

Board Office Use: Legislative File Info.	
File ID Number	11302.9
Committee	Facilities
Introduction Date	1-25-2012
Enactment Number	
Enactment Date	



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To: Board of Education

From: Tony Smith, Ed.D., Superintendent
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date: January 25, 2012

Subject: Division of Facilities Planning and Management P.O. Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

File ID	Vendor Name	\$	Funding Source	Type	Site	Period	City
12-0203	Acoustics by the Bay	\$18,000.00	GO Bond-Measure B	P.O.	Highland E.S.	1-25-2012 thru 12-31-2012	Oakland
12-0204	Applied Remedial Services, Inc.	\$14,436.00	GO Bond-Measure B	P.O.	Prescott E.S.	12-1-2011 thru 1-31-2012	Walnut Creek, CA
12-0205	Associate Comfort Systems	\$13,900.00	Fund 35	P.O.	Facilities	10-24-2011 thru 12-10-2011	San Leandro, CA
12-0206	Bosch Security Systems	\$450.00	GO Bond-Measure B	P.O.	Skyline Wellness Center	12-1-2011 thru 6-30-2012	Lancaster, PA
12-0207	CDW Government	\$11,847.06	GO Bond-Measure B	P.O.	Jefferson ES	11-11-2011 thru 12-30-2011	Chicago, IL
12-0208	Central Equipment Services	\$5,748.15	Fund 35	P.O.	La Escuelita (Downtown)	11-31-2011 thru 2-1-2012	San Jose, CA
12-0209	Chussy International	\$519.88	GO Bond-Measure A	P.O.	Facilities	10-28-11 thru 11-4-2011	Oakland, CA
12-0210	Logical Choice Technologies	\$7,250.00	GO Bond-Measure A	P.O.	Claremont M.s.	12-5-2011 thru 2-3-2012	Lawrenceville, GA
12-0212	North American Fence & Railing, Inc.	\$2,320.00	Developer Fees	P.O.	Garfield E.S.	10-15-2011 thru 12-31-2011	Oakland, CA
12-0213	Premium Roofing Waterproofing	\$3,200.00	GO Bond-Measure B	P.O.	Prescott E.S.	11-1-11 thru 01-01-2012	Oakland, CA
12-0214	Quill	\$217.28	GO Bond-Measure B	P.O.	Facilities	12-6-2011 thru 12-8-2011	Philadelphia, PA
12-0215	Rusco, Inc.	\$43,469.00	Fund 35	P.O.	Oakland Technical H.S.	12-1-2011 thru 3-1-2012	San Gabriel, CA



OAKLAND UNIFIED SCHOOL DISTRICT

1-3029	Vista Real Estate Partners	\$7,000.00	GO Bond-Measure B	P.O. Increase	Facilities	3-23-11 thru 8-23-11	Oakland, CA
2-0217	Yano Accountancy Corporation	\$31,250.00	GO Bond-Measure B	P.O.	Facilities	12-30-2011 thru 6-30-2012	Oakland, CA
2-0218	Yovino-Young Inc.	\$11,000.00	GO Bond-Measure B	P.O.	Golden Gate and Hawthorne	12-21-11 thru 01-01-2012	Berkeley, CA

Discussion:

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Fiscal Impact:

Various

Recommendation:

The Board of Education is requested to approve the Facilities Planning and Management to OUSD school sites.

OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning & Management

AGREEMENT REQUEST FORM

DATE SUBMITTED 9-16-11 SUBMITTED BY: Tadashi Nakadegawa

V060348

SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)

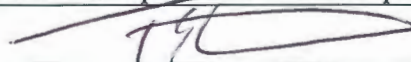
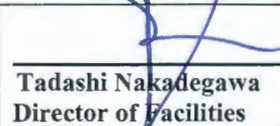
1.) A&E (Architects and Engineers) Contract	<input type="checkbox"/>	5.) "Small"(under \$15,000.00) Construction Contract	<input type="checkbox"/>
2.) IOR (Inspector of Record) Contract	<input type="checkbox"/>	6.) Resolution Awarding Bid & Construction Contract	<input type="checkbox"/>
3.) Agreement for Professional Services-Testing Etc.	<input type="checkbox"/>	7.) Change Order	<input type="checkbox"/>
4.) Amendment to Agreement for Professional Services (Amendment # 1)	<input checked="" type="checkbox"/>	8.) Purchase Order	<input type="checkbox"/>

Vendor Number: _____
Fiscal Year: 2011-2012
P.O. Under \$50K: _____
Date Processed: 9-28-2011
To: MB 9-23-11 To DR: 9-23-11

SECTION II LOCAL BUSINESS PARTICIPATION PERCENTAGE

Local Business	Small Local Business	Small Local Resident Business	Total Percentage

All requests will require the Assistant Superintendent's and the Director of Facilities Authorization and Signature

	Date		Date
Timothy E. White Assistant Superintendent		Tadashi Nakadegawa Director of Facilities	

SECTION III. AGREEMENT INFORMATION:

Project Name:	Real Estate Report for OUSD Strategic Plan	Project No:	9189901828-5825
Vendor Name:	Vista Real Estate Partners LLC	Vendor Contact:	Brendan Heafey
Vendor Phone Number:	510-625-1500 Office 510-625-1502 Fax	Vendor Mailing Address:	38 Webster Street, Second Floor, Oakland, CA 94607
Agreement Start & Stop Dates:	Start: 3-23-11 Stop: 8-23-11	Amounts:	Current Contract Amount: _____ Not to Exceed Amount: 14,400.00 Revised Contract Amount: 7,000.00 21,400.00
Has Work Started?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes give an explanation:	Has Work Been Completed?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Certificate of Insurance Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date provided:	

LEGISLATIVE FILE
File ID No. 3029
Introduction Date 12-6-2011
Enactment No. _____
Enactment Date _____

For Construction Contracts \$15,000, please provide or attach the following:

- | | |
|---|--|
| 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) (Attach Bid Documents) | 6) Performance Bonds Attached _____ |
| 2) Date(s) of Bid Advertisement _____ | 7) Payment Bonds Attached _____ |
| 3) Date of Bid Opening _____ | 8) Number of Phases _____ |
| 4) Name of Architect _____ | (Sections 6 & 7 to be completed by Contract Administration department) |
| 5) Liquidated damages per day _____ | |

Scope of Work: (Needed to prepare Executive Summary)

Discussion Information (Needed to prepare Executive Summary) Vista Real Estate is facilitating a real estate report to be included in the OUSD's new Strategic Plan.

Funding Source _____

Budget Number: _____

1096 A 94601
SEP 23 A 8:26
Brendan Heafey
Vista Rep. com

RECEIVED
9-23-2011

Vista Real Estate Partners

Date	9/15/11
Invoice Number	1

Bill To:
Oakland Unified School District
c/o Susie Butler-Berkeley
955 High St.
Oakland CA 94601

RE: Purchase Order P120044 and the Additional Scope outlined in the attached subsequent Amendment

Real Estate Report delivered 9/12/11 (Original scope / agreement attached, Independent Contractor Agreement #P120044)	\$14,400
Real Estate Report Additional Scope delivered 8/22/11 (See Amendment Attached)	\$7,000
Total	\$21,400

Please remit payment to the address below.
Thank you for your business.

Sincerely,



Brendan Heafey
Principal
Vista Real Estate Partners

cc: Tim White
Tadashi Nakadegawa
Art Taylor

38 Webster St. Second Floor
Oakland CA, 94607
510 625 1500 phone, 510 625 1502 fax

AMENDMENT NO. 1

TO PURCHASE ORDER CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Vista Real Estate Partners**. OUSD entered into an Agreement with CONTRACTOR for services on **March 23, 2011**, and the parties agree to amend that Agreement as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: 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: <u>The scope of the project is to add an Executive Summary whereas Vista Real Estate is facilitating a real estate report to be included in Oakland Unified School District's new Strategic Plan.</u></p>			
2.	Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$7,000.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is Twenty-one thousand, four hundred dollars and no cents (\$21,400.00)</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

Jody London, President, Board of Education Date

Edgar Rakestraw, Jr., Secretary
Board of Education Date
Date

Timothy White, Assistant Superintendent
Facilities, Planning and Management Date

CONTRACTOR

 _____
Contractor Signature Date 11/9/11

 _____
Print Name, Title



EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement.

SCOPE OF WORK

Contractor Name: Vista Real Estate Partners LLC.

Billing Rate: **Seven thousand dollars and no cents (\$7,000.00)**

Description of Services to be Provided

- 1. Goals or Objectives**
Prepare Executive Summary
 - 2. Description of Services to be Provided**
The scope of the project is to add an Executive Summary whereas Vista Real Estate is facilitating a real estate report to be included in Oakland Unified School District's new Strategic Plan.
 - 3. Deliverables**
Executive Summary
-

Board Office Use - Legislative File Info.	
File ID Number	11-2005
Committee	Facilities
Introduction Date	9-7-2011
Draft Number	11-1741
Draft Date	9-14-11 JS



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

Board of Education

Tony Smith, Ed.D., Superintendent

Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date September 14, 2011

Subject Division of Facilities Planning and Management P.O.'s. Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

File ID	Vendor Name	\$	Funding Source	Type	Site	Period	City
	ACC Environmental	\$6,500.00	County School Facilities	P.O.	Garfield ES Mod	7-15-2011 thru 12-31-2011	Oakland
	Ackland International, Inc.	\$15,000.00	GO Bond-Measure B	P.O.	Whittier New Classroom Bldg	7-1-2011 thru 6-30-2011	Oakland
	Allen-Simmons Heating and Sheet Metal	\$13,875.00	GO Bond-Measure B	P.O.	Madison Mod	7-25-2011 thru 6-30-2012	Fairfield
	CDW Government	\$12,256.48	GO Bond-Measure B	P.O.	Montera MS Mod	6-15-2011 thru 12-31-11	Chicago, IL
	Chussy International	\$94.82	GO Bond-Measure A	P.O.	Facilities	6-21-2011 thru 6-23-2011	Oakland
	Chussy International	\$205.94	GO Bond-Measure A	P.O.	Facilities	6-6-11 thru 6-30-11	Oakland
	Deco Art	\$8,500.00	GO Bond-Measure B	P.O.	Lowell Mod	8-1-2011 thru 9-1-2011	Oakland
	Elation Systems	\$30,000.00	GO Bond-Measure B	P.O.	Facilities	1-1-2011 thru 6-30-2012	Oakland
	Gary Douplik Mfg	\$9,600.00	County School Facilities Fund	P.O.	Garfield ES Mod	7-15-2011 thru 9-30-2012	Loomis
	IMX, Inc.	\$27,445.00	County School Facilities	P.O.	Garfield ES Mod	8-1-2011 thru 8-31-2011	Oakland
	Intelli-Tech	\$33,072.00	County School Facilities Fund	P.O.	Downtown Educational Complex	7-18-2011 thru 12-31-2011	Pleasanton
	Kam Yan & Associates	\$25,000.00	County School Facilities	P.O.	Glenview ES	6-14-2011 thru 12-14-	Oakland



OAKLAND UNIFIED SCHOOL DISTRICT

	<i>Neuwirth & Associates</i>	\$20,000.00	GO Bond-Measure B	P.O.	<i>Madison Middle School</i>	2011 6-2-2011 thru 12-31-2011	<i>San Francisco</i>
	<i>North American Fence & Supply, Inc.</i>	\$2,270.00	GO Bond-Measure B	P.O.	<i>Havenscourt Health Center</i>	6-20-2011 thru 8-31-2011	<i>Oakland</i>
	<i>North American Fence & Supply, Inc.</i>	\$500.00	County School Facilities	P.O.	<i>Garfield ES Mod</i>	8-1-2011 thru 1-31-2012	<i>Oakland</i>
	<i>OCCG</i>	\$42,400.00	GO Bond-Measure B	P.O.	<i>Facilities</i>	5-1-11 thru 11-1-11	<i>Fairfield</i>
	<i>R & S Overhead Garage Door, Inc.</i>	\$2,545.00	GO Bond-Measure B	P.O.	<i>Cesar Chavez E.S. Fire Alarm</i>	7-1-2011 thru 12-31-2012	<i>San Leandro</i>
	<i>United Site Services</i>	\$1,017.16	County School Facilities	P.O.	<i>Cole New Portable Installation</i>	6-10-2011 thru 12-31-2011	<i>San Jose</i>
11-2005	<i>Vista Real Estate Partners LLC</i>	\$14,400.00	GO Bond-Measure B	P.O.	<i>Facilities</i>	6-22-11 thru 9-23-11	<i>Oakland</i>
	<i>West Bay Builders</i>	\$49,000.00	GO Bond-Measure B	P.O.	<i>Montclair ES Mod</i>	6-17-2011 thru 5-17-2012	<i>Novato</i>
	<i>Yovino -Young, Inc.</i>	\$12,500.00	County School Facilities	P.O.	<i>Downtown Educational Complex - La Escuelita & Great Room Building</i>	7-13-2011 thru 8-1-2011	<i>Berkeley</i>

Discussion:

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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Fiscal Impact:

Various

Recommendation:

The Board of Education is requested to approve the Facilities Planning and Management contracts and Purchase Order for the OUSD school sites.



OAKLAND UNIFIED
SCHOOL DISTRICT

OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning & Management

AGREEMENT REQUEST FORM

DATE SUBMITTED 6-16-11 SUBMITTED BY: Tadashi Nakadegawa

SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)

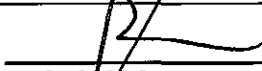
1.) A&E (Architects and Engineers) Contract	<input type="checkbox"/>	5.) "Small"(under \$15,000.00) Construction Contract	<input type="checkbox"/>
2.) IOR (Inspector of Record) Contract	<input type="checkbox"/>	6.) Resolution Awarding Bid & Construction Contract	<input checked="" type="checkbox"/>
3.) Agreement for Professional Services-Testing Etc.	<input type="checkbox"/>	7.) Change Order	<input type="checkbox"/>
4.) Amendment to Agreement for Professional Services (Amendment #-)	<input checked="" type="checkbox"/>	8.) Purchase Order	<input type="checkbox"/>

Vendor Number: _____
Fiscal Year: 2011-2012
P.O. Under \$50K: _____
Date Processed: 6-22-11
To: MB 6-22-11 To DR: _____

SECTION II LOCAL BUSINESS PARTICIPATION PERCENTAGE

Local Business	Small Local Business	Small Local Resident Business	Total Percentage

All requests will require the Assistant Superintendent's and the Director of Facilities Authorization and Signature

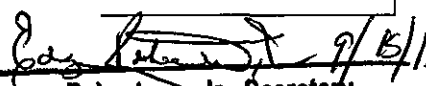
	Date		Date
Timothy E. White Assistant Superintendent		Tadashi Nakadegawa Director of Facilities	6/16/11

SECTION III. AGREEMENT INFORMATION:

Project Name:	REAL ESTATE STRATEGIC PLAN	Project No:	9189901828-5825
Vendor Name:	Vista Real Estate Partners LLC	Vendor Contact:	Brendan Heafey
Vendor Phone Number:	510-625-1500 510-625-1502 Fax	Vendor Mailing Address:	38 Webster Street, Second Floor, Oakland, CA 94607
Agreement Start & Stop Dates:	Start: 3-23-11 <u>6/22/11</u> Stop: 9-23-11	Amounts:	Current Contract Amount: Not to Exceed Amount: \$14,400.00 Revised Contract Amount: _____
Has Work Started?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes give an explanation: _____	Has Work Been Completed?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Certificate of Insurance Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date provided:	_____

Mary D. Yee, Ed.D.
President, Board of Education

For Construction Contracts \$15,000, please provide or attach the following:


Edgar Rakestraw, Jr., Secretary
Board of Education

- | | |
|--|--|
| 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) <i>(Attach Bid Documents)</i> | 6) Performance Bonds Attached _____ |
| 2) Date(s) of Bid Advertisement _____ | 7) Payment Bonds Attached _____ |
| 3) Date of Bid Opening _____ | 8) Number of Phases _____ |
| 4) Name of Architect _____ | (Sections 6 & 7 to be completed by Contract Administration department) |
| 5) Liquidated damages per day _____ | |

Scope of Work: *(Needed to prepare Executive Summary)*

Discussion Information *(Needed to prepare Executive Summary)* Vista Real Estate Partners LLC will facilitate the creation of a real estate report to be included into OUSD's new Strategic Plan.

LEGISLATIVE FILE

Funding Source _____
File ID No. 11-2005
Introduction Date 8-16-11
Enactment No. 11-1741
Enactment Date 9-14-11
Revised 2009-06-19 82

Budget Number: _____
THE DEPARTMENT OF FACILITIES PLANNING

RECEIVED
6.22.11

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of June 22, 2011, between the Oakland Unified School District ("District") and Vista Real Estate Partners LLC ("Consultant") (together, "Parties").

- 1. Services.** The Consultant shall furnish to the District the services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services" or "Work") Proposal dated March 23, 2011.
- 2. Term.** Consultant shall commence providing services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such services as required. The term for services and schedule to provide services shall be in accordance with the schedule included in the Consultant's Proposal, Attachment "A;"
- 3. Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below;

_____ Signed Agreement
_____ Workers' Compensation Certificate, if necessary
_____ Criminal Background Investigation Certification, if necessary
_____ Insurance Certificates and Endorsements
_____ W-9 Form

- 4. Compensation.** District compensation to the Consultant shall be as set forth in Exhibit "A" as the proposed fee for services, but in no event shall total fees, costs, and expenses exceed \$ 14,400.00, without the express approval of the Board.
- 5. Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, other than as proved in Attachment "A."
- 6. Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
- 7. Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this

PLANNING AND MANAGEMENT

Agreement.

8. **Standard of Care.** Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
12. **Termination.**
 - 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Consultant for work completed to date as a pro-rata amount of the full fees, costs, and expenses.
 - 12.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date

of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

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

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

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

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

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

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1.1. **General Liability.** Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

14.1.2. **Automobile Liability Insurance.** Automobile Liability Insurance, Occurrence Form, that shall protect the Consultant the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Consultant.

14.1.3. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

14.1.4. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. The District, its 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 Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the projects, the Consultant'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 Consultant's insurance and shall not contribute with it.

c. 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.

d. The Consultant'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.

e. 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.

f. Consultant shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and 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 commence.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
18. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.
20. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the

provision of services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

21. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.

The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

- 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

22. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

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

<p><u>District</u> Timothy E. White Assistant Superintendent of Facilities, Planning and Management 955 High Street Oakland, CA 94601</p>	<p><u>Consultant</u> Brendan Heafey Vista Real Estate Partners LLC 38 Webster Street, 2nd Floor Oakland, CA 94607</p>
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Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 25. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County, California.
- 26. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 27. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 28. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

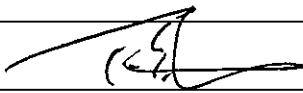
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

0250

Date: 8/1/11

Date: _____

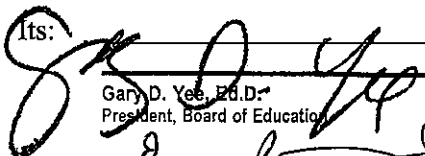
By: 

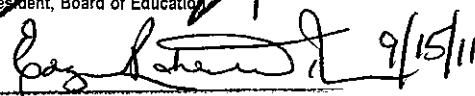
By: 

Print Name: Brendan Healey

Print Name: _____

Its: Principal

Its:  9/15/11
Gary D. Yee, Ed.D.
President, Board of Education

 9/15/11
Edgar Rakestraw, Jr., Secretary
Board of Education

Information regarding Consultant:

Consultant: Vista Real Estate Partners

License No.: _____

Address: 38 Webster St. 2nd Floor

Telephone: 510 625 1500

Facsimile: 510 625 1502

E-Mail: brendan@vistarep.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

Employer Identification and/or Social Security Number

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209, require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Attachment A

Scope of Services

The scope of the report will analyze OUSD's real estate portfolio related to current City of Oakland zoning and commercial development trends with a general discussion pertaining to the development potential of OUSD's real estate assets. The report will generally follow the conceptual outline attached and be approximately 10 pages in length with a minimum of three maps, including a GIS map of OUSD's portfolio with parcel level data, and an index of OUSD properties by current zoning.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MG

DATE (MM/DD/YYYY)

08/01/11

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

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

PRODUCER R. L. Milsner, Inc. CA License #0557311 P.O. Box 8197 Walnut Creek, CA 94596 R.L. Milsner Inc.	925-932-0424	CONTACT NAME:	
	925-932-2317	PHONE (A/C, No, Ext)	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #	BAYAR01
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Bay Area Regional Center and Vista Real Estate Partners 38 Webster Street - 2nd Floor Oakland, CA 94607	INSURER A : Travelers Property Casualty		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			6804028N179	04/10/11	04/10/12	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY			6804028N179	04/11/11	04/10/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E L EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	\$
							E L DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named as Additional Insured.

CERTIFICATE HOLDER Heafey Commercial 38 Webster Street - 2nd Floor Oakland, CA 94607	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE R.L. Milsner Inc.

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Vista Real Estate Partners LLC

March 23, 2011

Tim White
Assistant Superintendent
Oakland Unified School District
955 High Street
Oakland, CA 94601

RE: CONSULTING AGREEMENT BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND VISTA REAL ESTATE PARTNERS LLC

Mr. White,

Vista Real Estate Partners LLC (Vista), comprised of Brendan Heafey and James Falaschi, has been engaged by the Oakland Unified School District (OUSD) to facilitate the creation of a real estate report to be included into OUSD's new Strategic Plan.

BACKGROUND

The OUSD has contracted with MK Think to assist in the creation of a new District Master Plan, scheduled to be completed on or about June 2011. Vista has been in communication with OUSD regarding its need for a report, to be included in the Master Plan, to analyze OUSD's commercial real estate portfolio irrespective of its current educational use. The report is intended to provide information related to current City of Oakland land use designations as well as market driven information pertaining to geographic trends for a variety of commercial uses. Vista has reviewed information provided by OUSD and attended two meetings with Assistant Superintendent Timothy White to frame the scope and objective of the subject deliverable.

SCOPE

The report will analyze OUSD's real estate portfolio related to current City of Oakland zoning and commercial development trends with a general discussion pertaining to the development potential of OUSD's real estate assets. The report will generally follow the conceptual outline attached and be approximately 10 pages in length with a minimum of three maps, including a GIS map of OUSD's portfolio with parcel level data, and an index of OUSD properties by current zoning.

38 Webster St. Second Floor Oakland CA 94607
510 625 1500 office, 510 625 1502 fax

TEAM

Vista will work in conjunction with Marsha Boyette and Keith Brown of Conversion Management Associates to create the subject deliverable.

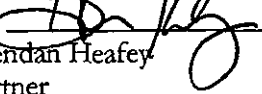
PRICE

The cost of the aforementioned report is \$14,400 with half due at signing and the remainder due upon delivery of a mutually satisfactory report.

If you are in agreement with the terms of this agreement, please execute two original copies and return the other in the preaddressed envelope provided.

Sincerely,

Vista Real Estate Partners LLC

By:  _____
Brendan Heafey
Partner

Dated: March 23, 2011

AGREED AND ACCEPTED

Oakland Unified School District

By: _____
Timothy White
Assistant Superintendent
Oakland Unified School District

Dated: _____, 2011

Conceptual Outline
Oakland Unified School District
Commercial Real Estate Report

- 1) Oakland Commercial Real Estate Overview
 - a) Brief History
 - b) Current state of the market
 - i) Major Tenants / Commercial Drivers
 - (1) Office
 - (2) Retail
 - (3) Industrial / Port
 - (4) Healthcare
 - (5) Education
 - ii) Housing
 - (1) Jerry Brown's 10K Initiative and new construction that came out of that
 - (2) Approved residential projects in the pipeline waiting for the market to improve
 - iii) Notable commercial projects in the pipeline
 - (1) Oakland Army Base
 - (2) Oak to Ninth
 - (3) Oakland A's Victory Court
- 2) Overview of Oakland Land Use and Zoning
 - a) General Plan and Planning Code Overview (Exhibit 4a)
 - b) General uses by broad geographic regions (5-10 'regions')
 - c) Discussion of the downtown and the emergence of commercial nodes (Exhibit 4c)
 - i) Downtown commercial
 - ii) Medical
 - iii) Educational (Lany, OUSD)
 - iv) Industrial
 - v) Retail
 - vi) Multi Family Residential...
- 3) Discussion of OUSD inventory related to Land Use (Exhibit 4b)
 - a) General discussion of OUSD parcels
 - i) Observations from Exhibit 4d (OUSD parcel index by zoning)
 - (1) Correlate with broad geographic regions from 2b (regions by shared zoning characteristics)
 - ii) Discussion of the OUSD inventory related to the broad land use designations defined in 2b with general development opportunities within the broad land use designations
 - b) Discussion of parcels / areas suitable for commercial and/or residential development
 - i) Downtown
 - (1) Use and Valuation Drivers
 - (a) Oak to Ninth
 - (b) Ballpark
 - (c) New Management JLS
 - ii) West Oakland
 - iii) TBD

4) Exhibits

- a) City of Oakland City Plan and Zoning Map
- b) Map of school properties (+/- 95 parcels) with Land Use designation overlay
- c) Map of City "nodes" with graphic illustration
- d) Index of OUSD parcels with, lot size, building size, general plan and zoning designations
- e) Drill-down maps for Section 3 including map outlining the broad geographic regions referenced in 3(a)(i)(1) and 2(b)