

Board Office Use: Legislative File Info.	
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Enactment Number	20-1060
Enactment Date	6/24/2020 er



## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management

**Board Meeting Date** June 24, 2020

**Subject** Award of General Services Agreement for the Facilities Planning & Management Project to MKThink - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Award of General Services Agreement to MKThink, Oakland, California, for the latter to provide continued support to OUSD's 2019 Facilities Master Plan (FMP); which includes ongoing support and close out the Facilities master plan under an extended timeline, support the district in the project prioritization and asset management planning process, as well as the additional work required to collect, reconcile and management additional data sources, including cost, condition, lifecycle, and seismic data, for the Facilities Planning & Management Project, in the amount of \$194,488.00 which includes a contingency of \$16,912.00, as the selected consultant, with work scheduled to commence on June 25, 2020, and scheduled to last December 31, 2020, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant.

**Discussion** Consultant to provide consulting services to assist the District with 2019 Facilities Master Plan (FMP). Consultant was selected based on their demonstrated competence and professional qualifications. (Public Contract Code §20111(d) and Government Code §53060)

**LBP** (Local Business Participation Percentage) 00.00%

**Recommendation** Approval by the Board of Education of Award of General Services Agreement to MKThink, Oakland, California, for the latter to provide continued support to OUSD's 2019 Facilities Master Plan (FMP); which includes ongoing support and close out the Facilities master plan under an extended timeline, support the district in the project prioritization and asset management planning process, as well as the additional work required to collect, reconcile and management additional data sources, including cost, condition, lifecycle, and seismic data, for the Facilities Planning & Management Project, in the amount of \$194,488.00, which includes a contingency of \$16,912.00, as the selected consultant, with work scheduled to commence on June 25, 2020, and scheduled to last December 31, 2020, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant.

**Fiscal Impact** Fund 21 Measure J

## Attachments

- Agreement
- Scope of work
- Insurance Certificate



**CONTRACT JUSTIFICATION FORM**

**This Form Shall Be Submitted to the Board Office With Every Agenda Contract.**

**Legislative File ID No. 20- 1308**

**Department: Facilities Planning and Management**

**Vendor Name: MKThink**

**Project Name: Facilities Planning & Management**

**Project No.: 00918**

**Contract Term: Intended Start: June 25, 2020**

**Intended End: 12-31-2020**

**Total Cost Over Contract Term: \$194,488.00**

**Approved by: Tadashi Nakadegawa**

**Is Vendor a local Oakland Business or has it met the requirements of the**

**Local Business Policy?  Yes (No if Unchecked)**

**How was this contractor or vendor selected?**

This vendor was chosen directly based on their professional and specially trained services.

**Summarize the services or supplies this contractor or vendor will be providing.**

Vendor will provide continued support to OUSD’s 2019 Facilities Master Plan (FMP); which includes ongoing support to integrated master plan; facilities database dashboard; outreach and engagement; timeline lifecycle and seismic data from previous planning efforts.

**Was this contract competitively bid?  Check box for “Yes” (If “No,” leave box unchecked)**

If “No,” please answer the following questions:

- 1) How did you determine the price is competitive?

Vendor has done and is currently working for the District. Based on their experience of expertise and professional and specially trained services with this particular type of work, the District found that the Contractor performed work quickly, accurately, and efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding – *contact legal counsel to discuss if applicable*
- Sole source contractor – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$95,200 or less (as of 1/1/20)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

3) Explain in detail the facts that support the applicability of the exception marked above:

- Contractor was selected based on experienced expertise and professional specially trained services.

**OAKLAND UNIFIED SCHOOL DISTRICT  
GENERAL SERVICES AGREEMENT**

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This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **June 25, 2020**, (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **MK Think**. (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Services”): MKThink, to provide continued support to OUSD’s 2019 Facilities Master Plan (FMP); which includes ongoing support and close out the Facilities master plan under an extended timeline, support the district in the project prioritization and asset management planning process, as well as the additional work required to collect, reconcile and management additional data sources, including cost, condition, lifecycle, and seismic data. The Services include all work described in the June 3, 2020, proposal attached to this Agreement as Exhibit A.
  
2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.
  
3. **Term.** This Agreement shall begin on **June 25, 2020**, and shall terminate upon completion of the Services, but no later than **December 31, 2020** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to and including the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
  
4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.
  
5. **Payment of Fees for Services.** District agrees to pay Contractor fees in accordance with the attached Fee Schedule (See attached), for Services satisfactorily performed. Contractor shall not increase the rate over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall be a fixed fee of \$177,576.00 for basic services, with a not-to-exceed contingency of SIXTEEN THOUSAND NINE HUNDRED TWELVE DOLLARS NO/100 (\$16,912) for any approved additional services, including by not limited to those described in Paragraph 6 of Exhibit A, for a total potential contract fee of ONE HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED EIGHTY-EIGHT DOLLARS NO/100 (\$194,488). Contractor shall perform all Services

required by the Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within Thirty (30) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

6. **Indemnity.** Contractor shall, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) (collectively, the “Claims”) to the extent directly arising out of, or resulting from any ~~act~~, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor’s obligations under this Agreement, including, but not limited to Contractor’s or the Contractor Parties’ use of the site, Contractor’s or the Contractor Parties’ performance of the Services, Contractor’s or the Contractor Parties’ breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, “Equipment”) which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District’s reasonable satisfaction.

8. **Insurance.** Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than **\$ 1,000,000** each occurrence and **\$2,000,000** in the aggregate; (ii) commercial automobile liability insurance with limits not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate, if applicable; and (iii) worker’s compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled except after thirty (30) days’ prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance

maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the Contractor's insurance certificate shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor 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 Contractor and the Contractor Parties and otherwise in connection with this Agreement.

~~11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.~~

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A.  Contractor and Contractor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B.  The following Contractor and Contractor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.



Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon request from the District, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons

under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

22. **Liability of the Parties.** Notwithstanding anything stated herein to the contrary, neither party shall be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence to this Agreement.

24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

~~30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."~~

31. **Forms.** The following forms, attached to the contract, are incorporated into the contract:

- ~~Roof project certification (if required; see Public Contract Code §3006).~~
- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- ~~Local Business Participation Form.~~

Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

\* \* \* \* \*

**DISTRICT:**

**OAKLAND UNIFIED SCHOOL DISTRICT**

Jody London 6/25/2020  
Date

Jody London,  
President, Board of Education

Kyla Johnson-Trammell 6/25/2020  
Date

Kyla Johnson-Trammell,  
Superintendent, Board of Education

Tadashi Nakadegawa 6/3/20  
Date

Tadashi Nakadegawa,  
Interim, Deputy Chief, Facilities Planning & Management

**CONTRACTOR:**

**MKThink -**

By: Marijke A. Smit

Name: Marijke A. Smit

Title: Principal

Approved As to Form: [Signature] 6/10/20  
Date  
OUSD Facilities Legal Counsel

Exhibit A



June 3, 2020

Tadashi Nakadegawa  
Acting Deputy Chief of Facilities Planning and Management  
Oakland Unified School District  
955 High Street  
Oakland, California 94601

**Re: Proposal for Services**

Dear Mr. Nakadegawa,

Thank you for the opportunity to submit this proposal for services to support Oakland Unified School District's (OUSD) work related to the 2019 Facilities Master Plan (FMP) from February 2019 through August 2020. The following outlines scope and fees for services required to close out the facilities master plan under an extended timeline, support the district in the project prioritization and asset management planning process, as well as the additional work required to collect, reconcile and manage additional data sources, including cost, condition, lifecycle, and seismic data.

**1.1 FACILITIES MASTER PLAN - ONGOING SUPPORT**

- As a result of the extended timeline, the team was asked to accommodate more staff meetings, presentations, board meetings and FMP refinement than anticipated in Amendment 1.
- Additional time required to support the Facilities team with data collection, assessment, validation, reconciliation and integration of additional, inter-departmental and Blueprint data to inform the master plan project needs and refine the project list. The level of management and coordination required to accommodate and reconcile new, incomplete or incorrect data streams, was not anticipated
- Additional services projected to refine FMP projects to support capital finance and grant planning initiatives

**1.2 FACILITIES DATABASE DASHBOARD**

- The additional time required to assess and reconcile new, incomplete, or incorrect data from the previous Blueprint process required the team to spend more time validating, managing and refining the facilities data base than projected in Amendment 1.
- Add time to refine, organize, transfer and provide Code Book for RAD -- 'How To' Guide beyond notes and methodology already provided so that RAD does not need further consultant assistance.

**1.3 OUTREACH AND ENGAGEMENT**

- Amendment 1 based on March 2020 FMP board finalization supported OUSD-led outreach effort through February. Extended deadline and additional outreach meetings in March and April



require support for additional input, survey, and website management.

#### 1.4 PROJECT PRIORITIZATION SUPPORT

- Project prioritization support through

#### 1.4 PLANNING SUPPORT

- Ongoing support related to bond and capital asset planning
- ‘Return to school’ assessment and planning support
- Related meetings and prep

### TIMELINE

Services to support the finalization of a Facilities Master Plan Process and prioritization of project list, including Ongoing Facilities Staff Support, Database Support, and Engagement Process Support – March through November 2020.

#### 1. BASIS OF COMPENSATION

MKThink will continue this effort with the team led by MKThink Principal Marijke Smit, as well as a data analyst/planner.

Services	Fee	Schedule
1.1.1 Facilities Master Plan –Staff Support Extended Timeline & Scope (serviced rendered)	\$53,000	March – May 2020
1.1.2 Facilities Database Dashboard (services rendered)	\$9,120	March - May 2020
1.1.3 Outreach and Engagement Support (services rendered)	\$5,445	March 2020
1.1.4 FMP Project Prioritization Support	\$22,000	June – August 2020
1.1.5 Ongoing Planning Support for Capital Projects	\$52,000	September – December 2020
<b>Subtotal</b>	<b>\$169,120</b>	
1.1.6 Planning Contingency Allowance @ 10%	\$16,912	
Reimbursables Allowance at 5%	\$8,456	
<b>Total</b>	<b>\$194,488</b>	

Expenses incurred in the direct performance of this project, such as, but not limited to printing of meeting and deliverables materials, delivery services, etc., will be reimbursed to MKThink with a surcharge of 5% for processing and handling.

If the Scope of Service, Project Scope or the Client’s design directive changes materially, or the project schedule adjusts in a significant manner, the total non-to-exceed budget will be equitably adjusted.

Additional Services will be compensated on a Time and Materials basis according to MKThink standard



hourly rates – Academic Consulting.

Payment may be sent via check to:

MKThink  
1500 Sansome Street, Roundhouse One, 2<sup>nd</sup> Floor  
San Francisco, CA 94111  
T.I.N.: 94-3358324

Payments due to MKThink and unpaid beyond 30 days of date of invoice will bear finance charges beginning from 30 days after the issue of the invoice compounded at 1.5% per month.

MKThink appreciates your review and confirmation of this submission. Please indicate your agreement to proceed with the project by returning a signed copy of this letter to our office.

Faithfully submitted by MKThink

Approved by OUSD

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Marijke A. Smit  
Principal

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Tadashi Nakadegawa  
Acting Deputy Chief of Facilities Planning  
and Management  
Oakland Unified School District





## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Facilities Planning and Management Project	<b>Site</b>	918
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### Basic Directions

**Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.**

<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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### Contractor Information

<b>Contractor Name</b>	MK Think	<b>Agency's Contact</b>	Marijke Smit smit@mkthink.com		
<b>OUSD Vendor ID #</b>	002887	<b>Title</b>	Principal Chief Officer		
<b>Street Address</b>	1500 Sansome Street Roundhouse One	<b>City</b>	San Francisco	<b>State</b>	CA
<b>Telephone</b>	415-402-0888	<b>Policy Expires</b>			
<b>Contractor History</b>	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>OUSD Project #</b>	00918				

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	6-25-2020	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	12-31-2020
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$194,488.00
<b>Pay Rate Per Hour (If Hourly)</b>		<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### 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
9650/0000	Fund 21, Measure J	210-9650-0-0000-8200-5825-918-9180-9905-9999-99999	5825	\$194,488.00

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Acting Director, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	6/3/20		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	6/10/20		
3.	<b>Interim Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	6/3/20		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			