Print/Type)		Signature	
		Date	
<b>9. APPROVAL: Brailsford &amp; Dunlavey, Inc.</b>			
Program Director: _____		Charge to Department: _____	
Date		Date	
		Backcharge to Funding Source: _____	
		Date	



	A	B	C	D	E
1	Colland Jang timesheet for December 2017				
2					
3	<b>Project Number / Name</b>	<b>Name</b>	<b>Date</b>	<b>Hours</b>	<b>Notes</b>
4					
5	DMRELC - #15124	Colland Jang	12/7/2017	7.5	Revised 1000 Broadway Rent Payment Projection
6	DMRELC - #15124	Colland Jang	12/8/2017	5.5	Revised 1000 Broadway Rent Payment Projection / Provide Replies to Joe's Lease Questions
7					
8	DMRELC - #15124	Colland Jang	12/14/2017	0.5	Assemble and Distribute Info on 1000 Broadway Early Move Scenarios
9					
10					
11	Colland Jang Timesheet for December 2017			13.5	hours
12					
13	Bill to B&D @\$145 per hour			\$ 1,957.50	



Oakland Fire Department, Fire Prevention Bureau  
 250 Frank H. Ogawa Plaza, Ste. 3341  
 Oakland, CA 94612-2032



(510) 238-3881  
 TTY (510) 238-6884

## Inspection Work Order

<b>Business Name:</b>	Oakland Unified Schood District	<b>Reason:</b>	New Construction
<b>Address:</b>	1025 2ND AVE	<b>Scheduled:</b>	2017-10-30 1:10PM
<b>Job (Insp Ref#):</b>	2017-40816	<b>Assigned To:</b>	Andrawes ,Kamal

**Comments:** 10/30/17 - Consultation w/engineer re preliminary plans - paid \$223.50. dl

**Invoice #** 2017-38937  
**Invoice Amount** 223.50

City of Oakland  
 Fire Prevention  
 City of Oakland  
 Oakland, CA 94612

#152855  
 Oct 30 2017 01:13 pm Trans#166384

### TRANSACTION RECORD

Card Number : \*\*\*\*\*8993  
 Card Entry : SWIPED  
 Account : VISA  
 Trans Type : PURCHASE  
 Amount : \$223.50

Auth # : 030407  
 Sequence # : 000004  
 Reference # : 00000004  
 Terminal # : 001  
 Date : 17/10/30  
 Time : 13:13:09

APPROVED

\*\*\* CUSTOMER COPY \*\*\*





BRAI&amp;DU-01

NCHANDUVI

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2017

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

<b>PRODUCER</b> Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (703) 827-2277      FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> RLI Insurance Company A+, XI	<b>NAIC #</b> 13056
<b>INSURER B :</b> Continental Insurance Company A(XV)	35289
<b>INSURER C :</b> Admiral Insurance Company	24856
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**INSURED**  
  
 Brailsford & Dunlavy  
 1140 Connecticut Ave NW Ste 400  
 Washington, DC 20036

**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			PSB0003063	01/01/2018	01/01/2019	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 checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0001125	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			6045827331	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 9,000,000
							AGGREGATE \$ 9,000,000
							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			PSW0001703	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <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
C	Professional Liab.			EO0000097221	01/01/2018	01/01/2019	Per Claim/Aggregate 2,000,000

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

Oakland Unified School District is included as additional insured with respects to General Liability, Auto Liability, and Umbrella Liability when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District  
 Attn - Risk Management  
 900 High Street  
 Oakland, CA 94601

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

AUTHORIZED REPRESENTATIVE

*James J. Keating*



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack<sup>®</sup> FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY**

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**





Board Office Use: Legislative File Info.	
File ID Number	16-2496
Introduction Date	11-30-2016
Enactment Number	16-1855
Enactment Date	11/30/16



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
By: Vernon Hal, Senior Business Manager  
Joe Dominguez, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** November 30, 2016

**Subject** Agreement for Program Management - (Greater than \$87,700) - Brailsford & Dunlavey - Division of Facilities Planning and Management Project

**Action Requested** Approval by the Board of Education of an Agreement for Program Management between District and Brailsford & Dunlavey, Washington, D.C., for the latter to provide Program Management Services, in conjunction with the Division of 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, for the period commencing December 1, 2016 and concluding no later than November 30, 2017 in an amount not to exceed \$1,927,000.00.

**Discussion** The consultant is to Program Management for the Capital Bond Program.

**LBP (Local Business Participation Percentage)** 0.00% (Specialty Services)

**Recommendation** Approval by the Board of Education of an Agreement for Program Management between District and Brailsford & Dunlavey, Washington, D.C., for the latter to provide Program Management Services, in conjunction with the Division of 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, for the period commencing December 1, 2016 and concluding no later than November 30, 2017 in an amount not to exceed \$1,927,000.00.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

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

1



**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:** Brailsford & Dunlavey

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

**Contract Term:** Intended Start: 12/1/2016      Intended End: 11/30/2018

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$1,927,000.00

**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?**

RFQ process

**Summarize the services this Vendor will be providing.**

Provide Program Management to the Facilities Department and Captial Bond Program. Includes \$20,000 contingency.

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

If No, please answer the following:

1) How did you determine the price is competitive?

Negotiations



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**

**AGREEMENT FOR PROGRAM MANAGEMENT SERVICES  
BETWEEN  
OAKLAND UNIFIED SCHOOL DISTRICT  
AND  
BRAILSFORD & DUNLAVEY, INC.**

r

**AGREEMENT FOR PROGRAM MANAGEMENT SERVICES  
BETWEEN  
OAKLAND UNIFIED SCHOOL DISTRICT  
AND  
BRAILSFORD & DUNLAVEY, INC.**

**AGREEMENT FOR PROGRAM MANAGEMENT SERVICES  
 BETWEEN  
 OAKLAND UNIFIED SCHOOL DISTRICT  
 AND  
 BRAILSFORD & DUNLAVEY, INC.**

**TABLE OF CONTENTS**

Article 1.	DEFINITIONS.....	1
Article 2.	SCOPE, RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER .....	2
Article 3.	PROGRAM MANAGER STAFF.....	2
Article 4.	SCHEDULE OF WORK.....	3
Article 5.	CONSTRUCTION COST BUDGET .....	3
Article 6.	FEE AND METHOD OF PAYMENT .....	5
Article 7.	PAYMENT FOR EXTRA SERVICES .....	5
Article 8.	OWNERSHIP OF DATA.....	5
Article 9.	TERMINATION OF CONTRACT .....	5
Article 10.	INDEMNITY .....	6
Article 11.	FINGERPRINTING.....	7
Article 12.	RESPONSIBILITIES OF THE DISTRICT.....	7
Article 13.	LIABILITY OF DISTRICT .....	9
Article 14.	INSURANCE.....	10
Article 15.	NONDISCRIMINATION .....	112
Article 16.	COVENANT AGAINST CONTINGENT FEES .....	112
Article 17.	ENTIRE AGREEMENT/MODIFICATION .....	123
Article 18.	NON-ASSIGNMENT OF AGREEMENT .....	123
Article 19.	LAW, VENUE.....	123
Article 20.	ALTERNATIVE DISPUTE RESOLUTION .....	123
Article 21.	SEVERABILITY .....	123
Article 22.	EMPLOYMENT STATUS .....	124
Article 23.	WARRANTY OF PROJECT MANAGER .....	135
Article 24.	COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS.....	145
Article 25.	COMMUNICATIONS / NOTICE.....	145
Article 26.	DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION.....	146
Article 27.	OTHER PROVISIONS.....	146
<b>EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER</b>		<b>A-1</b>
<b>EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA WORK</b>		<b>B-1</b>
<b>EXHIBIT "C" – SCHEDULE OF WORK</b>		<b>C-1</b>
<b>EXHIBIT "D" – FEE SCHEDULE</b>		<b>D-1</b>
<b>EXHIBIT "E" – FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION</b>		<b>E-1</b>



## AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

This Agreement for Program Management Services ("Agreement") is made as of the 30th day of November, 2016, between the **Oakland Unified School District** ("District") and **Brallsford & Dunlavey, Inc.** ("Program Manager") (collectively, the "Parties"), for the program management and administration of the District's ongoing and future Bond Program and Capital Projects ("Project") (See **Exhibit "A"** for Project scope).

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s).

That for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### Article 1. DEFINITIONS

- 1.1. In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s). The Architect is a member of the Design Team
  - 1.1.3. **Construction Manager:** Construction Manager hired to perform construction management services for the District, including all Consultant(s) to the Construction Manager.
  - 1.1.4. **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.
  - 1.1.5. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Design Team, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Project Manager, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.
  - 1.1.6. **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Project Manager.
  - 1.1.7. **Design Team:** The architect(s), engineer(s), and other designer(s) that the District designates as designing all or a portion of the Project, including all consultants to the architect(s), engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor.
  - 1.1.8. **DSA:** The Division of the State Architect.

- 1.1.9. **Extra Services:** Extra Services are defined in Article 7 and **Exhibit "B."**
- 1.1.10. **Fee:** The Project Manager's Fee is defined herein, payable as set forth herein and in **Exhibit "D."**
- 1.1.1. **Program Manager:** The entity listed in the first paragraph of this Agreement, including all Consultant(s) to the Program Manager.
- 1.1.2. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Program Manager is required to perform.

**SCOPE, RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER**

- 1.1. **Scope:** Program Manager shall provide the Services described herein and under **Exhibit "A"** for the Project. The parties agree that the Program Manager's Services described herein are based on a program manager with construction manager structure on the Project(s). The District reserves the right to change this structure including, without limitation, utilizing a program manager / Project Manager / multiple-prime structure, a design-build structure, or a lease-leaseback structure, each of which the Parties agree may require the Program Manager's Fee and Scope as well as certain terms and conditions of this Agreement to be adjusted by an amendment, in writing and signed by both Parties.
- 1.2. **Coordination:** In the performance of Program Manager's services under this Agreement, Program Manager agrees that it will maintain such coordination with District personnel and/or its designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, and the persons responsible for operation of the District's Labor Compliance Program, if any. If the Program Manager employs sub-consultant(s), the Program Manager shall ensure that its contract(s) with its sub-consultant(s) include language notifying the sub-consultant(s) of the District's Labor Compliance Program, if any.
- 1.3. **Program Manager's Services:** Program Manager shall act as the District's agent to render the services and furnish the work as described in **Exhibit "A,"** which will commence upon the receipt of a Notice to Proceed signed by the District representative. Program Manager's services will be completed in accordance with the schedule attached as **Exhibit "C."**

**Article 2. PROGRAM MANAGER STAFF**

- 2.1. The Program Manager has been selected to perform the work herein because of the skills and expertise of key individuals.
- 2.2. The Program Manager agrees that the following key people in Program Manager's firm shall be associated with the Project in the following capacities:



Personnel Classification	Title	Percentage Committed to Project
Will Mangrum	Executive Manager	20%
Ann Drummie	Transition PM/Start up Manager	50%
Colland Jang, AIA	Design Manager	100%
Vincent Johnson	Constructability Manager	100%
Al Anderson	Special Projects Manager	100%
Jamie Ramos	DSA Closeout/Doc Controls	20%
Greg Lykken/Jalil Bazyar	Scheduler/Cost Manager	50%
Aboudi Kabbani	Project Manager	100%
Rico Dawson	Assistant Project Manager	100%

- 2.3. The Program Manager shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Program Manager. In either case, District shall be allowed to interview and approve replacement personnel.
- 2.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Program Manager shall immediately remove that person from the Project and provide a temporary replacement. Program Manager shall within fourteen (14) days identify a permanent replacement person acceptable to the District. All lead or key personnel for any Consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.
- 2.5. Program Manager represents that the Program Manager has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by Program Manager.

**Article 3. SCHEDULE OF WORK**

The Program Manager shall commence work under this Agreement upon receipt of a Notice to Proceed, and shall prosecute the work diligently as described in Exhibit "A". It is anticipated that this Notice will be provided on or about December 1, 2016, and that the month of December will comprise a period of transition during which Program Manager will develop a sufficient understanding of and familiarity with the Project to assume full responsibilities under this Agreement by January 2, 2017. Program Manager will have thirty (30) days from that date to achieve a fully staffed Project as detailed in Exhibit "A". Time is of the essence. But for events outside of Program Manager's reasonable control, a failure to timely perform the work specified in this Agreement may be deemed a material breach of this Agreement.

**Article 4. CONSTRUCTION COST BUDGET**

- 4.1. The Program Manager shall have responsibility to develop, review, and

reconcile the Construction Cost Budget with the Design Team and the District throughout the design process and construction.

- 4.2. The Construction Cost Budget shall be the total cost to District of all elements of the Project designed or specified by the Project design professional(s). The Construction Cost Budget does not include the compensation of the Program Manager, the Project design professional(s), sub-consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.
- 4.3. Program Manager shall work cooperatively with the Project design professional(s) during the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the construction cost of the work designed by the Project design professional(s) will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. The Program Manager shall notify the District if it believes the construction cost of the work by the Project design professional(s) will exceed the Construction Cost Budget. The Program Manager, however, shall not perform or be responsible for any design or architectural services.
- 4.4. Evaluations of the District's Construction Budget, and preliminary and detailed cost estimates prepared by the Program Manager, represent the Program Manager's best judgment as a professional familiar with the construction industry, based on similar projects in similar locations under similar circumstances.
- 4.5. If the Bidding Phase has not commenced within ninety (90) days after DSA approval, the Construction Cost Budget shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 4.6. If any of the following events occur:
  - 4.6.1. If the lowest responsive base bid received is in excess of ten percent (10%) of the Construction Cost Budget, or
  - 4.6.2. If the combined total of base bid and all additive alternates come in fifteen percent (15%) or more under the Construction Cost Budget, or
  - 4.6.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy, then the District, in its sole discretion, has one or a combination of the following alternatives:
    - 4.6.3.1. Give the Program Manager written approval on an agreed adjustment to the Construction Cost Budget.
    - 4.6.3.2. Authorize the Program Manager to re-negotiate, where



appropriate, re-bid one or more Projects within three (3) months' time (exclusive of District and other agencies' review time).

4.6.3.3. Instruct the Project design professional(s) to revise the drawings and specifications to bring the Project within the Construction Cost Budget for re-bidding, with Program Manager's performing cost estimating, value engineering, and/or bidding support at no additional cost to the District.

4.7. The Construction Cost Budget shall be reconciled at the completion of each design phase.

**Article 5. FEE AND METHOD OF PAYMENT**

- 5.1. District shall pay Program Manager for all services contracted for under this Agreement on an hourly basis pursuant to the Fee Schedule attached to **Exhibit "D."**
- 5.2. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Program Manager's error.
- 5.3. The Program Manager's Fee set forth in this Agreement shall be full compensation for all of Program Manager's Services incurred in the performance hereof as indicated in **Exhibit "D"**, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."** ("Fee")

**Article 6. PAYMENT FOR EXTRA SERVICES**

- 6.1. District-authorized Services outside of the scope in Exhibit "A" or District-authorized reimbursables not included in Program Manager's Fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Services were authorized in writing in advance by the District and that the Extra Services have been satisfactorily completed.
- 6.2. A written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost shall be submitted by the Program Manager to the District for written approval before proceeding with any Extra Services.

**Article 7. OWNERSHIP OF DATA**

After completion of the Project or after termination of this Agreement, Program Manager shall deliver to District a complete set of Project records, including without limitation all documents generated by Program Manager, copies of all documents exchanged with or copied to or from all other Project participants, and all closeout documents. Said Project records shall be indexed and appropriately organized for easy use by District personnel. All Project records are property of the District, whether or not those records are



in the Project Manager's possession.

## **Article 8. TERMINATION OF CONTRACT**

- 8.1. If Program Manager fails to perform Program Manager's duties to the satisfaction of the District, in its reasonable opinion, or If Program Manager fails to fulfill in a timely and professional manner Program Manager's material obligations under this Agreement, or If Program Manager shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, with a notice period of thirty days provided to the Program Manager, during which time the Program Manager will have opportunity to cure. In the event of a termination pursuant to this subdivision, Program Manager may invoice District for all work performed until the termination date thirty days following the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Program Manager's actions, errors, or omissions that caused the District to terminate the Program Manager, pending resolution of the dispute.
- 8.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience with a period of notice of at least sixty days. In the event of a termination for convenience, Program Manager may invoice District and District shall pay all undisputed invoice(s) for work performed until the termination date sixty days following the notice of termination. This shall be the only amount(s) potentially owing to Program Manager's if there is a termination for convenience.
- 8.3. The Program Manager has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to take steps to cure such material default within thirty (30) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Program Manager. Such termination shall be effective after receipt of written notice from Project Manager to the District.
- 8.4. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 8.5. If, at any time in the progress of the Project, the governing board of the District determines that the Project should be terminated, the Program Manager, upon written notice from the District of such termination, shall immediately cease work on the Project. The District shall pay the Program Manager only the Fee associated with the Services provided, since the last invoice that has been paid and up to the termination date sixty days (60) following the notice of termination.
- 8.6. If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the Program Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the Program Manager's compensation shall be equitably adjusted to provide for expenses incurred in



the resumption of the Program Manager's services. Upon resumption of the Project after suspension, the Program Manager will take reasonable efforts to maintain the same Project staff, but the District understands and accepts that Program Manager cannot guarantee this result.

- 8.7. On a quarterly basis Program Manager shall meet and review the planned Services with the Deputy Chief of Facilities Planning & Management to establish the minimum Services to be provided for the succeeding quarter. This meeting shall establish the expected percentage of full time effort for each contracted position to be guaranteed as the mutually agreed Services under this Agreement. The intent of this clause is to allow for the potential reduction of Services if the District is able to increase the in-house capacity to fulfill program goals.

#### **Article 9. INDEMNITY**

- 9.1. To the furthest extent permitted by California law, Program Manager shall defend, indemnify and hold free and harmless the District, its agents, representative, 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 ("Claims"), to property or persons, including personal injury and/or death, directly or indirectly arising out of, connected with, or resulting from the performance of the services, the Project, or this Agreement unless a Claim is caused by the sole negligence or sole willful misconduct of the Indemnified parties.
- 9.2. Program Manager shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified parties in any Claim. Program Manager shall also reimburse District for the cost of any settlement paid by District arising out of any Claim, reasonably related to the Program Manager's scope of services under this contract. Program Manager shall reimburse the indemnified parties for any and all legal expenses and costs, including attorneys' fees, expert witness fees and consultant fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided to the extent caused by the above agreement to indemnify. Program Manager's obligation to indemnify shall be restricted to the limits of insurance proceeds, if any, received by the indemnified parties. District shall have the right to accept or reject any legal representation that Program Manager proposes to defend the indemnified parties.

#### **Article 10. FINGERPRINTING**

- 10.1. Unless the District has determined pursuant to Education Code section 45125.2 that on the basis of scope of work in this Agreement that Program Manager and its subcontractors and employees will have only limited contact with pupils, the Program Manager shall comply with the provisions of Education Code section 45125.01 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Program Manager shall not permit any employee to have any contact with District pupils until



such time as the Program Manager 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 Program Manager's responsibility shall extend to all employees, agents, and employees or agents of its subcontracts regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Program Manager. Verification of compliance with this section and the Criminal Background Investigation Certification (**Exhibit "E"**) shall be provided in writing to the District prior to each individual's commencement of employment or participation on the Project and prior to permitting contact with any student.

- 10.2. No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
- 10.3. Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.

#### **Article 11. RESPONSIBILITIES OF THE DISTRICT**

- 11.1. Program Manager may reasonably rely on the accuracy and completeness of information provided by the District.
- 11.2. The District shall examine the documents submitted by the Program Manager and shall render decisions so as to avoid unreasonable delay in the process of the Program Manager's services.
- 11.3. The District shall provide to the Program Manager complete information regarding the District's requirements for the Project.
- 11.4. The District shall retain design professional(s) whose services, duties and responsibilities shall be described in written agreement(s) between the District and design professional(s).
- 11.5. The District shall retain construction professional(s) and consultant(s), whose services, duties and responsibilities shall be described in written agreement(s) between the District and construction professional(s) and consultant(s).
- 11.6. The District shall, in a timely manner, and with Program Manager's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to Program Manager's and/or the design professional(s) duties to recommend or provide same.
- 11.7. The District, its representatives, and consultants shall communicate with the project's prime contractor either directly or through the Program Manager; however, the Program Manager shall be copied on all such communications or otherwise not be held responsible for the results thereof.
- 11.8. During the Construction Phase of the Project, the District may require that the contractors submit all notices and communication relating to the Project directly



to the Program Manager.

- 11.9. The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's representative for the Project shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

#### **Article 12. LIABILITY OF DISTRICT**

- 12.1. Other than as provided in this Agreement, District's 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.
- 12.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Program Manager, or by its employees, even though such equipment be furnished or loaned to Program Manager by District.

#### **Article 13. INSURANCE**

- 13.1. Program Manager shall procure prior to commencement of the work of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Program Manager, their agents, representatives, employees and sub-consultant(s).
- 13.2. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
- 13.2.1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 13.2.2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 13.2.3. **Workers' Compensation.** Statutory limits required by the State of California.
- 13.2.4. **Employer's Liability.** One million dollars (\$1,000,000) per accident for bodily injury or disease.

- 13.2.5. **Professional Liability.** This insurance shall cover the Program Manager and his/her sub-consultant(s) for two million dollars (\$2,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 13.2.6. **Pollution Legal Liability.** Legal Liability coverage for bodily injury, property damage, environmental damage, emergency response expense, claim expense and business interruption costs caused by pollution incidents arising from Consultant's performance of any portion of the Services. One million dollars (\$1,000,000) per occurrence. The policy must contain terms or endorsements extending coverage that requires the insurer to indemnify for negligent acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 13.2.7. **Umbrella.** A five million dollar (\$5,000,000) overall umbrella policy coverage.
- 13.3. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- 13.4. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention exceeding \$25,000 must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or the Program Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 13.5. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 13.5.1. All policies except for the professional insurance policy shall be written on an occurrence form
- 13.5.2. The District, the Program Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Program Manager; instruments of service and completed operations of the Program Manager; premises owned, occupied or used by the Program Manager; or automobiles owned, leased, hired or borrowed by the Program Manager. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
- 13.5.3. For any claims related to this project, the Program Manager's insurance coverage shall be primary insurance as respects the



Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Project Manager's insurance and shall not contribute with it.

13.5.4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

13.5.5. The Program Manager's insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

13.5.6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

13.6. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII.

13.7. **Verification of Coverage:** Program Manager shall furnish the District with:

13.7.1. Certificates of Insurance showing maintenance of the required insurance coverage;

13.7.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

#### **Article 14. NONDISCRIMINATION**

Program Manager agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical disability, sex, or sexual orientation of such person. Program Manager shall comply with any and all regulations and laws governing nondiscrimination in employment.

#### **Article 15. COVENANT AGAINST CONTINGENT FEES**

Program Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Program Manager, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Program Manager, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee,



gift, or contingency.

**Article 16. ENTIRE AGREEMENT/MODIFICATION**

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Program Manager shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Program Manager specifically acknowledges that in entering this Agreement, Program Manager relies solely upon the provisions contained in this Agreement and no others.

**Article 17. NON-ASSIGNMENT OF AGREEMENT**

In as much as this Agreement is intended to secure the specialized services of the Program Manager, Program Manager may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Project Manager and any such assignment, transfer, delegation or sublease without Project Manager's prior written consent shall be considered null and void.

**Article 18. LAW, VENUE**

- 18.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 18.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**Article 19. ALTERNATIVE DISPUTE RESOLUTION**

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.

**Article 20. SEVERABILITY**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**Article 21. EMPLOYMENT STATUS**

- 21.1. Program Manager shall, during the entire term of Agreement, be construed to



be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Program Manager performs the services which are the subject matter of this Agreement; provided always, however, that the services to be provided by Program Manager shall be provided in a manner consistent with all applicable standards and regulations governing such services.

- 21.2. Program Manager understands and agrees that the Program Manager's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 21.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Program Manager is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Program Manager which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 21.4. Should a relevant taxing authority determine a liability for past services performed by Program Manager for District, upon notification of such fact by District, Program Manager shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Program Manager under this Agreement (again, offsetting any amounts already paid by Program Manager which can be applied as a credit against such liability).]
- 21.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Program Manager shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Program Manager is an employee for any other purpose, then Program Manager agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Project Manager was not an employee.
- 21.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

## **Article 22. WARRANTY OF PROJECT MANAGER**

- 22.1. Program Manager certifies that it is aware of the provisions of the Labor Code of the State of California, that 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 it certifies that it will comply with those provisions before commencing the performance of the work of this Agreement.

- 22.2. Program Manager certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Program Manager is performing work as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Program Manager agrees to fully comply with and to require its sub-consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

**Article 23. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS**

Project Manager shall be responsible for compliance with California Government Code section 7550, if the total cost of the contract is over five thousand dollars (\$5,000).

**Article 24. COMMUNICATIONS / NOTICE**

Communications between the Parties to this Agreement may be sent to the following addresses:

<b>District</b> Oakland Unified School District Department of Facilities Planning and Management 955 High Street Oakland, CA 94601 ATTN: Joe Dominguez, Deputy Chief	<b>Project Manager</b> Brallsford & Dunlavey, Inc. 1140 Connecticut Ave., NW Suite 400 Washington, D.C. 20036 ATTN: Chris Dunlavey
---	--

Program Manager and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**Article 25. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). This Project may use funds allocated under the Act. Therefore, to the extent feasible, the Project Manager shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract, and documentation demonstrating the Project Manager's good faith efforts to meet these goals.

**Article 26. S/SL/SLRBE LOCAL BUSINESS REQUIREMENTS**

- 26.1. Under the S/SL/SLRBE, Project Manager is required to maintain the



mandatory local participation percentages as memorialized in the District's Local Business Policy and the Request for Proposals allied with this Agreement, and provided additional services including, but not limited to the following:

- 26.1.1. Conduct outreach activities to encourage the participation and attendance of local /small / resident Oakland area businesses at pre-construction bidders' conferences, OUSD sponsored events, community meetings, etc.;
- 26.1.2. Provide assistance to identified local /small / resident Oakland area businesses to facilitate a better understanding of OUSD's procurement and contracting practices;
- 26.1.3. Foster and maintain relationships with appropriate associations, industries, organizations, etc. in order to communicate, promote and facilitate utilization of the Program;
- 26.1.4. Develop partnerships with larger companies that will provide training and capacity building opportunities to Oakland area small businesses;
- 26.1.5. Manage, operate and evaluate Program components and provide adequate staff and resources to insure that contractors and subcontractors bidding on OUSD projects are in compliance of with the stated mandatory requirements of the Program;
- 26.1.6. Provide support services to local businesses to enhance bonding capacity, financial assistance and business development opportunities, job screening and training, mentor programs and other services.

## **Article 27. OTHER PROVISIONS**

- 27.1. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Project Manager shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Program Manager's performance of the services furnished under this Agreement to the standard of care of the Program Manager for its Services, which shall be, at a minimum, the standard of care of Program Managers performing similar work for California school districts at or around the same time and in or around the same geographic area of the District.
- 27.2. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any Party as the drafter of the Agreement.

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.

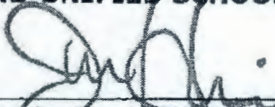
<https://www.sam.gov/portal/public/SAM>

Susie Butler-Berkley 11. 14. 2016


Susie Butler-Berkley  
Contract Analyst

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

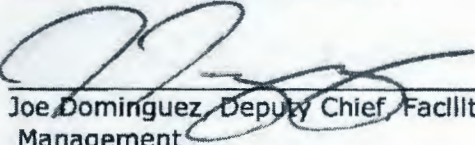
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
James Harris, President, Board of Education

12/1/16  
Date

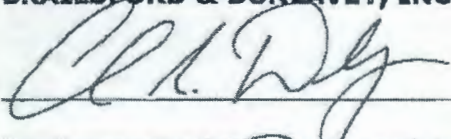
  
\_\_\_\_\_  
Antwan Wilson, Superintendent and Secretary, Board of Education

12/1/16  
Date

  
\_\_\_\_\_  
Joe Dominguez, Deputy Chief, Facilities Planning and Management

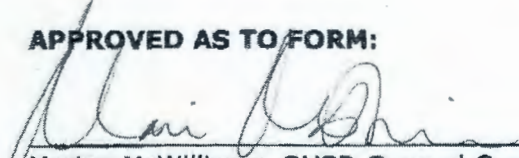
\_\_\_\_\_  
Date

**BRAILSFORD & DUNLAVEY, INC.**

  
\_\_\_\_\_  
By: CHRISTOPHERS. DUNLAVEY Its: PRESIDENT

11.14.16  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Marion McWilliams, OUSD General Counsel

11/14/16  
Date



**Exhibit A**

**EXHIBIT "A"**  
**RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER**

Program Manager shall provide professional services necessary for completing the following:

**1. BASIC SERVICES**

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Advise the District as to the regulatory agencies that have jurisdiction over the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation the Division of the State Architect and the Office of Public School Construction.
- 1.3. Contract for or employ, at Program Manager's expense, Consultant(s) to the extent deemed necessary for Program Manager's services. Nothing in the foregoing shall create any contractual relationship between the District and any Consultant(s) employed by the Program Manager under terms of this Agreement.
- 1.4. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 1.5. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), of the Site Committee meetings, and of construction meetings during the course of the projects. Program Manager shall invite the District and/or its representative to participate in these meetings. Program Manager shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.
- 1.6. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Program Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Program



Manager. Program Manager shall, without additional compensation, correct or revise any errors or omissions in the deliverables it generates.

- 1.7. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 1.8. At the request of the District, and for an additional cost to be mutually agreed upon, develop a Management Information System (MIS) to assist in establishing communications between the District, Program Manager, design professional(s), contractor(s) and other parties on the Project. In developing the MIS, the Program Manager shall interview the District's key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system.
- 1.9. Coordinate transmittal of documents to regulatory agencies for review and shall advise the District of potential problems in completion of such reviews.
- 1.10. Provide and maintain a management team on the Project site in space to be provided by the District at no cost to Program Manager.
- 1.11. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.12. Cooperate and coordinate with the persons responsible for operation of the District's labor compliance program, if applicable.
- 1.13. Comply with any storm water management program that is approved by the State and County and applicable to the Project, at no additional cost to the District.
  - 1.13.1. Ensure that all Project contractor(s), Project sub-contractor(s) and Program Manager's Consultant(s) comply



with any District-approved storm water management program that is applicable to the Project, at no additional cost to the District.

- 1.14. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Program Manager shall comply with, and ensure that all contractors and their subcontractors and Design Team and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, at no additional cost to the District.
  
- 1.15. Program Manager is NOT responsible for the following scopes of work or services, but shall assist the District in procuring these scopes of work or services when required and Program Manager shall coordinate and integrate its work with any scopes of work or services provided by District related to the following:
  - 1.15.1. Seismic studies
  - 1.15.2. Ground contamination or hazardous material analysis.
  - 1.15.3. Any asbestos testing, design or abatement.
  - 1.15.4. Compliance with the CEQA, except that Program Manager shall provide current information for use in CEQA compliance documents.
  - 1.15.5. Historical significance report.
  - 1.15.6. Soils investigation.
  - 1.15.7. Geotechnical hazard report.
  - 1.15.8. Topographic survey, including utility locating services.

- 1.15.9. Design, construction management, or general contracting services.
- 1.15.10. Other items specifically designated as the District's responsibilities under this Agreement.

## 2. GENERAL SERVICES

- 2.1. **General:** Monitor and advise the District as to all material developments in the Project. Program Manager shall develop and implement with District approval reporting methods for schedules, cost and budget status, and projections for the Project. Program Manager shall be the focal point of all communication to and from the construction management and construction contractor(s) and shall be copied on all communications between District and its Design Team.
- 2.2. **Scheduling:** Prepare methods to track and report on schedule status for the Project. Program Manager shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
- 2.3. **Cost Controls:** Prepare and implement methods to budget and track all expenditures on the Project. Program Manager shall generate monthly reports to the District reflecting this information.
- 2.4. **Communications to Board:** The Program Manager may be required to attend each meeting of the District's governing board, and to provide updates at each meeting. In addition, the Program Manager shall attend District property committee meetings, Facilities Sub Committee, Citizen Bond Oversight Committee meetings, or other Project-related meetings within the community.

## 3. PRECONSTRUCTION PHASE (if required)

- 3.1. Provide overall coordination of the Project; serve as the focal point of communication, transmitting information to the District and Project team on general aspects of the Project, including planning, scheduling, cost management, progress reporting,



design review, dispute resolution, and documentation. Communications from the contractor(s) to District and Project Design Team shall be through the Program Manager. The Program Manager shall receive simultaneous copies of all written communications from the District or the Project Design Team to the contractor(s).

- 3.2. Develop and Implement District-approved Implementation procedures, forms, and reporting requirements for the Project that involve all members of the Project teams, including District, Design Team, and construction contractor(s).
- 3.3. **Value Engineering.** Provide value engineering that will consist of a review of the proposed materials, equipment, systems and other items depicted in the Design Documents and shall be coordinated with the District's design guidelines and the Design Team. The Program Manager will prepare a value engineering report that will document the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The Program Manager shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.
  - 3.3.1. Value engineering is expected to be an ongoing process to determine ways to build a more efficient and economical Project without reducing its quality and meet its goals and objectives.
- 3.4. **Constructability Reviews.** The Program Manager shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The Program Manager's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the District. The Design Team members are not third party beneficiaries of the Program Manager's work described in this paragraph and the Design Team members remains solely responsible for the contents of design drawings and design documents.
- 3.5. Establish schedules for the soils consultant, for any hazardous materials testing and other consultants, and review costs,



estimates, and invoices of each.

- 3.6. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Project. The system will allow for monthly progress reports to the District regarding the schedule for the Project.
- 3.7. Organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Program Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 3.8. Program Manager shall in consultation with District and according to District approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 3.9. Work with the Design Team to modify or add to standard, special, or general conditions for Project Documents that might be needed for unique Project or bid package conditions, for District's approval.
- 3.10. Work with the Design Team to separate the construction phase for the Project into bid packages.
- 3.11. Conduct pre-award conferences with successful contractors.
- 3.12. Schedule and conduct preconstruction meetings; maintain, prepare, and distribute minutes.
- 3.13. Coordinate with District staff, contractor(s), and school site staff, and develop a construction staging plans that shall accommodate, without limitation, school site occupancy,



parking, traffic, and safety.

- 3.14. Ensure that contractor(s) timely obtain all required permits, inspections, and approvals necessary to complete the Project.

#### **4. CONSTRUCTION PHASE**

- 4.1. Administer the construction contracts.
- 4.2. Monitor the construction contractor(s) to verify that tools, equipment, and labor are furnished and work performed and completed within the time as required or indicated by the plans and specifications, to the satisfaction of the District. Upon request, Program Manager expressly agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for program management. Program Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.
- 4.3. Assist District in resolving issues pertaining to the plans and specifications. Assist District in review and approval of requests for substitution of materials or any deviation from the plans and specifications that are made by the Design Team or contractor(s).
- 4.4. Coordinate work of the construction contractor(s) and effectively manage the project to achieve the District's objectives in relation to cost, time and quality. Program Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.
- 4.5. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to the District, the affected construction contractor(s),

and the Design Team.

- 4.6. Attend Project job site meetings.
- 4.7. Ensure that construction contractor(s) provide construction schedules as required by their construction contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. Program Manager shall review construction contractor(s)' construction schedules for conformity with the requirements of the construction contract(s) and conformity with the overall schedule for the Project. Where construction contractor(s)' construction schedules do not so conform, Program Manager will take appropriate measures to secure compliance, subject to District approval.
- 4.8. Ensure construction contractor(s)' compliance with the requirements of their respective construction contracts for updating, revising, and other obligations relative to their respective construction schedules. Program Manager shall incorporate construction contractor(s)' construction schedule updates and revisions into the Project construction schedule.
- 4.9. Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to the District when contractor(s) fails to fulfill contractual requirements.
- 4.10. The Program Manager may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. The Program Manager shall provide to the Design Team and the District copies of these authorizations.
- 4.11. Develop, implement, and coordinate with assistance from the District, the Design Team, and the Project Inspector(s) ("Inspector"), procedures for the submittal, review, verification and processing of applications by contractor(s) for progress and final payments for all construction contracts.
- 4.12. The Program Manager shall review the Contractor(s)' Safety Program submittals and review and document the implementation of the Contractor(s)' Safety Program. The



Program Manager shall report any observed deviations from the Contractor(s)' Safety Program and applicable Cal/OSHA requirements to the appropriate contractor personnel and follow-up with a written safety notice to both the contractor and the District. Neither the Program Manager nor the District shall be responsible for or have any liability for contractor(s) failure to provide, comply with or enforce said safety programs.

- 4.13. Record the progress of the Project by a daily log.
- 4.14. Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide the District timely notice of any potential increase in costs in excess of approved budgets provided to Program Manager.
- 4.15. Negotiate contractor's proposals and review change orders prepared by the Design Team, with the Design Team's input as needed, for approval by the District's governing board. Coordinate with Contractor(s) and Design Team to provide District change order documentation in standard District format. Assist District to prepare reports for the District's governing board on change orders and the status of all Project contingency funds.
- 4.16. Maintain a change order log for the Project and implement procedures to expedite processing of change orders.
- 4.17. Implement procedures for issues identification and resolution of actual or potential claims of construction contractor(s) and take actions to mitigate all claims against the District and attempt to eliminate and/or settle all claims.
- 4.18. Assist District in selecting and retaining special consultants including, without limitation, project inspectors, hazardous materials consultants, geotechnical engineers, surveyors, and testing laboratories, and coordinate their services.
- 4.19. Assist District in review and approval of uses of any Project contingency fund.
- 4.20. In conjunction with the Inspector and the Design Team, monitor work of the construction contractor(s) to determine that the work is being performed in accordance with the requirements of the Construction Documents and all DSA requirements. As

appropriate, with assistance from the Design Team and the Inspector, make recommendations to District regarding special inspection or testing of work that is not in accordance with the provisions of the construction Contract Documents.

4.21. To protect District against defects in the work of the construction contractor(s), Program Manager shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with:

4.21.1. Accepted industry standards;

4.21.2. Applicable laws, rules, or ordinances; and

4.21.3. The design documents and Contract Documents;

4.22. Where the work of a Construction contractor does not conform as set forth above, Program Manager shall, with the input of the Design Team:

4.22.1. Notify the District of any non-conforming work observed by the Program Manager;

4.22.2. Reject the non-conforming work; and

4.22.3. Take commercially reasonable action(s) necessary to compel the construction contractor(s) to correct the work.

4.23. Maintain logs of requests for information ("RFI") from construction contractor(s), based on information obtained from the Design Team.

4.24. Establish and implement procedures, in collaboration with the District and the Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the Construction contractor(s) to the Design Team for review and approval. Maintain submittal and shop drawing logs.

4.25. Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.



- 4.26. Prepare and distribute monthly project status reports for the Project, including updates on project activities, progress of work, outstanding issues, potential problems, schedule, status of RFIs, change orders, and submittals.
- 4.27. Maintain at the Project site and, if necessary at the District Facilities office, a current copy of all approved documents, drawings, specifications, addenda, change orders and other modifications, and drawings marked by the construction contractor(s) to record all changes made during construction. These shall include shop drawings, product data, samples, submittals, applicable handbooks, maintenance and operating manuals and instructions, and other related documents and revisions which are relevant to the contract work. Maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction contractor(s). At the completion of the Project, deliver all such records to District. Construction contractor(s) and the Design Team share responsibility to prepare "Record Drawings" and "As-Built" documents.

## **5. PROJECT COMPLETION**

- 5.1. The Program Manager shall observe, with District's maintenance personnel, the construction contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. The Program Manager shall maintain records of start-up and testing as provided by the construction contractor(s), ensure District of compliance with applicable provisions of the contract(s), that all work has been performed and accepted, and that all systems are complete and operative.
- 5.2. At the punch list phase of the Project or designated portions thereof, the Program Manager shall, in consultation with the Architect(s), the Design Team and Inspector, ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for the completion of the punch list work. The Program Manager shall provide this list to the construction contractor(s). The Program Manager shall coordinate construction contractors' performance and completion of punch list work. The Program Manager shall review the completed punch list work with the District, the



Architect(s), the Design Team and Inspector. The Program Manager shall ensure, with input from these entities that the completed punch list work complies with applicable provisions of the Construction contract.

- 5.3. The Program Manager shall determine, with the District, the Architect(s), the Design Team and Inspector, when the Project or designated portions thereof are complete.
- 5.4. The Program Manager shall conduct, with the District, the Architect(s), the Design Team and Inspector, final inspections of the Project or designated portions thereof. The Program Manager shall notify District of final completion.
- 5.5. The Program Manager shall consult with the District, the Architect(s), the Design Team and Inspector and shall determine when the Project and the contractor's work are finally completed. The Program Manager shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the contractors.

## **6. FINAL DOCUMENTS**

- 6.1. The Program Manager shall review, monitor and approve all as built drawings, maintenance and operations manuals, warranty/guarantee certificates, and other closeout documents to be sure all required documents meeting contract requirements are provided, and shall secure and transmit to the District those documents and all required guarantees, keys, manuals, record drawings, and dally logs. The Program Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.
- 6.2. The Program Manager shall use commercially reasonable efforts and due dillgence to ensure all Project participants provide all required closeout documents and information on a timely basis and to not cause a delay in Project completion or DSA's approval of the Project."

## **7. WARRANTY**

The Program Manager shall implement a Warranty Inspection and Warranty Work procedure that all contractors are to follow. The



procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

**8. AUDIT**

Program Manager shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Program Manager transacted under this Agreement. Program Manager shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Pursuant to Government Code Section 8546.7, this Agreement shall be subject to examination and audit of the State Auditor as specified in the code. Program Manager 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 Program Manager and shall conduct audit(s) during Program Manager's normal business hours, unless Program Manager otherwise consents.

**EXHIBIT "B"**  
**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to this Agreement shall be performed by Program Manager if needed and requested by District as indicated in the Agreement. The rates identified in the Fee Schedule attached to **Exhibit "D"** include overhead, administrative cost and profit and shall be utilized in arriving at the fee for Extra Services:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
2. Providing consultation concerning replacement of work damaged by fire, other "acts of God" or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of contractor(s), or by major defects or deficiencies in the work of the contractor, or by failure of performance of the District's consultants, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the Project involved.
4. The selection, layout, procurement or specification at the District's request of movable furniture, furnishings, equipment or other articles that are not included in the Contract Documents.
5. Providing surveys relative to future facilities, systems or equipment which are not intended to be constructed during the Construction Phase.
6. Preparing to serve or serving as a witness in connection with any public hearing (except for a contractor's hearing necessitated by its request to substitute a subcontractor), dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Program Manager or where the Program Manager is party thereto.
7. Performing technical inspection and testing.



8. Providing any other services not otherwise included or reasonably inferred by the terms in this Agreement or not customarily furnished in accordance with generally accepted scope of project program management practice.

**EXHIBIT "C"**  
**FEE SCHEDULE**

**[TO BE AGREED TO BY THE PARTIES AND ATTACHED PRIOR TO  
EXECUTION OF THE AGREEMENT.]**

Personnel Classification	Title	Percentage Committed to Project	Hourly Rate	Annual Rate
Will Mangrum	Executive Manager	20%	180	\$74,736.00
Ann Drummie	Transition PM/Start up Manager	50%	170	\$176,460.00
Colland Jang, AIA	Design Manager	100%	145	\$301,020.00
Vincent Johnson	Constructability Manager	100%	145	\$301,020.00
Al Anderson	Special Projects Manager	100%	145	\$301,020.00
Jamie Ramos	DSA Closeout/Doc Controls	20%	115	\$47,748.00
Greg Lykken/Jalil Bazyar	Scheduler/Cost Manager	50%	150	\$155,700.00
Aboudi Kabbani	Project Manager	100%	145	\$301,020.00
Rico Dawson	Assistant Project Manager	100%	120	\$249,120.00

Total	\$1,907,844.00
-------	----------------

**Term.** Consultant shall commence providing Services under this Agreement on December 1, 2016, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on November 30, 2017. This Agreement may be extended upon mutual approval of both Parties in writing on an annual basis to the extent permissible under applicable law. Total cost not to exceed \$1,907,844.00.

*Will Mangrum*  
EXEC. V.P.  
11/13/16



**EXHIBIT "D"**  
**FEE SCHEDULE**

**1. Compensation**

- 1.1. Unless modified as allowed for in Article 6 of this Agreement or mutually agreed upon otherwise, the Program Manager's fee and expense budget set forth in this Agreement shall be full compensation for all of Program Manager's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**

**2. Method of Payment**

- 2.1. Program Manager shall submit monthly invoices on a form and in the format approved by the District.
- 2.2. Program Manager shall submit these invoices in duplicate to the District via the District's authorized representative.
- 2.3. Program Manager shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultants. No markup shall be allowed for Consultant costs in the performance of the Services.
- 2.4. Upon receipt and approval of Program Manager's invoices, the District agrees to make payments on all undisputed amounts within a goal of thirty (30) days of receipt of the invoice.

*W. J. P.*  
EXECUTIVE V.P.  
11/18/16

**3. Hourly Rates**

3.1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. Construction Manager shall bill in quarter-hour increments for all Extra Services.

Title	Hourly Rate
Executive Manager	\$180
Transition PM/Start up Manager	\$170
Design Manager	\$145
Constructability Manager	\$145
Special Projects Manager	\$145
DSA Closeout/Doc Controls	\$115
Scheduler/Cost Manager	\$150
Project Manager	\$145
Assistant Project Manager	\$120

3.2. The mark-up on any approved item of Extra Services performed by Consultant(s) shall not exceed **three percent (3 %)**.



**EXHIBIT "E"- CERTIFICATIONS**

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

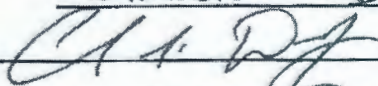
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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: 11.14.16

Proper Name of Consultant: BRAINSFORD + DUNLAVY, INC.

Signature: 

Print Name: CHRISTOPHER J. DUNLAVY, FALA

Title: PRESIDENT


(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.)

**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION CERTIFICATION**

I am aware of and hereby certify that neither \_\_\_\_\_  
[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 14<sup>TH</sup> day of  
NOVEMBER 2016 for the purposes of submission of this  
Agreement.

By:   
Signature

CHRISTOPHER S. DUNLAVY, FAIA  
Typed or Printed Name

PRESIDENT  
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):

\_\_\_\_\_ 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

\_\_\_\_\_ 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

\_\_\_\_\_ 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: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ 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: \_\_\_\_\_

Proper Name of Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

2







## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

Project Name	Facilities Capital and Program 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	Brailsford & Dunlavey	Agency's Contact	Will Mangrum
OUSD Vendor ID #	V071276	Title	Project Manager
Street Address	1140 Connecticut Ave, NW Ste. 400	City	Washington State DC Zip 20036
Telephone	202-289-4455	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 #			

### Term

Date Work Will Begin	12-1-2016 <del>05-10-2018</del>	Date Work Will End By (not more than 5 years from start date)	1-17-2018
----------------------	------------------------------------	--	-----------

### Compensation

Total Contract Amount	\$1,927,000.00	Total Contract Not To Exceed	\$1,942,829.17
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 15,829.17
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
9450	Fund 21, Measure J	9189905809	5825	\$15,829.17

### 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.

	<b>Division Head</b>	Phone	510-535-7038	Fax	510-535-7082
1.	<b>Director, Facilities Planning and Management</b>				
	Signature	Date Approved	4/19/18		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	Signature	Date Approved	4/24/18		
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	Signature	Date Approved	4/20		
4.	<b>Senior Business Officer, Board of Education</b>				
	Signature	Date Approved			
5.	<b>President, Board of Education</b>				
	Signature	Date Approved			

RECEIVED