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Committee	Facilities
Introduction Date	6-13-2012
Enactment Number	12-1664
Enactment Date	6-13-12 39



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date June 13, 2012

Subject Independent Consultant Agreement for Professional Services - Davillier-Sloan - District-wide PLA Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Davillier-Sloan for PLA services on behalf of the District at District-wide PLA project, in an amount not-to exceed \$180,000.00. The term of this Agreement shall commence on July 1, 2012 and shall conclude no later than June 30, 2013.

Background Davillier-Sloan, Inc, (DSI) will provide and perform on a best effort basis services to assure the efficient operation of the Oakland Unified School District Project Labor Agreement (PLA).

Local Business Participation Percentage 100.00%

Strategic Alignment 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.

Recommendation

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Davillier-Sloan for PLA services on behalf of the District at District-wide PLA project, in an amount not-to exceed \$180,000.00. The term of this Agreement shall commence on July 1, 2012 and shall conclude no later than June 30, 2013.

Fiscal Impact

Measure B

Attachments

- Independent Consultant Agreement including scope of work

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(CONSTRUCTION RELATED)**

DISTRICT-WIDE PROJECT LABOR AGREEMENT

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **8th day of May, 2012** by and between the Oakland Unified School District, Oakland, California ("District") and **Davillier-Sloan** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

Services. The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of the following:

The scope of services is more specifically indicated on **Exhibit "A."**

1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

The scope of the project is to provide a full range of services related to the Project Labor Agreement (PLA) for the Oakland Unified School District with a primary focus on local hiring. In addition, DSI will provide a full range of labor relations and dispute resolution services, based on extensive experience in the construction industry.

2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

The project will commence July 1, 2012 and conclude no later than June 30, 2013.

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:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One hundred eighty-thousand dollars and no cents. (\$180,000.00)**. District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the

Davillier-Sloan
District-wide PLA

37 6 V 05 JAN 2012
PLANNING

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 five (5) 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.
- 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/or 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.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall

Davillier-Sloan
District-wide PLA

indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all 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. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

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

27. **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:

District:

Oakland Unified School District
955 High Street
Oakland, CA 94601
ATTN: **Tadashi Nakadegawa,**
Director of Facilities

Consultant:

Mr. Jake Sloan
Davillier-Sloan
1630-12th Street
Oakland, CA 94607

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.

28. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

30. 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.

31. 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.

32. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

33. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

34. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly

Davillier-Sloan
District-wide PLA

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

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London
Jody London, President, Board of Education

Date: 6/14/12

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

Date: 6/14/12

Timothy White
Timothy White, Associate Superintendent Facilities Planning and Management

Date:

DAVILLIER-SLOAN

John Shue Sr Davillier-Sloan, Inc.

5/22/12

APPROVED AS TO FORM:

Catherine Boskoff
Catherine Boskoff, Facilities Counsel

Date: 5-31-12

LEGISLATIVE FILE

File ID Number 12-1436
Introduction Date 6-13-12
Enactment Number 12-1604
Enactment Date 6-13-12 B9

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

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

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Project Manager be subject to the requirements mandated by California Government Code Section 8340, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Project. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

Date: 5/24/12

Proper Name of Consultant: Davillier-Sloan, Inc.

Signature: Jake Sloan for Davillier-Sloan, Inc.

Print Name: Jake Sloan

Title: President



DAVILLIER-SLOAN, INC.
LABOR MANAGEMENT CONSULTANTS



April 10, 2012

Mr. Larry Bridges
Oakland Unified School District
955 High Street
Oakland, CA 94601

Subject: Proposal to Provide Professional Project Labor Agreement Services

Dear Mr. Bridges:

Davillier-Sloan, Inc. (DSI) proposes to continue to provide a full range of services related to the Project Labor Agreement (PLA) for the Oakland Unified School District (District) with a primary focus on local hiring. In addition, DSI will provide a full range of labor relations and dispute resolution services, based on extensive experience in the construction industry. If this approach is acceptable, the services of EF Manning Consultants, Inc. (Ed Manning) will be utilized by DSI on an as needed basis. Details of the proposed scope of work are attached.

We propose to provide these services for a monthly flat fee of \$ 15,000 for the full range of PLA services from July 1, 2012 through June 30, 2013. Please review the services listed in our proposed scope of services. If needed or desired, DSI will also be available to provide Labor Compliance Program (LCP) support, to be billed on an hourly basis.

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

Sincerely,

Jake Sloan,
President

CC: Tadashi Nakadegawa, OUSD
Gene Johnson, DSI
David Hauser, DSI

PROJECT NAME	_____
PROJECT NO.	_____
RES NO./BD ACTION DATE	_____
CO _____ OVER/UNDER 10%	_____
PM AUTHORIZATION	_____
AMT. TO BE PAID \$	_____
SENT TO PAC B & G OTHER	_____



DAVILLIER-SLOAN, INC.
LABOR MANAGEMENT CONSULTANTS



Proposal to Provide Professional Services for Project Labor Agreement Administration

Prepared for Oakland Unified School District



VIEW FROM 2ND AVENUE & 21ST STREET



VIEW FROM 2ND AVENUE & 10TH STREET

Prepared by Davillier-Sloan, Inc.
April 2012



PROPOSED SCOPE OF SERVICES

PROJECT LABOR AGREEMENT ADMINISTRATION

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

Data Collection and Management

- DSI will collect, review and enter all hours worked on PLA projects to generate the local hiring reports at the highest level of accuracy.
- As needed, DSI will verify through the Department of Industrial Relations Department of Apprentice Standard's status of workers reported as apprentices.
- DSI will request from contractors any missing documentation, information and certified payroll reports, as needed or requested.
- DSI will periodically update the reporting system with subcontractor lists, contractor information and other information, make changes to the local hire reports, and develop special reports, as directed.
- DSI will collect letters of assent and update the database as they are collected.

Workforce Development and Compliance Enforcement

- DSI will conduct project site visits, as needed, to confer with contractors about the ratio of project local hiring status.
- DSI will work with participating contractors involved in project work and having local hire problems to secure Oakland residents and Oakland apprentices. In this regard DSI will coordinate with the relevant craft union and apprenticeship program to secure the worker dispatches.
- DSI will make contractors aware of availability of community based organizations involved in pre-apprenticeship training. Local community organizations that can provide contractor assistance will include but not be limited to the Cypress Mandela/Women In Skilled Trades Pre-Apprenticeship Program, Youth Employment Partnership, Men of Valor Program, TradesWomen Inc. and the Allen Temple J Alfred Smith Training Center.
- DSI will work closely with the unions and the District construction academies and related programs to make staff and students aware of opportunities and requirements for careers in construction.
- DSI will work closely with the unions to use construction academy graduates as a first source for recruiting and indenturing new apprentices.
- DSI will monitor contractor and subcontractor compliance with Oakland resident and District student hiring goals.
- When there is apparent non compliance, DSI will request a meeting with the contractor(s) in apparent non-compliance to discuss issues and agree on a resolution plan to increase local hiring either on District and non-District projects.



- Contractors who ignore meeting requests and or do not meet the resolution plan will either be referred to the Social Justice Committee, to the District or directly to arbitration.
- DSI will attend pre-bid walk meetings to provide PLA information to all interested bidders.
- DSI will attend pre-construction meetings to review PLA requirements with the awarding contractor.
- DSI will coordinate and attend pre-job meetings at the Building Trades with all contractors. DSI will review PLA requirements with all contractors.

District Relations Meetings

- DSI will attend weekly District Project Manager meetings.
- DSI will participate in District Construction Academies and Advisory Committees, as requested or directed.
- DSI will schedule, chair and record meeting minutes of all Social Justice Committee meetings.
- DSI will attend progress meetings with District, as requested or required.

Reporting

- DSI will provide monthly and special reports as requested on local hiring, social justice and related issues.
- DSI will provide weekly reports on local hiring to general contractors.
- DSI will, as requested, make special reports to the District Board and Bond Oversight Committee.

FEE SCHEDULE

For the period July 1, 2012 through June 30, 2013, DSI will provide PLA administration services for a monthly flat fee of \$15,000. DSI will provide Labor Compliance Program (LCP) services as requested by the District and will be billed at the following hourly rates:

Principal	\$212.72	per hour
Program Management	\$151.94	per hour
Tech Assist	\$139.79	per hour
Support	\$ 79.00	per hour

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/23/2011

PRODUCER (408) 224-4650
NETWORK ONE INSURANCE & FINANCIAL SERVICES, INC
5450 THORNWOOD DR., STE "K"

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

SAN JOSE CA 95123-

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

INSURER A: HARTFORD INSURANCE

Davillier-Sloan, Inc.
1630-12th Street

INSURER B:

INSURER C:

INSURER D:

Oakland CA 94612-

INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	57 SBA EN6587	07/25/2011	07/25/2012	EACH OCCURRENCE	\$ 1,000,000
				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
				/ /	/ /	MED EXP (Any one person)	\$ 10,000
				/ /	/ /	PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:		/ /	/ /	GENERAL AGGREGATE	\$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		/ /	/ /	PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57 SBA EN6587	07/25/2011	07/25/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
				/ /	/ /	BODILY INJURY (Per person)	\$
				/ /	/ /	BODILY INJURY (Per accident)	\$
				/ /	/ /	PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT	\$
				/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		/ /	/ /	EACH OCCURRENCE	\$
				/ /	/ /	AGGREGATE	\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	WC STATUTORY LIMITS	OTHER
				/ /	/ /	E.L. EACH ACCIDENT	\$
				/ /	/ /	E.L. DISEASE - EA EMPLOYEE	\$
				/ /	/ /	E.L. DISEASE - POLICY LIMIT	\$
		OTHER		/ /	/ /		

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

Consultants

The following are named additional insured per endorsement: Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives

Coverage subject to terms and conditions of the policy.

*except 10 days if non-payment cancel

CERTIFICATE HOLDER

() - () -
Oakland Unified School District
955 High Street
Oakland CA 94601-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

INS025 (0108).05

ELECTRONIC LASER FORMS, INC. - (800)327-0545

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Page 1 of 2



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-31-2012

GROUP:
POLICY NUMBER: 1813574-2012
CERTIFICATE ID: 73
CERTIFICATE EXPIRES: 04-08-2013
04-08-2012/04-08-2013

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH ST
OAKLAND CA 94601-4404

NB

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Thomas Elone
President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - SLOAN, JAKE PRESIDENT SEC, - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-08-2007 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

DAVILLIER-SLOAN, INC
1830 12TH ST
OAKLAND CA 94607

NB

[B11,NG]

PRINTED : 05-31-2012



INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	District-wide Project Labor Agreement	Site	District-wide
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	Davillier-Sloan	Agency's Contact	Jake Sloan
OUSD Vendor ID #	V043703	Title	President
Street Address	1630-12 th Street	City	Oakland State CA Zip 94607
Telephone	510-835-7603	Policy Expires	7-25-2012
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 #	NA		

Term			
Date Work Will Begin	7-1-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	6-30-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$180,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499, 9599, 9699	Measure B	9189901832	5825	\$180,000.00

Approval and Routing (in order of approval steps)						
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.						
1.	Division Head	Charles Love	Phone	510-535-7081	Fax	510-535-7082
	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	5-31-12		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	5-31-12		
3.	Associate Superintendent, Facilities Planning and Management					
	Signature		Date Approved			
4.	President, Board of Education					
	Signature		Date Approved			