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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date November 30, 2016

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

Action Requested Approval by the Board of Education of an Agreement for Program Management between District and Brailsford & Dunlavey, Washington, D.C., for the latter to provide Program Management Services, in conjunction with the Division of Facilities Planning and Management Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, for the period commencing December 1, 2016 and concluding no later than November 30, 2017 in an amount not to exceed \$1,927,000.00.

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

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

Recommendation Approval by the Board of Education of an Agreement for Program Management between District and Brailsford & Dunlavey, Washington, D.C., for the latter to provide Program Management Services, in conjunction with the Division of Facilities Planning and Management Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, for the period commencing December 1, 2016 and concluding no later than November 30, 2017 in an amount not to exceed \$1,927,000.00.

Fiscal Impact Fund 21, Measure J

Attachments

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



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

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: Brailsford & Dunlavey

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

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

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

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? ☐ Yes (No if Unchecked)

How was this Vendor selected?

RFQ process

Summarize the services this Vendor will be providing.

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

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

If No, please answer the following:

1) How did you determine the price is competitive?

Negotiations

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- ☒ **Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

3) ☐ **Not Applicable - no exception - Project was competitively bid**

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

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AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

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

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

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

Article 1. DEFINITIONS

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

1.1.9. **Extra Services:** Extra Services are defined in Article 7 and **Exhibit "B."**

1.1.10. **Fee:** The Project Manager's Fee is defined herein, payable as set forth herein and in **Exhibit "D."**

1.1.1. **Program Manager:** The entity listed in the first paragraph of this Agreement, including all Consultant(s) to the Program Manager.

1.1.2. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Program Manager is required to perform.

SCOPE, RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER

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

Article 2. PROGRAM MANAGER STAFF

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

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

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

Article 3. SCHEDULE OF WORK

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

Article 4. CONSTRUCTION COST BUDGET

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

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

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

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

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

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

Article 5. FEE AND METHOD OF PAYMENT

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

Article 6. PAYMENT FOR EXTRA SERVICES

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

Article 7. OWNERSHIP OF DATA

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

in the Project Manager's possession.

Article 8. TERMINATION OF CONTRACT

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

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

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

Article 9. INDEMNITY

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

Article 10. FINGERPRINTING

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

such time as the Program Manager has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Program Manager's responsibility shall extend to all employees, agents, and employees or agents of its subcontracts regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Program Manager. Verification of compliance with this section and the Criminal Background Investigation Certification (**Exhibit "E"**) shall be provided in writing to the District prior to each individual's commencement of employment or participation on the Project and prior to permitting contact with any student.

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

Article 11. RESPONSIBILITIES OF THE DISTRICT

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

to the Program Manager.

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

Article 12. LIABILITY OF DISTRICT

- 12.1. Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 12.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Program Manager, or by its employees, even though such equipment be furnished or loaned to Program Manager by District.

Article 13. INSURANCE

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

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

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

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

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

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

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

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

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

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

Article 14. NONDISCRIMINATION

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

Article 15. COVENANT AGAINST CONTINGENT FEES

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

gift, or contingency.

Article 16. ENTIRE AGREEMENT/MODIFICATION

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

Article 17. NON-ASSIGNMENT OF AGREEMENT

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

Article 18. LAW, VENUE

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

Article 19. ALTERNATIVE DISPUTE RESOLUTION

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

Article 20. SEVERABILITY

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

Article 21. EMPLOYMENT STATUS

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

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

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

Article 22. WARRANTY OF PROJECT MANAGER

- 22.1. Program Manager certifies that it is aware of the provisions of the Labor Code of the State of California, that require every employer to be insured against liability for workers compensation or to undertake self-insurance in

accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the work of this Agreement.

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

Article 23. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS

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

Article 24. COMMUNICATIONS / NOTICE

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

<u>District</u> Oakland Unified School District Department of Facilities Planning and Management 955 High Street Oakland, CA 94601 ATTN: <u>Joe Dominguez, Deputy Chief</u>	<u>Project Manager</u> Brallsford & Dunlavey, Inc. 1140 Connecticut Ave., NW Suite 400 Washington, D.C. 20036 ATTN: <u>Chris Dunlavey</u>
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Program Manager and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Article 25. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

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

Article 26. S/SL/SLRBE LOCAL BUSINESS REQUIREMENTS

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

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

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

Article 27. OTHER PROVISIONS

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

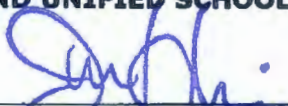
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.

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

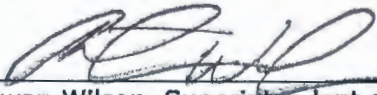
Susie Butler-Berkley 11-4-2016
Susie Butler-Berkley
Contract Analyst

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

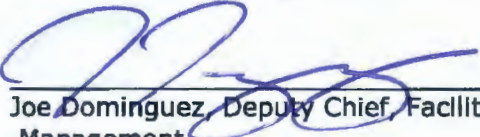
OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education

12/1/16
Date

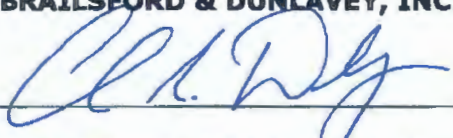

Antwan Wilson, Superintendent and
Secretary, Board of Education

12/1/16
Date


Joe Dominguez, Deputy Chief, Facilities Planning and
Management

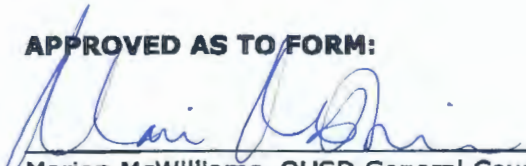
Date

BRAILSFORD & DUNLAVEY, INC.


By: CHRISTOPHER S. DUNLAVEY Its: PRESIDENT

11.14.16
Date

APPROVED AS TO FORM:


Marion McWilliams, OUSD General Counsel

11/14/16
Date

Exhibit A

EXHIBIT "A"
RESPONSIBILITIES AND SERVICES OF PROGRAM MANAGER

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

1. BASIC SERVICES

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

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

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

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

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

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

2. GENERAL SERVICES

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

3. PRECONSTRUCTION PHASE (if required)

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

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

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

estimates, and invoices of each.

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

parking, traffic, and safety.

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

4. CONSTRUCTION PHASE

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

and the Design Team.

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

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

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

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

- 4.21. To protect District against defects in the work of the construction contractor(s), Program Manager shall establish and implement a quality control program to monitor the quality and workmanship of construction for conformity with:
 - 4.21.1. Accepted industry standards;
 - 4.21.2. Applicable laws, rules, or ordinances; and
 - 4.21.3. The design documents and Contract Documents;
- 4.22. Where the work of a Construction contractor does not conform as set forth above, Program Manager shall, with the input of the Design Team:
 - 4.22.1. Notify the District of any non-conforming work observed by the Program Manager;
 - 4.22.2. Reject the non-conforming work; and
 - 4.22.3. Take commercially reasonable action(s) necessary to compel the construction contractor(s) to correct the work.
- 4.23. Maintain logs of requests for information ("RFI") from construction contractor(s), based on information obtained from the Design Team.
- 4.24. Establish and implement procedures, in collaboration with the District and the Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the Construction contractor(s) to the Design Team for review and approval. Maintain submittal and shop drawing logs.
- 4.25. Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.

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

5. PROJECT COMPLETION

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

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

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

6. FINAL DOCUMENTS

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

7. WARRANTY

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

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

8. AUDIT

Program Manager shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Program Manager transacted under this Agreement. Program Manager shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Pursuant to Government Code Section 8546.7, this Agreement shall be subject to examination and audit of the State Auditor as specified in the code. Program Manager shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Program Manager and shall conduct audit(s) during Program Manager's normal business hours, unless Program Manager otherwise consents.

EXHIBIT "B"
CRITERIA AND BILLING FOR EXTRA SERVICES

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

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

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

EXHIBIT "C"
FEE SCHEDULE

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

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

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

Will Mangrum
EXEC. J.P.
11/13/16

EXHIBIT "D"
FEE SCHEDULE

1. Compensation

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

2. Method of Payment

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

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

3. Hourly Rates

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

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

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

EXHIBIT "E"- CERTIFICATIONS

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date:

11.14.16

Proper Name of Consultant:

BRAINSFORD + DUNLAVY, INC.

Signature:

[Handwritten Signature]

Print Name:

CHRISTOPHER J. DUNLAVY, FAIA

Title:

PRESIDENT

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

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

I am aware of and hereby certify that neither _____
[Type name of Consultant] nor its principals are presently debarred,
suspended, proposed for debarment, declared Ineligible, or voluntarily
excluded from participation in this transaction by any Federal department or
agency. I further agree that I will include this clause without modification in
all lower tier transactions, solicitations, proposals, contracts and
subcontracts.

Where the Consultant or any lower participant is unable to certify to this
statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this Instrument has been duly executed by the
Principal of the above named Consultant on the 14TH day of
NOVEMBER 2016 for the purposes of submission of this
Agreement.

By:



Signature

CHRISTOPHER S. DUNAWAY, FAIA

Typed or Printed Name

PRESIDENT

Title

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. Consultant has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

____ Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

____ Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

____ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: _____

Title: _____

____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Consultant's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: _____

Proper Name of Consultant: _____

Signature: _____

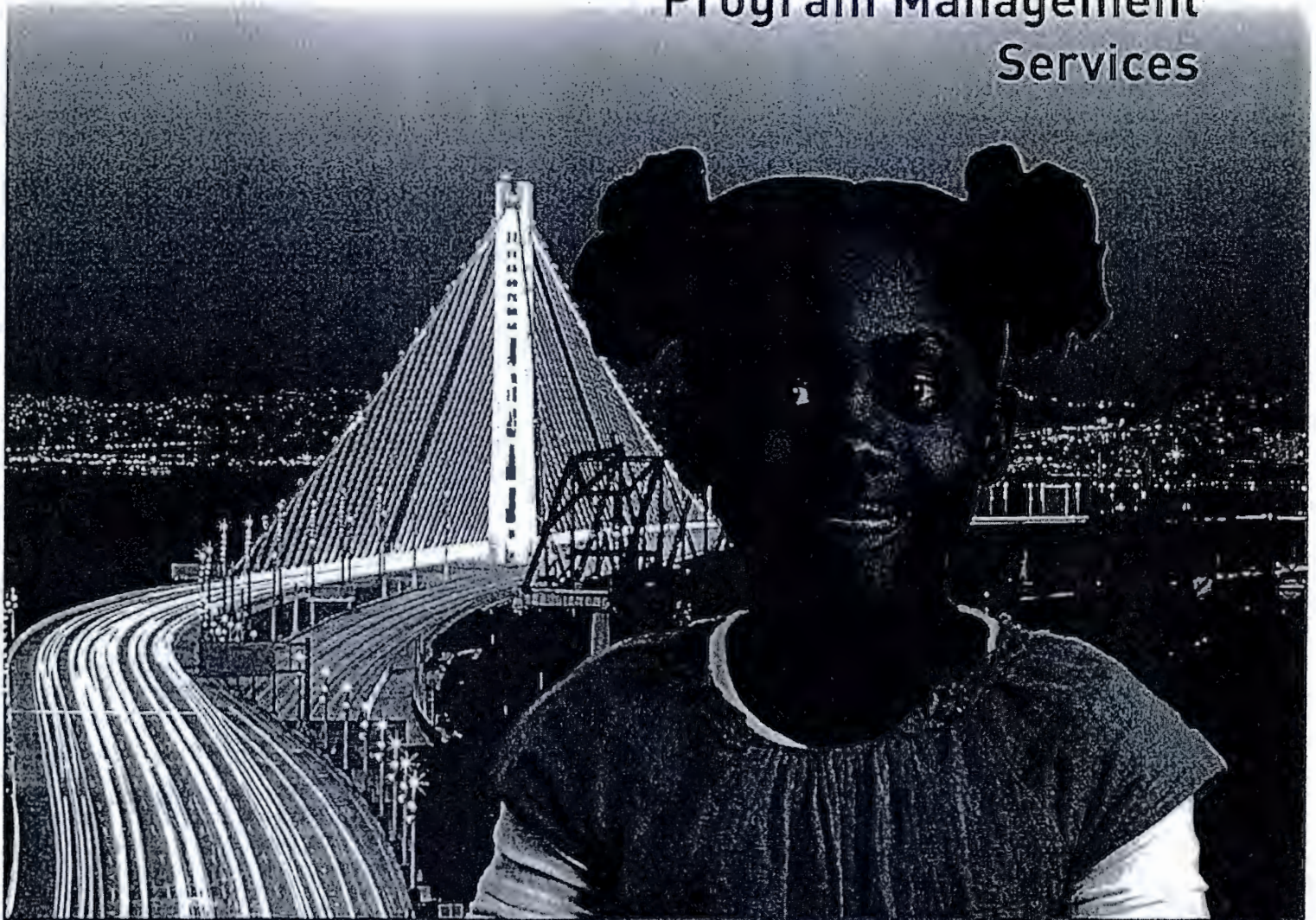
Print Name: _____

Title: _____



OAKLAND UNIFIED SCHOOL DISTRICT

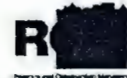
Program Management Services



MEASURE J BOND PROGRAM | REQUEST FOR PROPOSALS | AUGUST 02, 2016



BRAILSFORD & DUNLAVEY
in association with



August 2, 2016

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

Dear Mr. Nakadegawa,

It is with great pleasure that Brailsford & Dunlavey, Inc. in association with RGM and Associates and Colland Jang Architecture (collectively, the "B&D Team"), submits this response to your RFP for Program Management Services for the Oakland Unified School District ("OUSD") Measure J Bond Program. Particularly considering the revision of this role to reflect solely program management, we are confident that you will find the B&D Team ideally suited to serve the program's many needs. Having carefully reviewed the requirements of your revised RFP, our Team is confident that we will not only deliver the required services, as we have done for many other school districts, but that we will exceed OUSD's expectations for the program.

The B&D Team includes national industry leaders and local experts with a proven track record of both planning and managing major urban school modernization programs. Our multi-billion dollar portfolio includes the Baltimore City Public Schools, the Detroit Public Schools, the DeKalb County (GA) Public Schools, the District of Columbia Public Schools, and the Unified School Districts of Antioch, Benicia, Byron, Horicon Union, Livingston Union, Los Angeles, Marinex, Menlo Park, Merced Union, Napa Valley, Piner-Olivet Union, Pittsburg, Redwood City, River Delta, Sebastopol Union, Tracy Unified, West Contra Costa, West Sonoma Valley Union, and (most importantly) Oakland.

As a national leader in urban PK-12 program management, Brailsford & Dunlavey offers the benefit of a global perspective, gleaned from experience on numerous other major urban school district programs, including some of the largest and most complex programs nationwide, and our consequent familiarity with the education facility industry's best practices and latest innovations. Of course, this experience has also taught us that no two communities are alike and, therefore, the successful delivery of our customized approach must rely on close partnership with local firms. For the OUSD program, we have carefully selected as local partners RGM and Associates and Colland Jang Architecture, both of whom have extensive experience working with Oakland Unified School District and the surrounding area. Through this partnership, we will meet or exceed the requirements of the Local Business Utilization Policy as well as achieve the familiarity with the local market conditions and community cultures that are essential to satisfying program requirements.

Perhaps most importantly, we understand how essential it is for OUSD's program manager to integrate its staff seamlessly into the District's organizational structure — to gracefully merge our expertise into the existing landscape. We pride ourselves in having successfully accomplished this in other large K-12 school districts throughout the country, where we are often considered an extension of the district's staff and work side-by-side with their administrative leaders and project managers. Not only do we pledge to do the same for OUSD, but we have in fact proposed herein an organizational structure that allows flexibility in the assignment of specific roles, to allow for OUSD to recommend professionals for us to include on our Team.

EXECUTIVE SUMMARY

The Brailsford & Dunlavey Team recognizes that the Oakland Unified School District ("OUSD") is obliged to exercise great care in choosing its partner for the modernization of the District's school facilities. Much is at stake for this high-visibility program, and its challenges are significant: limited financial resources, many stakeholders with strong but differing opinions, technical issues stemming from aging or inadequate infrastructure, and projects that must be completed on schedule in order for children to have a place to learn when the school year begins.

For these reasons and many others, prudence suggests that OUSD partner with a team with a **proven track record in school facility modernization program delivery and the highest level of experience addressing the wide range of issues likely to be encountered.** In response to this need, we submit that no other firm or team of firms can match the level of experience that the Brailsford & Dunlavey Team offers.

Brailsford & Dunlavey and our partners offer OUSD four distinct advantages which set us apart:

1. National leadership on urban school modernization programs,
2. Local Oakland presence and expertise,
3. In-house K-12 planning capabilities, and
4. Our customized, boutique approach to program management.

Advantage 1: National Leadership on Urban School Modernization Programs

Over the last decade, Brailsford & Dunlavey has become a national leader in the delivery of major urban PK-12 school modernization programs. In such cities as Austin, Baltimore, Los Angeles, Washington, D.C., and others, Brailsford & Dunlavey has planned and delivered the completed design and construction of school modernization programs exceeding several

billion dollars in value. **Without exception, B&D has delivered our projects on schedule and within the constraints of approved funding; but equally important, they have been projects that have achieved our clients' goals for quality and results.** Not only have our projects earned awards for design, construction quality, sustainability and energy efficiency, but they have made clear contributions to the well-being of their surrounding communities, by targeting program spending **to benefit local businesses and employ local workers**, and by supporting **improved school enrollments and student performance statistics** such as test scores.

From this experience, our Team understands that **two of the most important keys to a public school modernization program's success are communication and transparency.** Communication is a root cause of more than 90 percent of all program issues, whether they appear on the surface to be technical or administrative in nature. For this reason, the Brailsford & Dunlavey Team places great emphasis on proactive communication. This includes communicating with OUSD, DSA, various City agencies, impacted school administrators, faculty, students and parents, utility providers, other stakeholders, and the public at large. OUSD as well as the City of Oakland will benefit from our experience managing school modernization programs with a high degree of transparency. For a program to succeed in both reality and perception, the public must know that funds are being responsibly managed. The Brailsford & Dunlavey Team will provide program documentation in real time that will stand the test of public scrutiny.

Our experience with urban modernization programs has shown that in addition to the collaboration requirements, the two other **keys to success are the ability to assess and prioritize program needs.** Assessing and prioritizing allows the limited funds to be allocated in a manner that will produce the greatest return on investment and the ability to rapidly and

context of the entire portfolio of school buildings and city-wide demographic/socioeconomic trends and programmatic needs.

Furthermore, our Team's internal planning capabilities include architecture, construction services, and facilities management, which enable us to evaluate accurately existing conditions and develop detailed project scopes that accommodate the required building program and reflect the desired level of quality. Additionally, we recognize that the cost of changes increases as projects approach completion, and apply an understanding of how ongoing operation and maintenance costs impact the overall facility lifecycle cost. Leveraging the interdependence of these activities to lower overall project costs will enable OUSD to accomplish more with fewer resources.

In managing the Measure J program, we'll implement proactive quality assurance (QA) processes in early phases of the project to produce designs that are clearly understandable and constructible. This approach will reduce the need for costly modifications and change orders during the construction phase, which will dramatically stretch the value of available funds.

Advantage 4: Our Customized, Boutique Approach to Program Management

Our Team is the right size. We are large enough to have the full array of technical capabilities and resources to meet all program requirements, yet we're sufficiently small enough that we still have the corporate autonomy necessary to respond proactively and quickly to requests made by OUSD. Further outlined in our approach is our goal of leveraging and building the District's in-house capacity, by integrating our staff within the existing established organizational structure. This will allow for meaningful collaboration, and the implementation of lessons learned and best practices.

Brailsford & Dunlavy is often recognized for its work on major urban school districts, such as the District of Columbia Public Schools (DCPS) program, for the degree of transformation that's been achieved. DCPS, for example, once had some of the most dilapidated facilities in the nation, and now the system receives numerous awards due in part to its ability to fund extensive renovations, new construction, and high level LEED® certifications. However, our firm has even more, but less publicized, experience managing programs that have limited funding sources in similar challenging urban conditions.

In particular, our work in DeKalb County, Georgia, and Prince George's County, Maryland, and on dozens of charter school projects in the District of Columbia, are prime examples of our Team working in tandem with the client, architect, and builder to achieve excellence with limited funding resources.

The Brailsford & Dunlavy Team is accustomed to developing and delivering long-term solutions that enhance our clients' ability to meet specific program goals, improve overall organizational performance, and achieve desired organizational outcomes more rapidly and at lower cost. Ultimately, by choosing our Team to manage this program, OUSD can be confident that the program will achieve its desired outcomes. This will **benefit impacted students and communities, create more business and job opportunities for City residents, and enhance OUSD's relationship with the public it serves.** As program manager, the Brailsford & Dunlavy Team will serve as OUSD's partner, advocate, and representative, enhancing its technical, management, and administrative capabilities. It will be our job to adopt the goals of OUSD and seamlessly integrate our staff – so we work together as one TEAM.

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3 PROPOSED METHODOLOGY & CAPABILITIES

4 COST & FEE SUMMARY



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Mr. Tadashi Nakadegawa
August 2, 2016
Page 2 of 2

This proposal summarizes the capabilities of our firm and our partners, describes the relevant experience and capabilities of our team members, and details the proposed approach to support OUSD. Please let this letter assure you that, in our team, OUSD has a partner who is absolutely committed to protecting your interests and achieving your goals.

Of course, written materials are limited in what they can convey about our prospects for success. We therefore look forward to the opportunity to meet with you in person to discuss this proposal and any questions you may have for us. In any and all cases, very best wishes to you in your endeavors.

Sincerely,



Christopher S. Dunlavey, AIA, LEED AP
President

cost-effectively address the technical and economic challenges posed by unknowns often encountered in the form of aging and/or unmapped infrastructure surrounding the facilities. The Brailsford & Dunlavey Team has extensive experience with both of these issues and has developed proven systems for identifying and implementing technically and economically sound solutions for keeping projects on track in spite of these challenges.

Finally, our national experience on urban school modernization programs has taught us the **importance of achieving or surpassing economic inclusion goals**. Brailsford and Dunlavey is a minority-owned firm, and we understand the challenges such firms face. As a result, we are always looking for ways to mentor local small and disadvantaged businesses. This commitment helps to build the City's minority business base and keeps money in the local economy. For us, it is just one of the ways that we give back to the communities in which we operate.

Advantage 2: Local Oakland Presence and Expertise

Just as B&D is a national leader in PK-12 programs, our partner RGM and Associates is widely recognized as one of the leading program and construction managers in northern California, with relevant experience providing similar program and construction management services currently for OUSD as well as the Unified School Districts of Antioch, Benicia, Byron, Horicon Union, Livingston Union, Marinex, Menlo Park, Merced Union, Napa Valley, Piner-Olivet Union, Pittsburg, River Delta, Sebastopol Union, Tracy Unified, West Contra Costa, and West Sonoma Valley Union. Both RGM and our other sub-consultants, Colland Jang Architecture, are based locally and have extensive experience working with OUSD.

RGM and Associates' experience implementing major education construction projects in Oakland and throughout northern California provides our Team with

an **unparalleled understanding of current market conditions, including subcontractor and supplier costs, labor pay scales, small and local business requirements, and DSA and other regulatory approving agencies' requirements**. In addition, our team brings direct experience working with many of the architects and engineers that will be called upon to design these schools, and we have developed a database of school design and construction costs collected over the last several years to use as a guideline and substantiation of project-specific early feasibility, conceptual, and schematic cost estimates.

Our local partners bring **credibility and connectivity to the local community**, enabling the Brailsford & Dunlavey Team to enhance OUSD's efforts to build stronger relationships with the individual neighborhoods in which the schools are located. With proper planning, management, and engagement of local stakeholders, modernized schools will become centers of community activity capable of transforming and revitalizing entire neighborhoods. Our proven approach includes methods for leading public and stakeholder meetings in a manner designed to create alignment and rally support for these common goals.

Advantage 3: In-House K-12 Planning Capabilities

In addition to our program management credentials, the Brailsford & Dunlavey Team boasts PK-12 master facility planning capabilities supported by Accredited Learning Environment Planners (ALEP's) under the auspices of the Association for Learning Environments (formerly CEFPI). Our Team has the ability to develop educational specifications independently and convert them into building-specific programs based upon enrollment/capacity projections and site-specific educational program needs. Our Team brings years of experience managing major Capital Improvement Plan (CIP) programs, with all related budget planning and tracking models, and we understand the **importance of developing individual facility plans within the**



1 Firm Information

It will be our job to adopt the goals of OUSD and seamlessly integrate our staff – so we work together as one TEAM.

The Brailsford & Dunlavey Team has a history of developing and delivering long-term solutions that enhance our clients' ability to meet specific program goals, improve overall performance, and achieve desired outcomes. By choosing our Team to manage the Measure J Bond Program, OUSD can be confident that the program will achieve the desired outcomes.

PHOTO: JEFFREY M. HARRIS/STUDIO CITY PHOTOGRAPHY



BRAILSFORD & DUNLAVEY

75+

**PROGRAM
MANAGEMENT
CLIENTS**

138+

PK-12 PROJECTS

\$2.5B+

**IN COMPLETED PK-12
PROJECTS**

\$35B+

**IN COMPLETED
PROJECTS**

OFFICE LOCATION

5 Park Plaza
Suite 1520
Irvine, CA 92614

HEADQUARTERS

1140 Connecticut Ave., NW
Suite 400
Washington, D.C. 20036

YEARS IN BUSINESS

23

LEGAL STRUCTURE

Corporation (D.C., 1993)

OWNERSHIP/SENIOR OFFICIALS

Paul Brailsford, CEO
Chris Dunlavy, President

PORTION OF PM/CM OF OVERALL BUSINESS

100%

PORTION OF K-12 OF OVERALL BUSINESS

37%

K-12 LITIGATION

None

HISTORY & PHILOSOPHY

Brailsford & Dunlavy (B&D) was first established as Brailsford Associates, Inc. in 1993 to provide integrated economic and architectural planning services and program management in the development of quality of life facilities. In 1996, the firm's name was changed to Brailsford & Dunlavy.

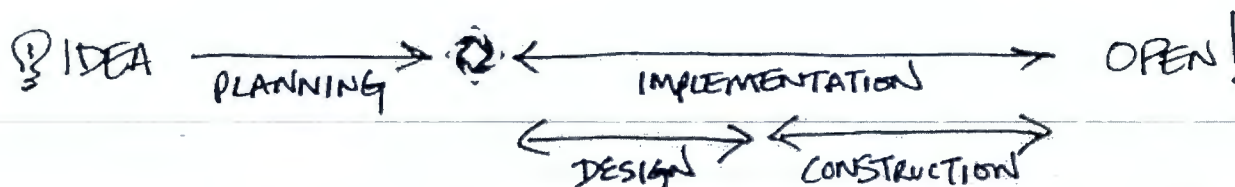
As the company grew, its areas of specialization grew to include the following facility types: PK-12 facilities, student housing, campus recreation and athletics, student unions, professional sports, conference and convention centers, and community recreation.

Today, having completed more than 1,000 assignments across the country, B&D has planned or managed the implementation of more than \$35 billion in completed construction projects.

Our mission is to make our clients the strongest owners possible throughout the planning and implementation process.

Brailsford & Dunlavy is a program management firm with comprehensive in-house planning capabilities, dedicated to serving PK-12 and higher educational institutions, public agencies, corporations, and non-profit clients.

Brailsford & Dunlavy's "Value Management" approach to facility development responds to the basic problem facing any entity which seeks to develop new or renovate existing facilities: How can the project achieve its strategic objectives in the most economical manner possible?



Our services are designed to minimize the four primary types of risk associated with facility development projects—revenue, financing, capital cost, and operating cost—while consistently maintaining a focus on our client's mission as the overriding determinant of project priorities.

We have a consistent record of quality control and ensuring projects are completed on time and on budget. Thirty-seven percent of the firm's revenues are derived from PK-12 projects.

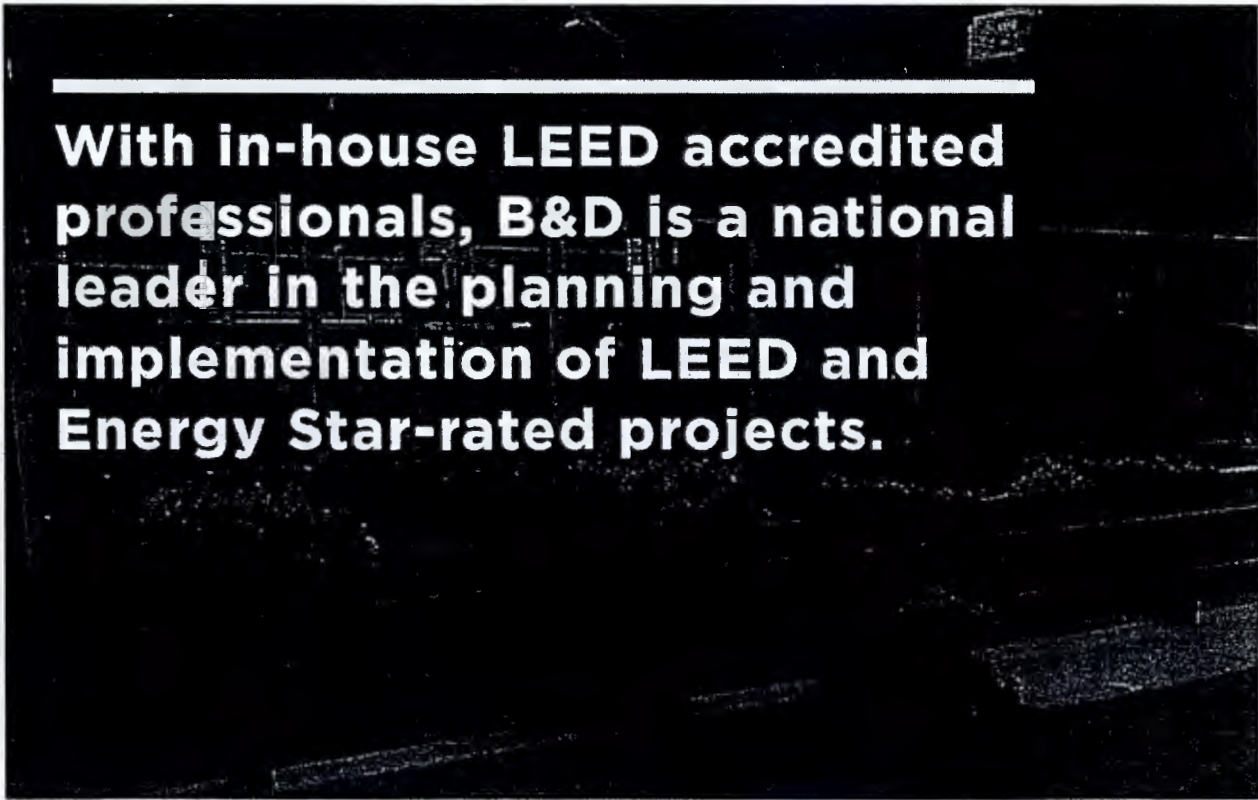
Our program management services emphasize the facilitation of our clients' decision-making processes and the relentless execution of their vision. Whether preparing RFQ/Ps, selecting and managing architects and builders, hiring and training staff, or maintaining control over the three critical variables of quality, cost, and schedule, our role is to ensure that our client's performance criteria are met in every aspect.

B&D arms its clients with all of the necessary expertise and systems to maintain control over a project and to ensure that it surpasses expectations. As program managers, B&D enables rapid and efficient communication among project team members and ensures that each client remains fully informed and in control of all design and construction elements.

Listed among *Engineering News-Record's* "Top 50 Program Management Firms," B&D is a minority-owned business with offices located in Irvine, Atlanta, Austin, Boston, Charlotte, Chicago, Columbus, Detroit, New York City, and Washington, D.C.—and features a client base in all 50 states. B&D and its leaders are members of the Association for Learning Environments (ALEP), the U.S. Green Building Council (USGBC), the Project Management Institute (PMI), and the American Institute of Architects (AIA).

SERVICES

- Sustainability & 21st Century School Planning
- Visioning & Benchmarking
- Needs Assessments & Master Planning
- Capital Improvement Plan Development
- Site Analysis, Facility Programming & Ed Spec Development
- Stakeholder Engagement & Referendum Support
- Program & Project Management
- RFP & Procurement Management
- Contract Negotiation & Management
- Economic Inclusion & Workforce Compliance



With in-house LEED accredited professionals, B&D is a national leader in the planning and implementation of LEED and Energy Star-rated projects.

SUBCONTRACTORS

Although Brailsford & Dunlavey is a full-service program management firm offering services from project planning through occupancy, we always prefer to combine our national expertise with local experience. That is why, for this project, we have teamed with firms that are locally-based and/or have extensive experience working in Oakland and the surrounding school districts. The roles of the subcontracting firms are summarized below with firm overviews following. Further clarification is also provided in Tab 2 - Proposed Project Team.

Subcontractor responsibilities

RGM and Associates

Led by President, Ralph Caputo, RGM and Associates has earned a reputation as one of the most professional experienced General Contracting and Construction Management firms in the Northern California Bay area. RGM is a Local Business Enterprise (LBE) and will primarily provide construction management functions, in addition to supporting program administration.

Colland Jang Architecture

Colland Jang Architecture is an Oakland certified Small Local Business Enterprise (SLBE). The firm has completed a number of K-12 projects for the Oakland Unified School District. These public school projects came under the jurisdiction of the Division of the State Architect (DSA) for project approval or the Office of Public School Construction (OPSC) for project funding. For this endeavor, the firm will oversee all project planning, programming, and scoping activities during pre-construction.



Program and Construction Managers

OFFICE

3230 Monument Way
Concord, CA 94518
P: 925.671.7717

*RGM has been previously certified as a *Local Small Business Enterprise*. Recertification is currently pending review by the City of Oakland.

OVERVIEW

RGM and Associates (RGM)

was incorporated in the State of California in February 1987. Since 1993, RGM has focused primarily on representing public agencies with program and construction management services and the facility needs of K-12 districts. The principals of the firm are Ralph J. Caputo, President; Anthony Contiente, Vice President; Jon Novero, Vice President of Operations/Secretary, and Gino Elliott, Vice President.

RGM is a program and construction management firm specializing in public sector work with greater than 90% concentration in K-12 to K-14 educational facilities.

EDUCATION SPECIALTY

RGM provides comprehensive planning, funding support, facility assessments, educational specification consulting, facility master planning, pre-construction services, construction phasing and management, expenditure reporting, grant writing, and other specialized services. The firm's personnel and primary team members are Senior Project Managers and Project Managers with demonstrated experience and references in serving K-12 districts in similar programs within Northern California. RGM team members are fluent in DSA, CDE, and OPSC programs and requirements including Public Contract Code, CEQA, Career Technology and Joint Use facilities. RGM and Associates supports a "green commitment" and are proud members of the U.S. Green Building Council (USGBC) and the Collaborative for High Performance Schools (CHPS).

...RGM consistently demonstrated their untiring loyalty and dedication to their projects. They provide high levels of leadership/management organizational skills, in-depth technical knowledge (of all disciplines of construction), including political acumen - they know how to manage and run a project.

*Gary R. Freschi
Director of Facilities Planning & Construction
West Contra Costa Unified School District*



OFFICE
211 10th Street
Suite 328
Oakland, CA 94607
P: 510.839.7828

OVERVIEW

Colland Jang Architecture was established in 1993. The firm is certified by the City of Oakland as a Small Local Business Enterprise (#3426).

Colland Jang Architecture is a full service architectural firm that typically undertakes all project phases. The firm works with a well-established network of consultants as part of basic services that include structural, mechanical, and electrical engineers in addition to landscape architects and cost estimators. The firm has considerable experience working with school districts.

Architect Colland Jang has over 30 years of experience in the design and project management of commercial and institutional projects. As a long-time resident of Oakland, he has been active in civic and community service. Under Mayor Jerry Brown, Mr. Jang served on the City of Oakland's Planning Commission for two three-year terms. In addition, as a steering committee member of the community coalition that advanced

the Revive Chinatown Study to actual streetscape improvements, he provided leadership to improve pedestrian safety within the Oakland Chinatown core. Mr. Jang recently completed servicing on the City of Oakland's stakeholder committee for the Lake Merritt BART Station Area Specific Plan.

Colland Jang Architecture is currently a sub-consultant to SGI Construction Management for the Oakland Unified School District bond programs. Mr. Jang has direct involvement in the District's Facilities Planning and Management Department as Design Manager. His responsibilities include procurement of professional services, pre-construction school site assessments and leading in-house design teams. One in-house design project nearing completion is Unifying Leadership at 1000 Broadway. This project was designed and executed in three phases, and involved nearly 100,000 square feet of tenant improvements for the District's administrative staff.

City Administrator's Office, Contracts and Compliance Division

Small Local Business Enterprise

Presented to:

COLLAND JANG ARCHITECTURE

Services Provided:

541310 Architectural Services

3426

Certification Number

30-Jun-18

Expiration Date

Shelley Darnenburg
Shelley Darnenburg,
Senior Contract Compliance Officer

05-26-16
Date



CITY OF OAKLAND





OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students.

Certification No.1012

CERTIFICATION

is hereby granted to

Colland Jang Architecture

Oakland Unified School District recognizes Colland Jang Architecture as a Small, Local Resident Business Enterprise (SLRBE) in compliance with the Local Business Program.

All SLRBEs must maintain their Small, Local Business Enterprise (SLBE) certification with the City of Oakland.

July 15, 2018

Expiration Date

Hitesh Haria

Chief Operations Officer

Shonda Scott

Local Business Utilization Contract Compliance

OUSD Board of Education

President James Harris
Director Nina Senn

Vice President Jody London
Director Jumoke Hinton Hodge

Director Shanith Gonzales
Director Roseann Torres

Director Aimee Eng
Superintendent Antwan Wilson

Understanding that schools anchor communities, B&D has provided program management services for multi-billion dollar programs for school districts and has planned and implemented millions of square feet of new and renovated facilities.

K-12 SCHOOL PROJECTS FROM PAST FIVE YEARS

PROJECT SIMILARITIES TO OUSD

The matrix below provides an overview of our K-12 school planning and program management experience from the past five years.

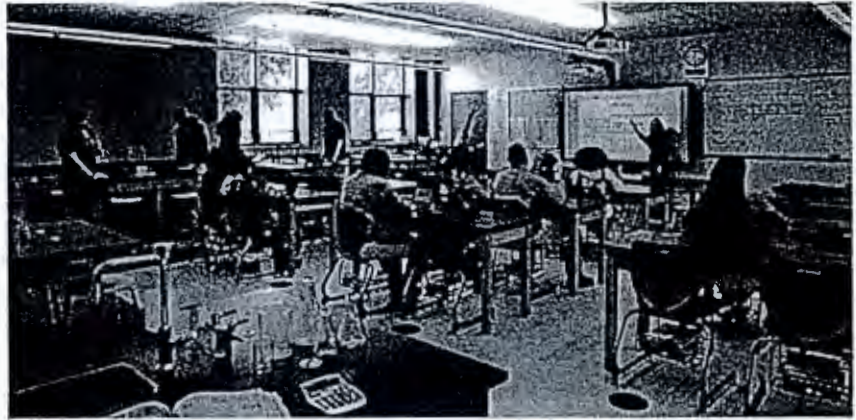
PROJECT NAME AND LOCATION	FIRM	CONTACT PERSON & PHONE NUMBER	FIRM PERSON IN CHARGE	PROJECT DOLLAR VALUE	K-12 MASTER PLANNING	PROGRAM MANAGEMENT	CONSTRUCTION MANAGEMENT	LOCAL BUSINESS PROGRAM	COORDINATION WITH DISTRICT STAFF	DSA EXPERIENCE
Los Angeles Unified School District Facilities Prioritization Planning Los Angeles, CA	B&D	Kristina Tokes (213) 241-2043	Chris Dunlavy	\$4.15 B	■				■	■
District of Columbia Public Schools Renovations Program Management Washington, DC	B&D	Jeff Bonvechio (202) 671-2397	Will Mangrum	\$3.5 B	■	■	■	■	■	
Alexandria City Public Schools Program Management and Long-Range Facilities Plan Alexandria, VA	B&D	Mark Eisenhower (703) 772-1072	Will Mangrum	\$45 M	■	■	■		■	
Prince George's County Public Schools Facilities Master Plan and Schools Modernization Construction Program Management Prince George's County, MD	B&D	Sarah Woodhead (301) 952-6548	Will Mangrum	\$43 M	■	■	■		■	
Baltimore City Public Schools Modernization and Construction Management Baltimore, MD	B&D	Eric Johnson (410) 223-4116	Will Mangrum	\$1.1 B		■	■	■	■	
Detroit Public Schools Renovation and Construction Program Management Detroit, MI	B&D	Mark Schrupp (313) 318-9642	Chris Dunlavy	\$500.5 M	■	■	■	■	■	
DeKalb County School District New and Renovated Schools Program Management DeKalb County, GA	B&D	Joshua Williams (678) 676-1461	Will Mangrum	\$500 M		■	■		■	
Little Rock School District Facilities Master Plan Little Rock, AR	B&D	Kelsey Bailey (501) 447-1010	Beth Penfield	\$415 M (estimated)	■				■	
Knox County Schools Facilities Demand Assessment Knoxville, TN	B&D	Russ Oaks (865) 594-4488	Marcus Huff	N/A	■				■	
Capital City Public Charter School Renovation Planning and Program Management Washington, DC	B&D	John Breyer (202) 352-0214	Ann Drummie	\$24.2 M	■	■	■		■	

PROGRAM MANAGEMENT SERVICES: OUSD MEASURE J BOND PROGRAM

K-12 SCHOOL PROJECTS FROM PAST FIVE YEARS

Matrix continued...

PROJECT NAME AND LOCATION	FIRM	CONTACT PERSON & PHONE NUMBER	FIRM PERSON IN CHARGE	PROJECT DOLLAR VALUE	PROJECT SIMILARITIES TO OUSD					
					K-12 MASTER PLANNING	PROGRAM MANAGEMENT	CONSTRUCTION MANAGEMENT	LOCAL BUSINESS PROGRAM	COORDINATION WITH DISTRICT STAFF	DSA EXPERIENCE
Meridian Public Charter School Renovation and Addition Program Management Washington, DC	B&D	Vincent Blount (202) 387-9830	Ann Drummie	\$16.7 M		■	■		■	
Washington Latin Public Charter School Renovation and Addition Program Management Washington, DC	B&D	Martha Cutts (202) 621-6618	Ann Drummie	\$13.5 M		■	■		■	
KIPP DC School Renovation Program Management Washington, DC	B&D	Alex Shaws (202) 223-4505	Ann Drummie	\$28.5 M		■	■		■	
Oakland Unified School District Modernization and Construction Management Projects Oakland, CA	RGM	Tadashi Nakadegawa (510) 879-2967	Eric Scheuermann Don Chew	\$53.3 M		■	■		■	■
Antioch Unified School District New Construction and Modernization Projects Antioch, CA	RGM	Timothy Forrester (925) 779-7500	Marlin Jones Richard Dunlap	\$68.4 M		■	■	■	■	■
John Swett Unified School District Construction Management Projects Rodeo, CA	RGM	Robert Stockberger (510) 245-4300	Andrea Noble Ridge Greene	\$15.9 M		■	■	■	■	■
Martinez Unified School District Construction Management Projects Martinez, CA	RGM	Rami Muth (925) 335-5908	Jon Novero Greg Lykken Ridge Green	\$20.9 M		■	■	■	■	■
Tracy Unified School District Construction Management Projects Tracy, CA	RGM	Dr. Brian Stephens (209) 830-3201	Anthony Continente	\$173 M		■	■	■	■	■
Menlo Park City School District Modernization and Construction Management Projects Atherton, CA	RGM	Ahmad Sheikhholeslami (650) 321-7140	Ralph Caputo Brenda Parella Jamie Ferranti	\$203.3 M	■	■	■	■	■	■
Pittsburg Unified School District Modernization and New Campus Construction Management Projects Pittsburg, CA	RGM	Paul Disario (559) 273-9549	Jon Novero Gino Elliot	\$142 M	■	■	■	■	■	■



DISTRICT OF COLUMBIA PUBLIC SCHOOLS

**PUBLIC SCHOOLS
MODERNIZATION
PROGRAM
MANAGEMENT
WASHINGTON, DC**

Since 2007 B&D—in a joint venture with McKissack & McKissack—has been serving as program manager for the massive public school modernization program in the District of Columbia. This program was initiated as a result of the school reform effort championed by former Mayor Adrian Fenty, becoming the centerpiece of his administration. Ensuing mayors have continued this tradition with utmost support. The program's commitment is to fully and/or partially modernize all 123 elementary, middle, and high school buildings and their related administrative and support facilities. It is currently estimated that the program will require approximately \$3.5 billion and 15 years to complete, resulting in more than 12 million square feet of both renovated and new construction. Our tasks as program manager on this joint venture have included providing strategic advice to the Department of General Services (DGS), formerly the Office of Public Education Facilities Modernization (OPEFM); developing the Master Facilities Plan that guides the program; managing all procurement, design, and construction activities including community engagement.

The B&D team is responsible for all facets of the program's implementation, including:

- ◆ Providing strategic advice to DGS
- ◆ Developing and periodically updating the Master Facilities Plan
- ◆ Scoping, budgeting, and scheduling each project
- ◆ Annually developing and updating of the program's six-year Capital Improvement Plan
- ◆ Developing each project's architectural program / Educational Specification
- ◆ Selecting and contracting with architects and design teams for each project
- ◆ Bidding and procuring construction contractors and design-builders
- ◆ Managing the design, construction, and occupancy processes for each project
- ◆ Ensuring on-time, on-budget delivery of each project while maintaining the highest quality for each
- ◆ Ensuring achievement of sustainable design goals and economic inclusion goals

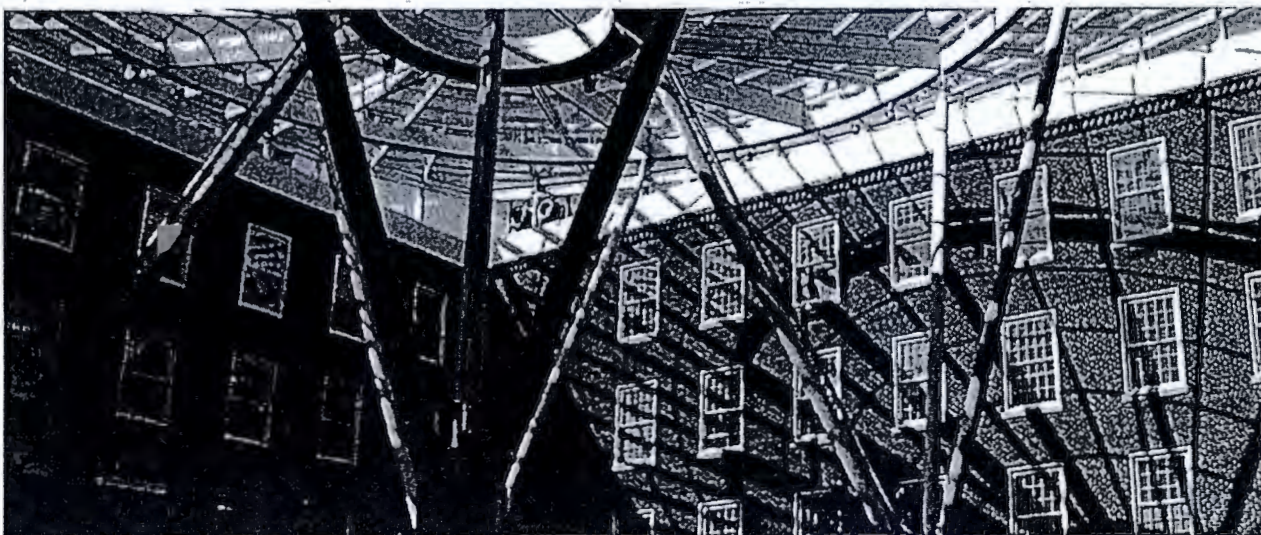
DCPS continued...

The modernization program consists of the full renovation or, in some cases, demolition and reconstruction of school facilities to adhere to current standards for technology and academic programs. Each school also must meet modern requirements for life safety, accessibility, environmental sensitivity, and the general health and well-being of students, teachers, and administrators.

No two schools in this project are alike, and a unique response to each facility is needed. Because our program management team members come from a variety of backgrounds—architecture, engineering, planning, construction management—they are able to provide a unique solution for each property and fuse together the aspirations of the community with existing school conditions. Our team works closely with school administrators, faculty, and students at every step of the renovation/construction process. From the beginning when the team helps school members pack up and move out before construction begins, to the end when the team trains the community to give tours of the new facility, everyone is involved, giving everyone a greater sense of community ownership and pride. This community ownership and pride is also evident in the increased enthusiasm of surrounding neighborhoods. Hundreds of residents attend summertime ribbon cutting ceremonies to celebrate the opening of their new neighborhood facilities. Parents and students are increasingly involved in the modernization process via volunteer School Improvement teams and wider community outreach meetings.

All work completed to date under every modernization project and stabilization program has been finished on time and on budget. The program has been a national model of sustainable design, with each project achieving at least LEED Silver certification (including Cooke Elementary School, the first school in America certified under the USGBC's LEED for Schools rating, and Dunbar High School, the United States' first LEED Platinum public high school). Furthermore, the program has achieved record economic benefits for the city, as more than 50% of all contract dollars have been earned by certified local business enterprises, and more than 40% of construction hours on each project have been worked by D.C. residents. Additionally, facility improvements have contributed to improved academic performance; for the first time in decades, D.C. Public School's enrollment and average test scores have consistently risen.

The program has earned approximately 100 industry awards for excellence in program management, design, construction, sustainability, and nearly every other capital development project component. ♦





BALTIMORE CITY PUBLIC SCHOOLS / MARYLAND STADIUM AUTHORITY

SCHOOLS MODERNIZATION AND CONSTRUCTION PROGRAM MANAGEMENT

BALTIMORE, MD



In the summer of 2014, the Maryland Stadium Authority (MSA) hired Brailsford & Dunlavey, as part of a joint venture with McKissack & McKissack, to implement a \$1.1 billion capital improvement program for approximately 23-28 new or modernized Baltimore City Public Schools (BCPS). The program will dramatically upgrade the educational environment for students consistent with BCPS' 21st Century Buildings Plan. These modern learning environments will include flexible and adaptive spaces, interactive social areas, collaboration space, and multifunctional spaces designed for both parent and community use.

The B&D team's scope of work includes planning, design management, project and program management, construction management, quality assurance / quality control, sustainability consulting, contract administration, and program controls. Coordination and collaboration is being managed for the major project stakeholders including the City of Baltimore, the Baltimore City Board of School Commissioners, the State of Maryland Interagency Committee on School Construction, and the MSA. The B&D team also serves as an advocate and advisor to the MSA in the areas of community outreach, exploration of potential co-location opportunities for parks and other community sites, program transparency maintenance, program budget establishment, and implementation of economic inclusion goals. ♦



DEKALB COUNTY SCHOOL DISTRICT

NEW AND RENOVATED SCHOOLS PROGRAM MANAGEMENT

DEKALB COUNTY, GA

Since 1997, the DeKalb County School District has utilized Special Purpose Local Option Sales Tax (SPLOST) funds as the primary source for its capital improvement programs. On November 8, 2011, DeKalb County voters approved the District's fourth SPLOST program. It is anticipated that approximately \$496 million will be available to fund the District's 2012-2017 Capital Improvement Program through the utilization of the approved SPLOST funds in conjunction with the State of Georgia's Capital Outlay Program.

In 2012, Brailsford & Dunlavy, in conjunction with URS Corporation, was selected as program manager for all projects associated with the District's SPLOST IV Program. The B&D team oversees the management of the program documentation, assists with the implementation of all hard copy documentation to an electronic platform (CMS), and manages the District and contractor interaction, procurement, implementation, and closeout for projects. Between 2012 and 2018, the B&D team is managing nearly 200 projects. Additionally, the team is leading the effort for applying for reimbursement funds from the State of Georgia, which will generate an additional \$40 million over the duration of the program for projects not originally in the SPLOST IV program.

Much of the Capital Improvements Program includes new construction and major renovations of elementary, middle, and high schools. The District will contract the installation of synthetic turf, replace lighting at stadiums, and refresh existing technology equipment and infrastructure. At various schools, improvements will occur to comply with the Americans with Disabilities Act. Also, some scope items require allocating funds to the Local School Priority Request program, which allows each school to make its own capital improvement. ♦



PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS

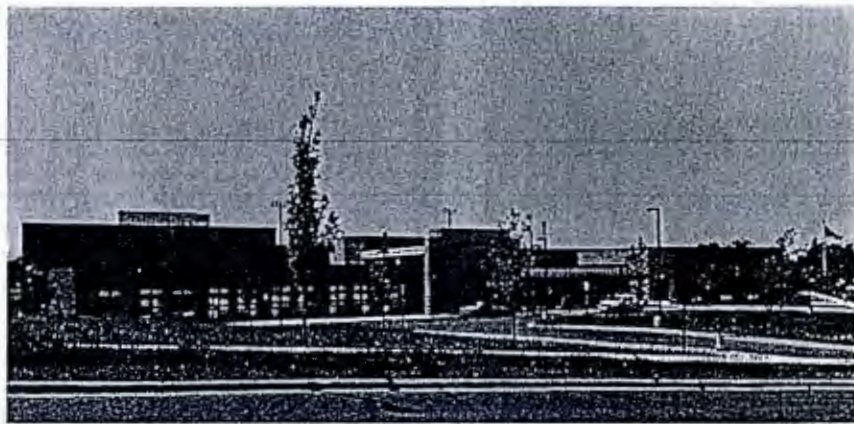
SCHOOLS MODERNIZATION, RENOVATION, AND CONSTRUCTION PROGRAM MANAGEMENT

PRINCE GEORGE'S
COUNTY, MD

In the spring of 2011, Brailsford & Dunlavey, as part of a joint venture, was selected as one of the "on call" project management firms responsible for providing a myriad of services from pre-construction to construction services to Prince George's County Public Schools, the 18th largest public school district in the United States. Prince George's County Public Schools augmented its internal Project Management staff with Brailsford & Dunlavey personnel. In addition to managing the various projects, B&D also is responsible for monitoring Minority Business Enterprise participation, as a 30% MBE participation goal is required for all projects. B&D's scope of services includes assisting with State finance and County plans entitlement, procurement of contractors and service providers, conducting pre-construction services, and managing all on-site construction activities. Some examples include:

- 1) Avalon Elementary School – A design/bid/build project, this \$18 million replacement of an existing school consists of the complete demolition of the facility and the construction of a new 60,000 square foot school. The new school was completed August 2013 and is currently tracking LEED Gold Certification.
- 2) Laurel Elementary School – A \$7 million renovation project to convert six open-space pods into 24 individual classroom spaces. This project was completed in August 2013.
- 3) University Park Elementary School / William Beanes Elementary School / Stephen F. Decatur Middle School / University Park Elementary School / Allenwood Elementary School / Deerfield Elementary School / Melwood Elementary School / Bond Mill Elementary School / Walden Wood Elementary School -- Various pod conversion projects ranging from \$1 million to \$3 million, completed between 2013 and 2014.

The \$43 million program included 156,000 square feet of new/renovated space for Prince George's County Public Schools. ♦



PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS

FACILITIES MASTER PLAN

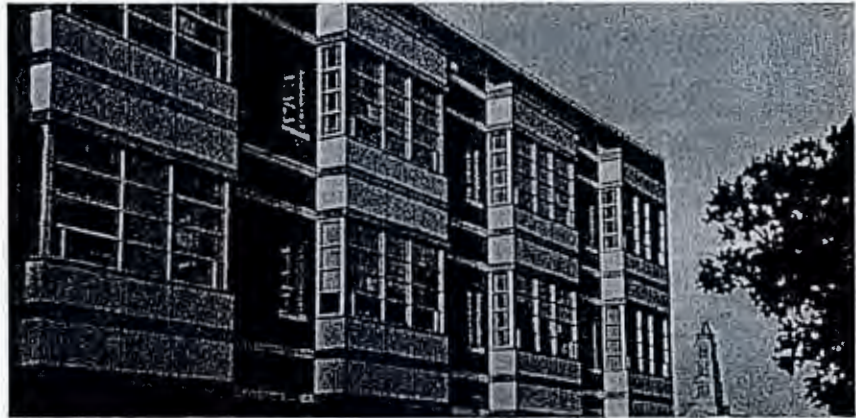
PRINCE GEORGE'S
COUNTY, MD

Prince George's County Public Schools—the nation's 19th largest school district with 207 schools—selected Brailsford & Dunlavey, Perkins Eastman, and AME in October 2014 to perform master planning support services and to develop capital funding priorities and options for Prince George's school facilities. With some areas undergoing enrollment growth and others enduring declining numbers, the District sought to find the most strategic solution to modernizing its aging facilities and meeting student and educational program demand. Building upon previous efforts assess facilities' physical conditions, the District desired a comprehensive facilities review to develop a viable program.

B&D's scope of services included (1) the development and application of an Educational Adequacy Metric; (2) a utilization study comparing stated-rated capacity, actual space-by-space usage, and Prince George's County Public Schools standards; (3) a weighted facility condition index analysis; (4) community engagement; (5) prioritization and synthesis of the plan; and (6) capital project recommendations.

To support this effort, B&D developed a complex model to analyze site condition information and objectively identify and prioritize capital projects. This analysis was supported by a review of synergistic factors such as the desire to align the District to a true middle school configuration, adequately distributing specialized high school academic programs, and equitably distributing funding across the District. The planning exercises and analyses considered 10-, 15-, and 20-year time frames, included detailed information for each facility, and incorporated projected budgets.

The B&D team presented its final report to the Board of Education in May 2015. The proposed \$7.8 billion modernization program would encompass 140 projects, bringing schools across the county up to District standards. The B&D team's recommendations also included 29 closures, eight new schools, and boundary adjustments for a majority of schools due to varying uses and an objective to transition sixth grade from elementary schools to middle schools. ♦



ALEXANDRIA CITY PUBLIC SCHOOLS

JEFFERSON-
HOUSTON PREK- 8
SCHOOL PROJECT
MANAGEMENT
ALEXANDRIA, VA

Brailsford & Dunlavey was selected by Alexandria City Public Schools in 2011 to provide project management services for the Jefferson-Houston School project. In 2012, Turner Construction Company was engaged as the construction manager. Student enrollment in the school system had increased 3.8% in each of the previous four years and was projected to increase an average of 2.9% in each of the next five years. As part of the capacity expansion, the School Board approved the construction of a new PreK-8 school to replace the existing K-5 Jefferson-Houston Elementary School.

The site was the focus of significant community involvement and interest and offered Alexandria City Public Schools the opportunity to build an award-winning school based on exceptional academic facilities, connections to the community, design, and use of energy-saving technology. The school system remained committed to constructing a building that could become an integral part of the historic architecture of Old Town Alexandria, and that could serve Alexandria students well for the next 50 to 75 years.

As project manager, B&D oversaw the project in its entirety, throughout all phases of the planning, construction, project close-out, and commissioning. In August 2014, the new \$44.2 million, 120,000 square foot Jefferson-Houston School was completed and ready to open for the 2014-2015 academic year. The athletic fields, as well as site work surrounding the School, were completed in January 2015. ♦



ALEXANDRIA CITY PUBLIC SCHOOLS

LONG-RANGE EDUCATIONAL FACILITIES PLAN

ALEXANDRIA, VA

In October 2013, Alexandria City Public Schools (ACPS) selected Brailsford & Dunlavey and Studio27 to partner with ACPS on developing a long-range educational facilities plan. The B&D team was tasked initially with developing education specifications for a prototypical elementary and middle school. ACPS later expanded these services to include educational adequacy assessments of its 14 oldest schools, as well as to develop mini-master plans.

The objectives of the project were to collaboratively develop planning tools and documents; listen and understand the needs of faculty, staff, students, and the community; identify gaps in facilities and services currently available; provide tools to prioritize the needs for the ACPS long-range facility educational capital improvement plan; create opportunities for the community, teachers, and students to be involved in the process; and develop a consistent design standard that meets to goals and mission of the school division.

B&D's scope of work included developing PK-5 and grades 6-8 educational specifications based on the goals and mission of the school division. In addition to leading focus groups interviews and administering surveys, B&D hosted community meetings and facilitated joint meetings with the school division and the city. Adequacy assessments were completed based on the new guidelines, while master plans were developed for each campus, which included reviews of current facility condition reports. The B&D team's work effort provided ACPS and the city with an understanding of future school needs to bring all schools into compliance with their educational specifications and to accommodate projected enrollment growth.

The Board of Education approved the comprehensive Long-Range Educational Facilities Plan in June 2015. An assessment and recommendation for each school was included to inform the annual Capital Improvement Plan formulation process. Next steps would focus on redistricting and refining project recommendations to ease access to instructional programs, and to ensure capacity and utilization goals are met throughout the city. ♦



ANTIOCH UNIFIED SCHOOL DISTRICT

SCHOOLS PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES

ANTIOCH, CA



RGM and Associates has provided comprehensive Program and Construction Management services for the Antioch Unified School District since 1993. After successfully building Prospect High School as a General Contractor in 1992, the District asked RGM to become their Construction Management firm representing and assisting the District with the completion of Deer Valley High School and Black Diamond Middle School.

During RGM's nearly 23 year tenure, the firm has worked well with several different administrations and a wide variety of stakeholders facilitating completion of over \$330M of new construction and modernization projects, using a variety of State funding programs, Mello-Roos and Local Bond funds. RGM has assisted the District with facility assessments, cost estimates and general bond planning including the successful \$61.6M Bond campaign in 2008 and the recent \$56.5M Bond Campaign in 2012.

RGM has facilitated architect and engineering selection processes and assisted the District Team with master planning, program development, budgeting and phasing coordination. RGM has also assisted with obtaining planning approvals through the OPSC, CDE, DSA and local agencies and has aided the District with substantial progress reporting, OPSC and DSA Closeout documentation. Additionally, RGM has guided the District through financial hardship, career technology (CTE) and emergency repair (ERP) applications and OPSC funding audits. ♦



JOHN SWETT UNIFIED SCHOOL DISTRICT

SCHOOLS PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES

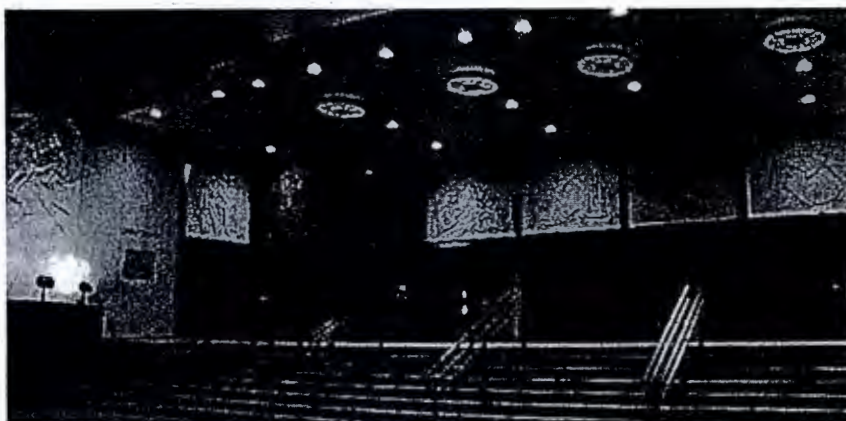
RODEO, CA



RGM and Associates has provided Construction, Program and Management services for the John Swett Unified School District since 2002. For 13 years, RGM has assisted the District with facility assessments, consultant selection, master planning, program development, budgeting, cash flow management and scheduling through two bond measures. RGM has facilitated the District's interactions with the OPSC, DSA, DTSC, CDE and other agencies and assisted with OPSC application processes and provided expenditure reporting and close-out services.

During its tenure RGM has managed the abandonment and replacement of the District's elementary school with a new \$18M elementary school campus. RGM also acted as the General Contractor for the District's new, two-story modular office building. In 2008, the JSUSD embarked on a \$40M multi phased construction program to upgrade the John Swett High School and Willow Alternative High School campuses. RGM provided the program planning and management, helped the District obtain over \$6M in Emergency Repair Grants and assisted in the application process for State SFP funding to supplemented local bond funds.

RGM managed the replacement of the Willow campus classroom buildings, transformed the John Swett High School and athletic stadium facilities, including the construction of two new classroom buildings which replaced older campus structures and provided new instructional spaces. The multi phased program also involved extensive abatement and hazardous materials remediation under DTSC oversight, and significant structural and modernization upgrades of the historic buildings which made the 90-year old campus fully accessible. ♦



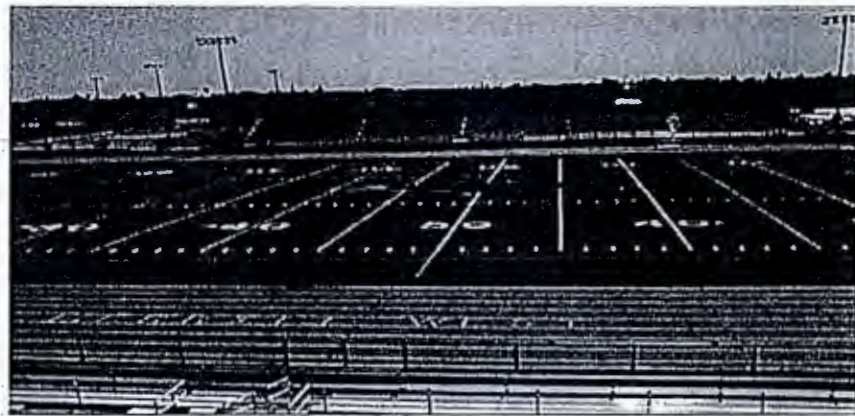
PITTSBURG UNIFIED SCHOOL DISTRICT

**SCHOOLS PLANNING,
PROGRAM
DEVELOPMENT, AND
CONSTRUCTION
MANAGEMENT
SERVICES**

PITTSBURG, CA



RGM and Associates began providing the Pittsburg Unified School District with preliminary planning, program development, and construction management in 1999. In this capacity, RGM has prepared the facility assessments and bond planning for two of the District's local bond measures (Measure E in 2004 for \$40.5M and Measure J in 2006 for \$85M). During this time, RGM assisted the District with entering the State Building Program to augment local bond proceeds with state matching funds where eligible. For Measure E, RGM assisted in obtaining an additional \$32M in growth, joint-use, modernization, and facility hardship to develop a total bond program of \$72.5M. For Measure J, RGM assisted the District in obtaining approval for \$30M in growth, career technology, over-crowded relief grants, and modernization funding, and prepared an additional \$6M in modernization and growth funding for a total bond program of \$121M. ♦



TRACY UNIFIED SCHOOL DISTRICT

SCHOOLS PLANNING,
PROGRAM
DEVELOPMENT, AND
CONSTRUCTION
MANAGEMENT
SERVICES

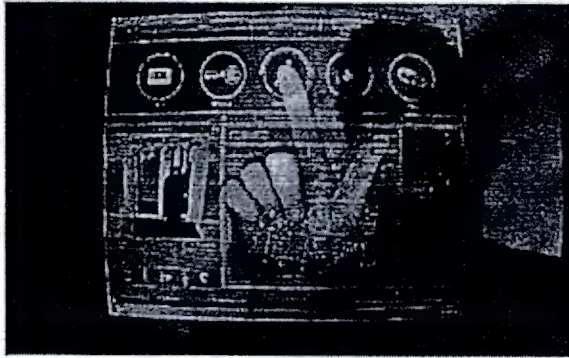
TRACY, CA

RGM and Associates has been assisting the Tracy Unified School District with comprehensive planning, program development and construction management services since 2006. RGM has administered the District's programs through three local bond measures (Measure E in 2006 for \$51M, and Measure S in 2008 for \$43.1M). During this time, RGM assisted the District with entering the State Building Program to augment local bond proceeds with state matching funds where eligible and helped obtain an additional \$27.5M to augment the Measure E program. RGM was instrumental in developing the facility assessment to develop and obtain successful approval of the 2008 Measure S Bond Campaign. RGM recently assisted the District with an updated assessment and bond planning that led to an \$82M bond measure approved by the voters in June of 2014. RGM is currently planning and managing the District's Bond program. ♦



SUPPLEMENTAL K-12 EXPERIENCE

Energy and Building Management Systems



The Brailsford & Dunlavey Team is very familiar with the various building management systems (BMS) in the market, which are most commonly implemented in large projects that we have completed for DC Public Schools, and Baltimore City Public Schools with integration occurring with the mechanical, HVAC, and electrical systems on the following building systems;

- ◆ Illumination (lighting) control
- ◆ Heating, Ventilation and Air-conditioning (HVAC)
- ◆ Security, intrusion, and observation
- ◆ Access control
- ◆ Fire alarm system
- ◆ Lifts, elevators etc.
- ◆ Closed-circuit television (CCTV)
- ◆ Control Panel
- ◆ PA system
- ◆ Alarm Monitor
- ◆ Integrated

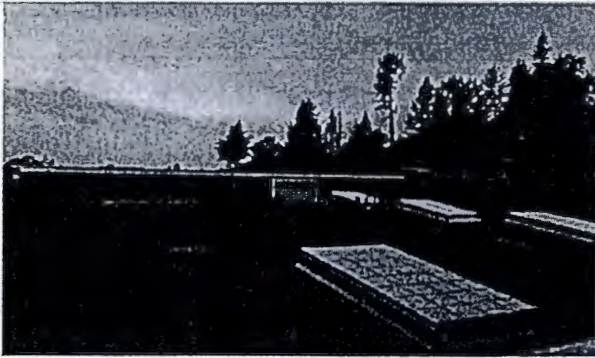
Communication Systems and Technology Infrastructure

The Brailsford & Dunlavey Team has extensive experience in supporting our client's technology plans and initiatives, either as part of the school modernization, or small capital initiatives for DC Public Schools, City of Baltimore, Antioch Unified School District, Tracy Unified School District, and Pittsburg Unified School District. We support the school district's technology plan in many regards, which provides an educational technology program for elementary and secondary schools that transcends all content areas and empowers teachers to provide a multimodal student-centered learning experience which meets the needs of all students. The District supports teachers and staff through comprehensive professional development that allows them to best integrate technology into their daily instruction. In turn, students use technology tools to demonstrate their understanding of concepts across all content areas.



Our experience in this endeavor has consisted of coordinating with end users and service providers on the necessary improvements to the IT infrastructure. This includes constructing independent distribution facility (IDF) and main distribution facility (MDF) closets to support voice over IP (VOIP) systems and wireless access points (WAP).

Knowledge and Experience Regarding Sustainability



The Brailsford & Dunlavey Team has worked on more than 60 LEED certified projects, including more than 20 at the LEED Gold level and one at the Platinum Level, and is very familiar with LEED for Schools nuances. This includes acoustical classroom requirements and selection of the most appropriate HVAC systems. Our initial approach to maximizing a sound sustainable program would be to ensure that there's reduction in storm water runoff, bioswales, heat island effect, energy consumption, and water usage, as well as a focus on capturing rainwater, exploring renewable energy sources (solar, geothermal, etc.), materials reuse and recycling, and indoor air quality improvement. Additionally, the Brailsford & Dunlavey Team has often graphically represented this information in user friendly dashboards that are displayed throughout the public schools. This allows students the opportunity to discover the importance of sustainability.

Foodservice Consulting

The Brailsford & Dunlavey Team also features in-house foodservice consulting. We specialize in K-12, higher education, professional sports facilities, and public and private entities. We have successfully performed assignments all across the country and utilize the same disciplined approach as we do with all our services. The Team will work closely with OUSD to determine the desired outcomes and specifically tailor the appropriate solution to meet and exceed expectation.



Experience with Economic Inclusion Requirements

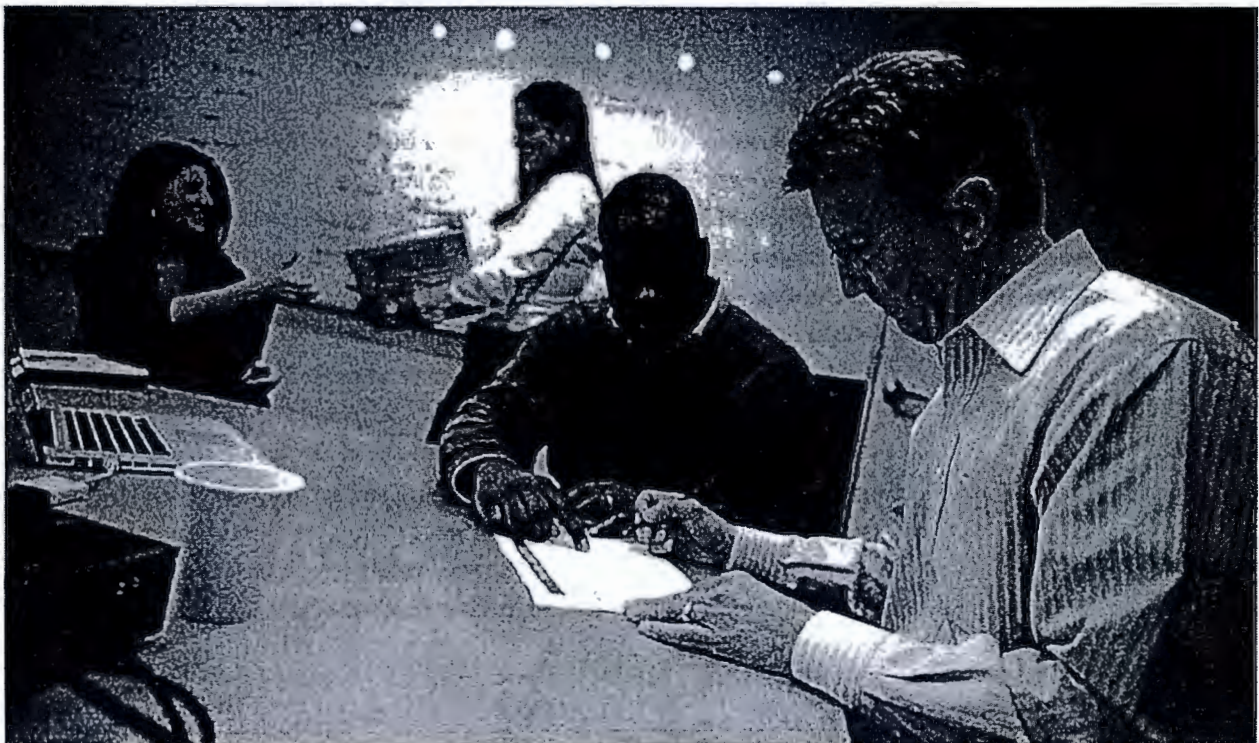
The Brailsford & Dunlavey Team is comprised of minority-owned businesses that have each been in business within this environment for more than 20 years and have met and exceeded aggressive economic inclusion goals in the District of Columbia, the City of Baltimore, and other jurisdictions throughout the U.S. Our experience includes: capacity analysis and building, working efficiently within procurement and contractors with bid packaging structuring to maximize participation, outreach, regulatory approval, contracting, and compliance reporting requirements that pertain to minority and local business utilization, as well as workforce compliance.

Knowledge and Experience Regarding Stakeholder Engagement

We recognize that deliberate stakeholder engagement produces superior results. This is because stakeholders often contribute good ideas as a result of their perspective, and the transparency that we provide in the engagement process fosters goodwill with those stakeholders and helps to mitigate potential resistance. This, in turn, makes it easier to implement projects.

The range of stakeholders with which we routinely interface is very broad. It spans from government agencies to the general public and includes impacted students, faculty, and administrators. We routinely collaborate with school districts' communications departments, particularly on matters that involve community outreach and the media. Our Team places special emphasis on proactive, inclusive, and well-planned communication.

Our staff is highly experienced in planning and leading public meetings and facilitating the consideration and incorporation of input from various stakeholder groups and coalitions. This includes facilitating school improvement team meetings and engaging communities. We view community engagement not as an afterthought, but rather as an essential component of any school development process.



PK-12 AWARDS & RECOGNITIONS

SCHOOL	AWARD/RECOGNITION
District of Columbia Public Schools (General)	<ul style="list-style-type: none"> 2015 <i>Engineering News-Record</i> Mid-Atlantic Owner of the Year
Academies at Anacostia High School	<ul style="list-style-type: none"> CMAA award, <i>Engineering News-Record</i> Southeast "Best K-12 Education Project" award AIA/DC Presidential Citation for Sustainable Design Green Ribbon School (U.S. Department of Education) <i>Learning by Design</i> Citation of Excellence
Cardozo Senior High School	<ul style="list-style-type: none"> 2014 Historic Preservation Review Board award for Excellence in Historic Preservation
Eastern High School	<ul style="list-style-type: none"> Project Achievement Award (Construction Management Association of America) Excellence in Historic Preservation Award (D.C. Office of Planning's Historic Preservation Office)
H.D. Woodson High School	<ul style="list-style-type: none"> 2013 <i>School Planning & Management</i> Education Design Showcase - Project of Distinction 2013 <i>Learning by Design</i> Outstanding Project - New Construction - Entire School/Campus Building <i>American School & University</i> Outstanding Design citation
Henry D. Cooke Elementary School	<ul style="list-style-type: none"> 2010 Design/Build Contractor Award (Associated General Contractors of DC, Washington Contractor Awards) 2010 Best Sustainable Construction Award (Associated General Contractors of DC, Washington Contractors Awards) 2010 Project Achievement Award (Construction Management Association of America) - Selected as the winner in the category of Building, Renovation/Modernization, Greater than \$15 million 2011 Best Sustainable Project of the Year - Design Build (<i>Washington Contractor Magazine</i>) 2011 Design Build Award (<i>Washington Contractor Magazine</i>)
Hyde-Addison Elementary School	<ul style="list-style-type: none"> Associated Builders and Contractors "Excellence in Construction" award <i>Mid-Atlantic Construction</i> "Award of Merit" for K-12 schools
Janney Elementary School	<ul style="list-style-type: none"> <i>American School & University</i> Outstanding Design award

**Paul Laurence Dunbar Senior
High School**

- 2015 USGBC Maryland, Annual Wintergreen Awards for Excellence in Green Building: Educational/School Facility
- 2015 USGBC NCR, LEED Project of the Year: Schools
- 2015 USGBC NCR, People's Choice Award
- 2014 AIA DC Chapter Design Awards, Presidential Citation in Sustainable Design
- 2014 AIA DC Chapter Design Awards, Award in Architecture
- 2014 Congress for New Urbanism (CNU), Charter Awards: Best New Building (Civic)
- 2014 Committee of 100 on the Federal City, 2014 Vision Award
- 2014 CEFPI NE Regional Award, Project of Distinction
- 2014 *Learning by Design* Grand Prize [National School Boards Association]
- 2014 Outstanding Design, Architecture in Education - Honorable Mention (*School Planning and Management*)
- 2014 Gold Citation, Common Areas (*American School & University*)
- 2014 *Engineering News-Record Mid-Atlantic*, Best Projects: K12 Education
- 2014 Re-Thinking the Future Sustainability Awards, Institutional Built: Honorable Mention
- 2014 ABC Excellence in Construction Award, Educational Facilities

**Phelps Architecture,
Construction and Engineering
High School**

- 2010 Sustainability & Innovation Award (*School Planning & Management*)
- 2010 Award of Excellence - Project of the Year for Schools (U.S. Green Building Council National Capital Region Chapter)
- 2010 Judge's Choice - "Building As A Teaching Tool" Category (*School Planning & Management Sustainability and Innovation Awards*)
- 2010 *Learning by Design* Grand Prize (National School Boards Association)
- 2009 Project Achievement Award (Construction Management Association of America) - Selected as the winner in the category of Building, Renovation/Modernization, Greater than \$15 million
- 2009 Renovation/Restoration Award (Associated General Contractors of Metropolitan Washington)
- 2009 Citation (Architectural Jury of the AASA/AIA/CEFPI)
- 2009 "Grand Prize Winner" for K-12 School Projects (Annual Education Design Showcase)
- 2009 Green Building of America Award (Northeast Real Estate & Construction Review)
- 2009 Crow Island Award (*American School & University* Educational Interiors Showcase)
- 2009 Lee J Brockway Award (CEFPI Exhibition of School Planning and Architecture)
- 2009 Renovation/Modernization Citation (*American School & University* Architectural Portfolio)
- 2009 Impact on Learning Award - Modernization/Effective Transformation (*School Planning & Management* and Council of Educational Facility Planners International)
- 2009 Grand Prize (School Planning & Management Education Design Showcase)
- 2009 Best in Category - Addition/Renovation (CEFPI SE Region Annual Conference)
- 2009 Citation of Excellence (American Association of School Administrators and CEFPI)
- 2009 Green Building of America Award (Real Estate & Construction Review)

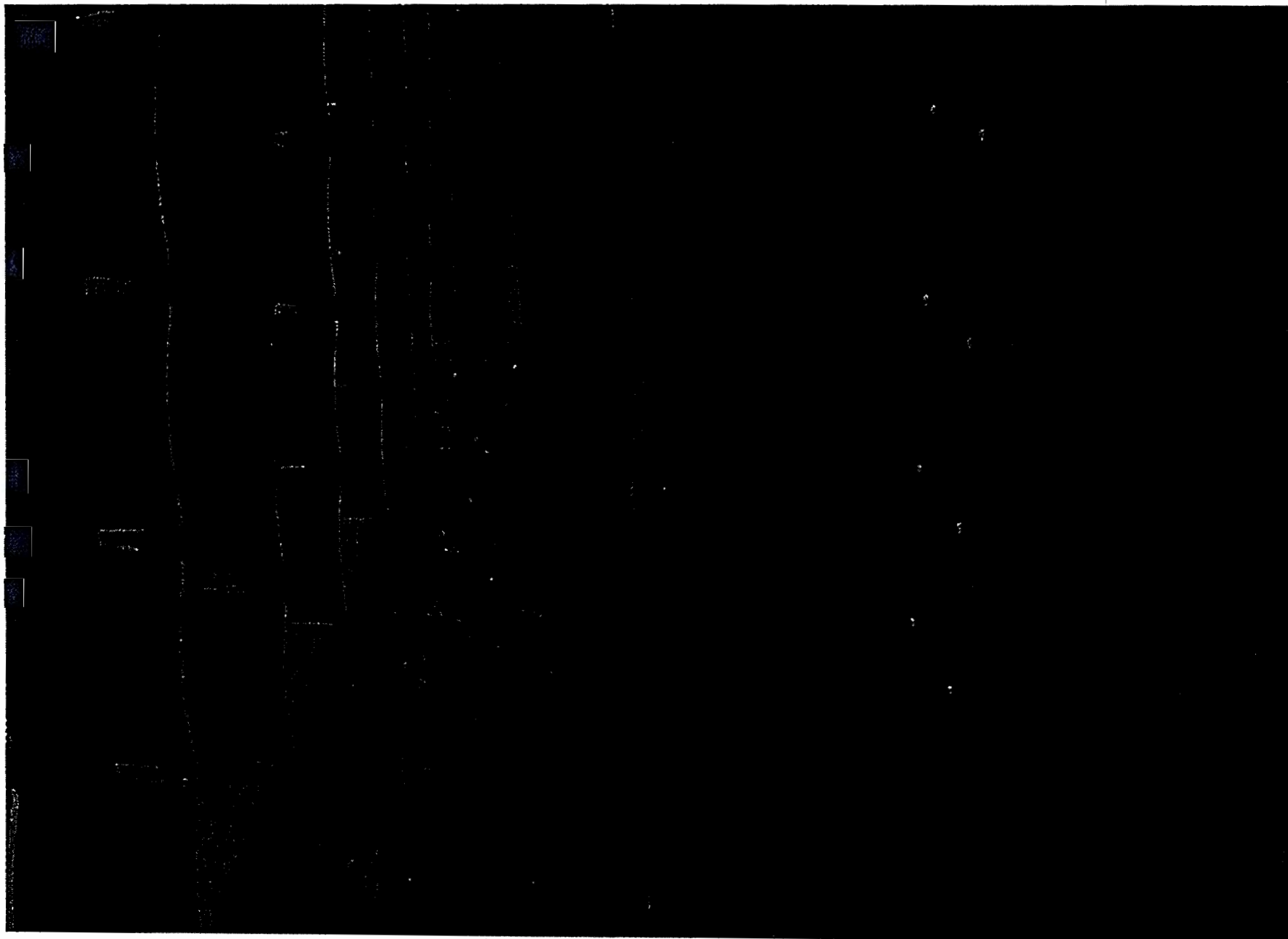
School Without Walls	<ul style="list-style-type: none"> • 2010 Learning by Design Grand Prize (National School Boards Association) • 2010 Award for Excellence in Historic Preservation in the Construction and Design Category (District of Columbia Office of Planning) • 2010 Citation Award (AIA Committee on Architecture for Education)
	<ul style="list-style-type: none"> • 2010 Honorable Mention (U.S. Green Building Council's National Capital Region) • 2010 Award of Merit in Historic Resources and Presidential Citation for Sustainable Design (Washington Chapter/American Institute of Architects) • 2008 Merit Award for Innovative School Design (Design Share) • Best Sustainable Construction from AGC 2010
Takoma Education Campus	<ul style="list-style-type: none"> • 2012 American School & University Outstanding Design award
Woodrow Wilson High School	<ul style="list-style-type: none"> • 2013 U.S. Department of Education Green Ribbon School Award • 2013 <i>Learning by Design</i> - Honorable Mention Award - Renovation / Adaptive Reuse / Restoration (Historic Preservation) • 2012 Excellence in Historic Preservation State Historic Preservation Officer's Award • 2012 CEFPI World Congress Lee J. Brockway Award for Outstanding Renovation • 2012 AIA/DC Award of Merit in Historic Resources • 2012 <i>American School & University</i> Architectural Showcase of Outstanding Design • 2012 <i>American School & University</i> Outstanding Design award • 2012 WBC Craftsmanship Award Winner in Four Categories: Atrium Skylight, Masonry, Structural Steel Framing, Foundations & Excavation • 2012 NAIOP Award of Excellence - Best Renovation - Historic Restoration • 2012 CMAA Project of the Year Honorable Mention Renovation/Modernization, Constructed value greater than \$15 Million
Rosedale Recreation Center	<ul style="list-style-type: none"> • 2013 Associated Builders and Contractors (ABC) - Chesapeake Shores Chapter - Excellence in Construction Award for Institutional Project with a constructed value between \$10-\$25 million

2 Proposed Project Team

**Brailsford & Dunlavy
is committed to a
collaborative working
environment.**

The Brailsford & Dunlavy Team understands the importance of effective leadership, well defined roles and responsibilities, accountability, as well as ensuring that our team is well integrated into OUSD's organizational structure and culture. To achieve these aims, we have developed an approach that respects the existing structure, in addition to leveraging OUSD as outlined in the following organizational chart and staffing plan.

**B&D—and our
proposed key
personnel—have a
proven track record
of delivering on-
time and on-budget
projects to K-12
school districts.**



KEY PERSONNEL

Management Committee

The highest executive-level oversight available will be provided to self-monitor the Program Management Team and oversee our staff's technical, schedule, and financial performance. Equally important, the Management Committee will ensure that OUSD is well informed of program progress, existing and potential upcoming issues capable of impacting results, and solutions directed at preventing or mitigating such issues. The Management Committee will be comprised of two executives from Brailsford & Dunlavey and one from RGM and Associates: **B&D President, Chris Dunlavey, RGM and Associates President, Ralph Caputo, and B&D Senior Vice President, Will Mangrum.**

Program Manager

Ann Drummie will provide the day-to-day coordination of the overall performance of the team. Ann will be accountable to the Executive Committee for all aspects of the Brailsford & Dunlavey Team's performance. She will serve as a primary point-of-contact with OUSD and will manage day-to-day activities of external and internal resources. Ann will participate directly in the program management duties and be responsible for the coordination of activities among governmental agencies.

Senior Advisor / Transition Manager

Don Chew will be responsible for providing part-time strategic direction and oversight, as well as helping in transitioning the team into the program, based on his experience with OUSD.

Program Directors

These senior-level professionals will provide overall management across all projects and project managers, each focusing on a key aspect of program delivery. **Colland Jang** will serve as Director - Design, ensuring that all architectural and engineering design is executed in accordance with District standards and meets DSA requirements and approvals. **Ola Gbadamosi** will serve as Director-Program Management, overseeing project administration and adherence to schedule, scope, and budget. A Director - Program Controls (to be identified) will ensure program-wide systems track and report on the key metrics and progress of each project. This position will be supported by key scheduling and estimating resources from RGM such as Jalil Bazayr and Greg Lykken.

Senior Project Managers (SPMs) and Project Managers (PMS)

These professionals are responsible for managing the day-to-day aspects of each assigned project and will be accountable to the Program Director. Senior Project Managers and Project Managers will focus on facilitating all interface requirements (technical, environmental, and operational) internally with OUSD, as well as externally with stakeholders and agencies as necessitated by the planning, design, and construction efforts related to any given project within the Program.

The Project Managers will be responsible for delivering functional facilities on time, within budget, and in compliance with Program objectives. They will advise and assist OUSD during the programming and design execution stages. Additionally, they will participate in procurement and bidding activities and be responsible for managing the construction management teams and receiving support, as required, from other members of the Brailsford & Dunlavey Team or groups within OUSD, as needed. The PMs will be responsible for assisting in the tracking and expediting functions associated with securing permits and for providing input to support

documentation and reporting requirements.

The Project Managers will assist in establishing the transition and communication plans and schedules required to move the elements of projects from construction through acceptance, commissioning, and operation. They will oversee and confirm completion of the projects and system testing and be responsible for seeing that maintenance manuals and as-built documentation are complete and turned over to OUSD. Each PM will communicate and coordinate with project stakeholders on a regular, ongoing basis.

Each Project Manager will be assigned an Assistant Project Manager (APM) and each PM/ APM team will be responsible for implementing assigned school projects.

Assistant Project Managers

Assistant Project Managers will be assigned and report to a Project Manager to leverage, and provide, administrative, and technical support as required during pre-construction and construction activities.

K-12 Planning Resource

Beth Penfield is an Accredited Learning Environment Planner (ALEP) under the auspices of the Association for Learning Environments (formerly CEFPI), and will provide support to OUSD's Planning Department, as well as the Director of Design in the development of school utilization studies, building programs, and design guidelines during the pre-design phase. Should OUSD request the development of educational specifications, Ms. Penfield has direct experience to develop the necessary documentation. Ms. Penfield will coordinate directly with representatives at OUSD to ensure building designs achieve the desired educational outcomes and reflect the vision for 21st Century learning.

STAFFING NOTES:

1. *Understanding that OUSD has existing consultants currently working on the program, the Brailsford & Dunlavey Team would like the opportunity to discuss with OUSD the best means of retaining those individuals to ensure continuity, as well as obtaining valuable insight and knowledge into the program.*
2. *Résumés on the subsequent pages highlight the team's key personnel.*



 BRAILSFORD & DUNLAVEY



CHRIS DUNLAVEY, FAIA, LEED AP MANAGEMENT COMMITTEE

PROFESSIONAL BACKGROUND

As President of Brailsford & Dunlavey, Mr. Dunlavey has co-directed the firm's practice since its founding more than 22 years ago. His background reflects experience in a variety of capacities within the education building industries, including feasibility consulting, negotiation of leases and development agreements, facility design and construction consulting, and comprehensive program management. Before founding B&D, he was a project manager with MPC Associates, prior to which he practiced architecture with Skidmore, Owings & Merrill.

Mr. Dunlavey has worked on approximately 100 school projects and a host of large-scale (>\$150 million) program management assignments. He has lectured and written extensively on the feasibility analysis, financing, programming, design, and construction of such facilities.

SELECT PROJECT EXPERIENCE

District of Columbia Public Schools Modernization Program, Washington, DC.

Principal-in-Charge. Providing strategic direction in the management of all procurement, design, and construction activities. The modernization program will result in more than 12 million square feet of space newly constructed or renovated over the course of approximately 10 years. Responsible for ensuring that all project work completed to date has been finished on time and on budget.

Detroit Public Schools Modernization Program, Detroit, MI. Principal-in-Charge.

Oversaw the management team in the planning, design and construction of the city's voter-approved \$500.5 million Capital Bond Program. The program included the renovation of ten schools and the construction of eight new schools, to be completed within 30 months. Responsibilities included facility planning, budget oversight and cost controls, project delivery strategy, design standards development, program scheduling, procurement oversight, communication coordination, and post-occupancy evaluation.

The Episcopal Academy, Newton Square, PA. Principal-in-Charge.

Overall authority for program management of planning, design, and construction of a \$165 million campus for an independent K-12 school. Scope of work included coordination of the entitlements process; assistance with project financing and the disposition of current land assets; the engagement and management of designers, consultants, and contractors; and oversight of the design and construction processes, including tracking and management of project budget and schedule.

EDUCATION

M.B.A. Real Estate Development
The George Washington University

B.A. Architecture
Columbia University

CERTIFICATIONS & AFFILIATIONS

Registered Architect, D.C.

Member, College of Fellows,
American Institute of Architects

Leadership in Energy &
Environmental Design (LEED)
Accredited Professional

Urban Land Institute (ULI)

*Street & Smith's Sports Business
Journal* Forty Under 40 Award,
2005

PUBLICATIONS & LECTURES

2012 CEFPI World Congress on
Educational Environments --
"Made in Detroit"

2012 CEFPI Northeast Regional
Conference -- "Rebuilding the
Urban School District: Using
Program Management to Achieve
Success"



RALPH J. CAPUTO MANAGEMENT COMMITTEE

PROFESSIONAL BACKGROUND

Mr. Caputo has been involved in the construction industry for over 37 years. He oversees the daily operations and financial responsibilities of the corporation and provides general planning and leadership for a diverse range of projects. Ralph becomes involved with district administrative staff and the architect in defining key roles and helps tailor a Construction Planning and Management Program specific to the needs of the district and offers valuable assistance with community presentations.

Mr. Caputo's considerable training and experience in dispute resolution is an invaluable resource, and he frequently assists districts and legal counsel in analyzing troubled projects and to help mitigate issues. Ralph also provides comprehensive program and planning services and oversees project management teams.

EDUCATION

B.A., Teaching Credential
California State University,
Sonoma

CERTIFICATIONS & AFFILIATIONS

CA Contractor's License #654117,
Class B

Advance Arbitration Certificate
Program (2000)

Construction Mediation and
Dispute Resolution Certificate
Programs (1998, 1999)

Arbitrator for the Contractors
State License Board, Arbitration,
Mediation & Conciliation Center,
Arbitration Works (2000 to 2008)

Coalition for Adequate School
Housing

Institute for Conflict Management

Association of California
Construction Managers

Dispute Review Board Foundation

SELECT PROJECT EXPERIENCE

Menlo Park City School District, Atherton, CA. Principal Oversight and Bond Program Planning. Oversaw master budgets, master schedules, and assisted in all facets of planning and implementation of the District's capital improvement program.

John Swett Unified School District, San Jose, CA. Principal Oversight and Bond Program Management. Oversaw facility assessments, consultant selection, master planning, program development, budgeting, cash flow management and scheduling through two bond measures.

River Delta Unified School District, San Jose, CA. Principal Oversight and Bond Program Management. Oversaw general Bond planning, program, part- and full-time construction management responsibilities, as well as District-wide and facility master planning, developer negotiations, site analysis, portable procurement, budget and accounting support, labor compliance monitoring, special funding applications, for Modernization and growth projects, Emergency Repair (ERP) and Career Technology (CTE) grants.

Antioch Unified School District, Antioch, CA. Principal Oversight. Oversaw facility assessments, cost estimates and general bond planning including the successful \$61.6M Bond campaign in 2008 and the recent \$56.5M Bond Campaign in 2012. Also provided oversight in obtaining planning approvals through the OPSC, CDE, DSA and local agencies.



WILL MANGRUM MANAGEMENT COMMITTEE

PROFESSIONAL BACKGROUND

Throughout his career, Mr. Mangrum has represented PK-12 clients during the design and construction of their major capital developments. He has a consistent track record of performance for bringing school projects in on time and on budget while maintaining standards of excellence in quality.

At Brailsford & Dunlavey, Mr. Mangrum offers extensive experience in providing pre-construction services such as planning, programming, design management, estimating, scheduling, value engineering, contract negotiations, and scheduling. In addition, his implementation expertise consists of project management, procurement, contracts management, scheduling, claims management, and project close-out. Most recently, he has overseen all project management for the \$3.5 billion District of Columbia Public Schools modernization program.

SELECT PROJECT EXPERIENCE

Alexandria City Public Jefferson-Houston School Program Management, Alexandria, VA. Project Executive. Provided project management services for the construction of a new state-of-the-art LEED-certified PreK-8 building. The new \$44.2 million, 120,000 square foot Jefferson-Houston School opened in 2014.

District of Columbia Public Schools Modernization Program, Washington, DC. Project Executive. Providing strategic direction in the management of all procurement, design, and construction activities. The modernization program will result in more than 12 million square feet of space newly constructed or renovated over the course of approximately ten years. Responsible for ensuring that all project work completed to date has been finished on time and on budget.

Baltimore City Public Schools Modernization and Construction Program Management, Baltimore, MD. Project Executive. Overseeing the implementation of \$1.1 billion capital improvement program for approximately 23-28 new or modernized schools.

DeKalb County School District Program Management, DeKalb County, GA. Project Executive. Providing program management services for the implementation of the district's \$496 million capital improvement program. From 2012 to 2018, the B&D team will manage nearly 200 projects. Services include documentation, contractor interaction, procurement, implementation, and closeout.

Prince George's County Public Schools Modernization, Renovation, and Construction Program Management, Prince George's County, MD. Project Executive. Responsible for pre-construction and full-service program management services in the implementation of the 300,000 square feet of new/renovated space.

EDUCATION

B.S. Environmental Design
Texas A&M University

CERTIFICATIONS & AFFILIATIONS

OSHA 30 HOUR

Project Management Institute
(course)

ACE Mentoring - DC Affiliate,
Board Member

National Academies Foundation
- Engineering Advisory Board -
Co-Chair

PUBLICATIONS & LECTURES

2009 CEFPI Conference --
"Taming the Trend: How to
Strategically Green Your Schools"

2008 CEFPI Conference --
"Engaging Your Board Members in
Facility Planning and Renovation
Projects"

ANN DRUMMIE PROGRAM MANAGER



PROFESSIONAL BACKGROUND

Ms. Drummie's background as an architect and a licensed civil engineer with a liberal arts degree makes her a natural translator between administrators and their architects, builders, and funders. She joined Brailsford & Dunlavey in 2001 and since then has successfully guided more than 50 institutions through various stages of feasibility assessment, concept development, business planning, and the management of design and construction. She also has experience as a participant, coach, volunteer board member, and president in various recreation and athletic venues, all of which enables her to provide comprehensive, sensitive, and effective planning services.

Prior to joining B&D, Ms. Drummie was with a Class I railway company gaining the field and construction experience she now applies when serving as owner's representative on the implementation of building projects. She continues to make presentations and serve on panels for the development of public charter school facilities and recreation

EDUCATION

B.Eng. Civil
McGill University

M.Arch.
McGill University

B.A. Liberal Arts
Smith College

PUBLICATIONS & PRESENTATIONS

2014 Athletic Business Conference & Expo -- "Why Do They Keep Asking Me Questions? Role of the Owner During Design & Construction"

2013 Athletic Business Conference & Expo -- "Master Plan vs. Strategic Plan vs. Business Plan"

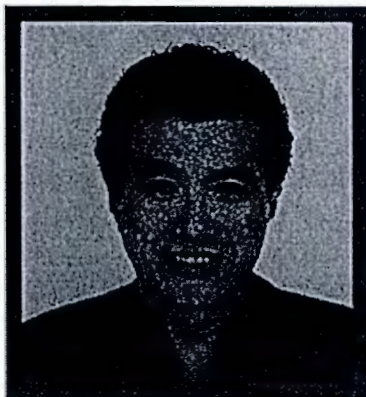
2013 National Association of Collegiate Women Athletics Administrators -- "Dear Donor: Fundraising for Athletics Facilities"

2011 Athletic Business Conference & Expo -- "Strategic Capital Fund Planning: Before and After the Doors Open"

2011 Association of College Unions International -- "GCC's New Student Student - Part II: Did We Pull It Off"

SELECT PROJECT EXPERIENCE

ACHIEVEMENT PREPARATORY ACADEMY AT WAHLER School Renovation Program Management	EL HAYNES PCS New Construction Program Management School Renovation Program Management
CAPITAL CITY PUBLIC CHARTER SCHOOL School Renovation Program Management	IMAGINE SCHOOLS School Test-Fit Analysis and Renovation Program Management
CESAR CHAVEZ PUBLIC CHARTER SCHOOL - CAPITOL HILL Campus Relocation Program Test Fit, Site Feasibility Analysis, Program of Architectural Requirements, Design Review, and Program Management	KIPP DC New School Program Management
CHARTER SCHOOL INCUBATOR INITIATIVE AT SHAED Inspired Teaching School and Lee Montessori Public Charter School Program Management	MERIDIAN PUBLIC CHARTER SCHOOL Harrison School Renovation & Addition Program Management
CHARTER SCHOOL INCUBATOR INITIATIVE AT SHADD DC Scholars Public Charter School Program Management	ST. CATHERINE'S SCHOOL Academic and Dining Space Programming Analysis and Program Management Athletics Master Plan and Program Management
DC PREPARATORY ACADEMY School Renovation Program Management Playground Program Management Benning Elementary Campus Renovation and Expansion Program Management	ST. CHRISTOPHER'S SCHOOL Athletics Master Plan, Program of Architectural Requirements, and Program Management
ELSIE WHITLOW STOKES CFPCS School Renovation Program Management	TWO RIVERS PUBLIC CHARTER SCHOOL School Strategic Planning Capital Reserves Study School Renovation Program Management
	WASHINGTON LATIN PUBLIC CHARTER SCHOOL Rudolph School Program Management Gymnasium Addition Program Management



COLLAND JANG, AIA DIRECTOR - DESIGN

PROFESSIONAL BACKGROUND

Mr. Jang, founder and principal of Colland Jang Architecture, has over 28 years of experience in the design and project management of institutional and commercial projects. His body of work includes a number of locally significant landmark buildings. The recently completed Telegraph Lofts project was recognized by the Oakland Heritage Alliance and the *San Francisco Business Times* as one of the best historic restorations and mixed-use projects in Oakland.

In addition to his work as an architect, Colland Jang is actively involved in civil and community affairs. For the past six years, he served on the City of Oakland's Planning Commission and chaired the commission for nearly two years. It was during this period that Oakland enjoyed an urban renaissance. Working at the community level, he participated on a citizen's steering committee in making Oakland's Chinatown a safer pedestrian-oriented neighborhood.

Mr. Jang continues to enhance his professional knowledge through the American Institute of Architects, where he also serves as a Board of Director of the local chapter.

SELECT PROJECT EXPERIENCE

Lincoln Elementary School, Oakland, CA. Design Manager. The design solution of a L-shaped single loaded building was dictated largely by the constricted site and desire to recapture playground space. The building's defining feature is the perforated metal screen wall of the unconditioned exterior corridor, which provides campus security and a solar buffer for the classrooms. The simple massing of the new two-story classroom building complements the existing main building built in the mid-20th century modern style. With the passage of the Measure B bond measure in June of 2006, this \$4.5 million project began construction in summer of 2007.

Telegraph Lofts, Oakland, CA. Design Manager. This project now serves as a key component in Oakland's downtown revitalization. Completed in the winter of 2002, major work was performed to restore the building's Art Deco exterior, seismically retrofit the existing concrete structure, convert the existing upper floors to live-work units and incorporate retail space at the ground floor. This project was awarded by the *San Francisco Business Times* as one of the best mixed-use projects in Oakland.

EDUCATION

M.Arch.
University of California at Berkeley

B.A.
University of California at Berkeley

CERTIFICATIONS / AFFILIATIONS

Licensed Architect, C9570 State of California

Certificate Holder 41,677 NCARB

American Institute of Architects - East Bay Chapter

City of Oakland - City Planning Commission

Oakland Chinatown Chamber of Commerce

City of Oakland - Enhanced Enterprise Community Policy Board

Asian American Architects and Engineers



OLAKUNLE GBADAMOSI, LEED AP DIRECTOR - PROGRAM MANAGEMENT

PROFESSIONAL BACKGROUND

Mr. Gbadamosi brings more than 24 years of experience in the construction management industry. He specializes in architectural planning and design, construction management, contract negotiations, governmental liasons, change management, and scheduling. He has overseen K-12 education, bio-tech/bio-med, healthcare, government/corporate, and hospitality projects ranging from \$1 million to over \$1 billion dollars.

Mr. Gbadamosi manages all phases of project deliveries, from Pre-Construction through Closeout, including risk assessment, bid/award, contract negotiations, budget oversight, and change management.

EDUCATION

B.Arch.
Southern California Institute of
Architecture

CERTIFICATIONS / AFFILIATIONS

Associate Member AIA USGBC
LEED Accredited Professional

SELECT PROJECT EXPERIENCE

Twin Rivers Unified School District, Sacramento, CA. Senior Project Manager. \$20 million modernization of 17 school campuses. Was responsible for daily management, supervision, coordination and successful completion of Pre-Construction through Occupancy phases of projects to meet cost objectives in relation to contracting, scheduling, estimating, purchasing and bidding. Established work plan and multi-disciplinary staffing for each phase of project.

San Bernardino City Unified School District, Sacramento, CA. Senior Project Manager. \$18 million new classroom design/construction. Managed and coordinated with A/E of record, including CHPS "verified" and CPUC "Savings by Design" certification. Oversaw contract negotiations, budget management, drawing reviews and coordination, and project code compliance reviews.

Centinela Union High School District, Lawndale, CA. Senior Project Manager. \$27 million Leuzinger High School new classrooms, including lab design/construction. Managed and coordinated with A/E of record, including CHPS "verified" and CPUC "Savings by Design" certification. Oversaw contract negotiations, budget management, drawing reviews and coordination, and project code compliance reviews.

Hammel Green and Abrahamson, Inc. (HGA), Sacramento, CA. Senior Project Manager / Senior Associate. Assisted with contract negotiations. Managed all phases of projects from Schematic Design and development, including programming to construction administration/closeout. Generated preliminary project schedule and cost magnitude. Oversaw and managed staffing needs and communicated with appropriate client representative and governmental agencies (OSHPD, DSA and State Fire Marshal).



DON CHEW, AIA

SENIOR ADVISOR / TRANSITION MANAGER

PROFESSIONAL BACKGROUND

Don Chew has an extensive background in school design and construction. He began his professional career as an architect with an emphasis on school projects. He went on to become architect and construction manager for the San Francisco Unified School District, the same role with national retail companies. Don joined RGM and Associates in 1993 where he continues to bring his extensive background and wealth of expertise to public and private clients. As a senior program/project manager, he is responsible for all pre-construction and construction activities including scheduling, cost management, constructability reviews, value engineering, bidding, contract award, construction administration, change order review, project close out and warranty work.

SELECT PROJECT EXPERIENCE

Antioch Unified School District, Antioch, CA. Project Manager. Provided program and oversight of \$12.5M on the Lone Tree Elementary School Project.

Benicia Unified School District, Benicia, CA. Project Manager. Provided program and oversight of \$7.1M on the East, Central, and West Wing Additions Projects.

Oakland Unified School District, Oakland, CA. Project Manager. Provided program and oversight of \$28M on the Modernization of Oakland Technical High School Project.

John Swett Unified School District, Rodeo, CA. Project Manager. Provided program and oversight of \$16M on the Rodeo Hills Elementary School Project.

EDUCATION

Bachelor of Architecture,
University of California Berkeley

CERTIFICATIONS & AFFILIATIONS

Licensed Architect, State of
California License #C7299

 BRAILSFORD & DUNLAVEY

NICHOLAS GABEL

SENIOR PROJECT MANAGER



PROFESSIONAL BACKGROUND

Mr. Gabel brings a comprehensive understanding of the built environment: How it is planned, and how it is implemented. As a strategic advisor, he has led numerous K-12 and higher education clients throughout the country through planning exercises including strategic and master planning, market analysis, financial feasibility analysis, site analysis, preliminary programming, and business planning for various asset types. In addition, he has experience in A/E selection, pre-construction design management, budget monitoring and reconciliation, and project documentation as an owner's representative

Prior to joining B&D, he was a senior associate at the Urban Land Institute, an international research and education institution focused on planning and real estate development. In this role, he directed 17 Advisory Service Panels throughout the United States on various topics including downtown municipal revitalization, smart growth, transit-oriented development, waterfront development, in-fill development, and parking.

SELECT PROJECT EXPERIENCE

DISTRICT OF COLUMBIA PUBLIC SCHOOLS
Modernization Program - Project Manager

BUFFALO STATE COLLEGE
Student Housing Market Study
Student Housing Master Plan

DARTMOUTH COLLEGE
Graduate Student and Faculty/Staff Housing Demand Study

GONZAGA UNIVERSITY
Student Center Preliminary Assessment, Site Analysis, Program of Architectural Requirements, Delivery Methods Assessment, Design-Build Procurement Support, and Program Management
Campus Facilities Space Planning

MANSFIELD UNIVERSITY OF PENNSYLVANIA
Student Housing Master Plan

MEREDITH COLLEGE
Housing RFP Development, Architectural Selection, and Program Management

MILLERSVILLE UNIVERSITY
Student Housing Master Plan
Student Housing Programming, Financial Analysis, Market Study, Industry Analysis, Demand Study, and Developer Selection Support

MONTCLAIR STATE UNIVERSITY
Student Housing Market Analysis

NEW MEXICO STATE UNIVERSITY
Student Housing Master Plan Update, Program Review, Financial Pro Forma Development, A/E Selection Assistance, and Design Concept Development

PENNSYLVANIA STATE UNIVERSITY
Student Housing Market Analysis

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
Graduate/Medical Student Housing Market Study
Faculty and Graduate Student Family Housing Preliminary Assessment

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY -- NEWARK
Student Housing Master Plan and Feasibility Studies

STATE UNIVERSITY OF NEW YORK AT NEW PALTZ
Student Housing Market Study

UNIVERSITY OF CALIFORNIA, BERKELEY
Campus Plaza Retail Feasibility Study, Concept Development Work Session, Program Confirmation, Financial Analysis, and Business Planning

UNIVERSITY OF HOUSTON
Student Housing Master Plan

EDUCATION

B.A. Community Development
Portland State University

CERTIFICATIONS & AFFILIATIONS

The Urban Land Institute (ULI)

PUBLICATIONS & LECTURES

2014 ACUI Region IV Conference
-- "Breaking Ground in 240 Days: Gonzaga's Story"

 **BRAILSFORD & DUNLAVEY**


ANDREW PEREZ

SENIOR PROJECT MANAGER

PROFESSIONAL BACKGROUND

Mr. Perez joined Brailsford & Dunlavey in July of 2008 as a summer intern from the University of California, San Diego. Since that time, his extensive national planning experience with public and private sector clients was gained through his work at B&D's Washington, D.C. and Southern California offices. Mr. Perez's expertise is in the K-12 and higher education industries. His comprehensive approach to planning has led to the successful transition of projects from concept development to construction, as well as the approval of several referenda initiatives at institutions in the CSU and UC systems.

EDUCATION

B.A. Urban Studies and Planning
University of California, San Diego

SELECT PROJECT EXPERIENCE

LOS ANGELES UNIFIED SCHOOL DISTRICT

Modernization Program - Prioritization Planning

CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

Student Housing Master Plan, Feasibility Study, and Market Study Update

CALIFORNIA STATE UNIVERSITY, CHANNEL ISLANDS

Student Housing Market Study and Financial Pro Forma; Student Housing Market Study and Financial Pro Forma Update

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO

Student Housing Feasibility Study, Master Plan, Master Plan Update, Site Analysis, and Detailed Programming

CENTRAL OREGON COMMUNITY COLLEGE

Student Housing Market and Financial Analysis

CORNELL UNIVERSITY

Student Housing Master Plan

GEORGIA INSTITUTE OF TECHNOLOGY

Student Housing Master Plan

LOS ANGELES COMMUNITY COLLEGE DISTRICT

Student Housing Market Assessment

MANSFIELD UNIVERSITY OF PENNSYLVANIA

Student Housing Master Plan, Market Analysis Updates, and Post-Occupancy Qualitative Analysis

NORTHERN VIRGINIA COMMUNITY COLLEGE

Student Housing Market Study, Business Plan, Programming, and Financial Analysis Update

ORANGE COAST COLLEGE

Student Housing and Mixed-use Development Feasibility Study; Student Housing Developer Selection Assistance

OREGON STATE UNIVERSITY

Student Housing Demand Analysis

RHODE ISLAND SCHOOL OF DESIGN

Student Housing Master Plan, Workshop, and Financial Analysis Update

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY- NEWARK

Student Housing Master Plan, Feasibility Studies, Design Support, and Market Study Updates

SAN JOSÉ STATE UNIVERSITY

Student Housing Market and Financial Analyses

UNIVERSITY OF ALABAMA AT BIRMINGHAM

Student Housing Master Plan and Detailed Programming

UNIVERSITY OF CENTRAL MISSOURI

Student Housing Master Plan, Market Analysis Update, and Master Plan Update

UNIVERSITY OF NEVADA, RENO

Student Housing Market Analysis

WESTERN WASHINGTON UNIVERSITY

Student Housing Market Assessment

YAVAPAI COLLEGE

Student Housing Feasibility Study

TY SPECHT, ALEP PROJECT MANAGER



PROFESSIONAL BACKGROUND

An Accredited Learning Environment Planner, Mr. Specht has focused on a variety of assignments ranging from community recreation planning and implementation to PK-12 planning, utilization studies, and implementation. With his expertise in educational facility planning, he has developed over \$8 billion in PK-12 master plans and capital improvement programs, and he helps lead the firm's national PK-12 practice. As an assistant project manager, he has lent his DeafSpace and universal design expertise to a variety of projects covering the full range of academic and quality-of-life typologies.

Mr. Specht is a Summa Cum Laude graduate of North Dakota State University School of Architecture, and also owns a masters of architecture. His thesis encompassed the universal design theories of architectural design for the deaf. He also graduated Magna Cum Laude with a bachelor's of science in environmental design. He is currently completing his LEED and NCARB accreditations.

EDUCATION

M.Arch
North Dakota State University

B.S. Environmental Design
North Dakota State University

American Sign Language
Minnesota State Community and
Technical College

CERTIFICATIONS & AFFILIATIONS

Accredited Learning Environment
Planner (ALEP)

Associate American Institute of
Architects (AIA)

National Council of Architectural
Registrations Boards (NCARB)

SELECT PROJECT EXPERIENCE

Alexandria City Public Schools Patrick Henry School Program Management, Alexandria, VA. Assistant Project Manager. Providing program management services for the expansion of the school, the adjacent recreational center, and the associated athletic fields.

Alexandria City Public Schools Jefferson-Houston School Program Management, Alexandria, VA. Project Analyst. Provided program management services for the construction of a new state-of-the-art LEED-certified building, which is designed specifically for a PreK-8 curriculum program. In 2014 the new \$44.2 million, 120,000 SF Jefferson-Houston School was completed and ready to open for the 2014-2015 academic year.

Alexandria City Public Schools Office Relocation, Alexandria, VA. Assistant Project Manager. Conducted regular meetings with A/E, construction manager, and other stakeholders to monitor progress, resolve issues, and facilitate coordination. Developed a detailed project budget and track costs and schedule items impacting budget. Reviewed existing programmatic documentation and conduct formal reviews of Design Documents.



ABOUDI KABBANI PROJECT MANAGER

PROFESSIONAL BACKGROUND

Mr. Kabbani serves as an Assistant Project Manager on various K-12 projects. He graduated from Columbia University with a Master of Science in Real Estate Development and received his Bachelors of Architecture from Woodbury University. He has competed in and won many architectural competitions, both academic and professional, as well as competitions in the fields of photography and graphics.

Since joining B&D, Mr. Kabbani has utilized his architectural background and real estate development experience to facilitate several projects ranging from facility planning, to large scale facility relocation coordination to K - 12 implementation. His role and responsibilities include, but are not limited to, management and coordination of planning and design processes through constant communication with stakeholders and the design team, budget management, professional procurements, permitting, large scale facility relocation coordination, community engagement, schedule reviews, FF&E coordination, and management of the team through construction, and closeout.

In addition to implementation, Mr. Kabbani's role and responsibilities in many planning projects include, but not limited to, preparing reports and recommendations for clients on facility planning, public private partnership development, as well as conducting financial analysis, financial modeling, demand forecasting, feasibility studies and market assessments.

SELECT PROJECT EXPERIENCE

Alexandria City Public Schools Patrick Henry School Program Management, Alexandria, VA. Project Analyst. Currently Providing program management services including management of the planning and design process for a new \$45 million, 155,000 SF Pre K - 8 School project, which includes an adjacent recreation center and the associated athletic fields

Alexandria City Public Schools Jefferson-Houston School Program Management, Alexandria, VA. Project Analyst. Provided program management services for the construction of a new state-of-the-art LEED-certified building, which is designed specifically for a PreK-8 curriculum program. In 2014 the new \$44.2 million, 120,000 SF Jefferson-Houston School was completed and ready to open for the 2014-2015 academic year.

Alexandria City Public Schools Central Office Relocation, Alexandria, VA. Project Analyst. Managed procurement, design, and construction activities, in addition to the relocation coordination of over 200 staff from 12 locations for Alexandria City Public School's very faced-paced 80,000 SF, \$8 million Central Office relocation.

City of Alexandria Community Recreation Facilities Program Management, Alexandria, VA. Project Analyst. Implemented multiple small park renovation projects throughout the city. Tasks included writing and reviewing scoping documentation; verifying and selecting contractors; overseeing daily construction and implementation; and controlling budget and schedule.

EDUCATION

M.S. Real Estate Development
Columbia University

B.Arch
Woodbury University

CERTIFICATIONS & AFFILIATIONS

AIA, USGBC- Los Angeles
Emerging Talent Design
Competition - First Place

AIA 1*2 Charrette- Third Place

The Urban Land Institute



BETH PENFIELD, LEED AP BD+C, ALEP K-12 PLANNING RESOURCE

PROFESSIONAL BACKGROUND

A Certified Educational Facility Planner, Ms. Penfield has engaged in a wide range of planning and implementation assignments while at B&D. While possessing expertise in educational facilities, she has developed over \$15 billion in PK-12 master plans and capital improvement programs and helps lead the firm's PK-12 practice group. She has been a key member of the District of Columbia School Modernization Program Management Team since 2007 and helps advise the District on school facility and capital improvement planning issues. She also served as an advisor to Los Angeles Unified School District and Prince George's County Public Schools.

Additionally, in the role of project manager, she has directly managed and delivered over \$235 million in PK-12 projects and provided support on numerous other projects including programming, budgeting, and sustainability reviews. Her direct project management experience has included three school facilities that earned LEED Gold certification from the US Green Building Council, two of which also earned the distinction as a Green Ribbon School by the US Department of Education. She is an active member of ALEP (formerly CEFPI) and in 2013 served on the Collaborative for High Performance Schools (CHPS) Integration & Steering Committee to help review and edit the CHPS National Core Criteria. Prior to joining B&D, she was the event manager for the Department of Athletics at The George Washington University, where she also has served as adjunct professor.

SELECT PROJECT EXPERIENCE

Alexandria City Public Schools Patrick Henry School Program Management, Alexandria, VA. Educational Planner. Providing program management services for the expansion of the school, the adjacent recreational center, and the associated athletic fields.

Alexandria City Public Schools Jefferson-Houston School Program Management, Alexandria, VA. Project Manager / Sustainability Specialist. Provided program management services.

Austin Independent School District, Facility Master Plan Update, Austin, TX. Senior Project Manager. Develop a long range capital improvements program and facilities modernization master plan.

District of Columbia Public Schools Modernization Program, Washington, DC. Senior Project Manager. Managing the planning, procurement, design, and construction activities for the modernization of more than 12 million square feet of space.

Prince George's County Public Schools Master Planning, Prince George's County, MD. Senior Project Manager. Providing facilities master planning services.

Baltimore City Public Schools Modernization and Construction Program Management, Baltimore, MD. Project Manager. Managing the implementation of \$1.1B capital improvement program for approximately 23-28 new or modernized schools.

EDUCATION

M.B.A.
The George Washington University

B.A. Criminal Justice
The George Washington University

CERTIFICATIONS / AFFILIATIONS

Accredited Learning Environment
Planner (ALEP)

Leadership in Energy &
Environmental Design (LEED)
BD+C Accredited Professional

National Capital Region Chapter,
U.S. Green Building Council

Collaborative for High
Performance Schools (CHPS)
National Integration and Steering
Committee

District of Columbia Building
Industry Association

PUBLICATIONS & LECTURES

2014 CEFPI Southern Region
Conference-- "The Power of
Engagement in the Planning
Process"



GREG LYKKEN SCHEDULER/ESTIMATOR

PROFESSIONAL BACKGROUND

Mr. Lykken has been involved in the construction industry for more than 30 years, and has had extensive experience in all facets of construction estimating and project management. His experience includes architectural drafting, quantity surveys and estimating, material procurement, and the management of customer service and estimating departments for general contractors, modular building manufacturer, and steel building manufacturer. Greg has provided project management services for site work, commercial and industrial building, and modular building projects. He has managed a variety of public works projects, and has also been employed by a state agency as a Materials Specialist. As an RGM project manager since 2004, Greg manages projects in pre-construction and construction phases. He provides expertise in developing project schedules and budgets, and is meticulous about organizing meeting minutes, logs, reports, and other job files. Greg provides estimating and plan review services for many RGM clients, including the Menlo Park City, John Swett Unified, Pittsburg Unified, Tracy Joint Unified, and Martinez Unified School District. Greg's estimating skills provide accurate and reliable cost information to our clients, allowing them to make informed decisions about budgets and cash flow. Greg is a meticulous plan and spec reviewer, and his reviews ensure that bid sets are biddable and buildable, without information gaps and coordination issues.

SELECT PROJECT EXPERIENCE

Horicon Elementary, Annapolis, CA. Project Manager. Provided project management services for new campus construction totalling \$6.5M.

Martinez Unified School District, Martinez, CA. Project Manager. Provided project management services for a \$4.9M modernization project.

County of San Mateo Department of Housing, South San Francisco, CA. Project Manager. Provided project management services for a \$1.6M modernization project.

EDUCATION

Assoc. of Applied Science,
Architectural Drafting and
Estimating
North Dakota State College of
Science

CERTIFICATIONS / AFFILIATIONS

Certified Professional Estimator

American Society of Professional
Estimators, 2002-2006



JALIL BAZYAR

SCHEDULER/ESTIMATOR

PROFESSIONAL BACKGROUND

Mr. Bazyar has been involved in the public sector construction industry for over thirty-one years, with emphasis in construction, estimating, project and construction management and civil engineering. He is equally experienced in the multi-prime delivery process and possesses a broad-based knowledge of all phases of construction, including expertise in the general construction, civil engineering and specialty trade disciplines. Jalil has been involved in conceptual and competitive estimating and in facilitating project negotiations. He is also experienced and skilled in working with architects, engineers and local agencies, such as fire districts, public works departments, building and utility districts. Prior to joining RGM, Jalil worked as an Estimator for several general and specialty contractors. Jalil is equally proficient as an Estimator, Program or Project Manager. He provides conceptual and hard dollar estimates, scheduling and plan and specification reviews, change order analysis and contract negotiations. His background and well-rounded capabilities make him adept at administering concurrent projects and managing other team members.

EDUCATION

B.S. Civil Engineering
Mississippi State University

SELECT PROJECT EXPERIENCE

Contra Costa County Office of Education, Contra Costa County, CA. Project Manager. Provided project management services for the modernization/construction of three sites totalling \$6.4M.

Contra Costa Community College District, Contra Costa County, CA. Project Manager. Provided project management services for a \$28M modernization project.

Oakley Unified School District, Oakley, CA. Project Manager. Provided project management services for a \$5.9M modernization project.

EDUCATION

Bachelor of Architecture -
University of Detroit

CERTIFICATIONS / AFFILIATIONS

American Institute of Architects,
East Bay Chapter

Chair Alameda Historic Advisory
Board

DENNIS OWENS

DIRECTOR - SPECIAL PROJECTS

PROFESSIONAL BACKGROUND

Working as a sole proprietor, and in association with other Architectural firms, Mr. Owens has provided complete Architectural services for both Private and Public Agency clients in the areas of Institutional, Commercial, and Residential Architecture. DMO has provided a high quality of Architectural service to clients, demonstrated by the fact that many clients have been repeat clients over the years. Projects have included a variety of building types including schools, offices, retail, food service, single & multiple family residential and industrial structures. Buildings of historic significance have been rehabilitated in accordance with the Secretary of the Interior's Standards.

SELECT PROJECT EXPERIENCE

Alameda - Wood and Chipman Middle Schools, Mastick Senior Center and Washington Park historic restrooms, residential additions and remodelling; On Call Housing Authority of the City of Alameda, Durante Residence.

Oakland - Stanford Triangle mixed use work/live, Lincoln, Peralta and Prescott Elementary Schools, Havenscourt Middle Schools, Walter Hood live work space, Ratto Block historic renovation, Sears Loft live work conversion, Old Oakland Historic District, renovation of two Blocks of 19th century commercial buildings, multiple building renovations for Satellite Senior Homes and Christian Church Homes of Northern California, residential additions.

San Leandro - Olson Steel Fabrication & Offices, Single and multi-family residential projects.

Berkeley - 2481 Hearst commercial renovation, addition to Julia Morgan house, residential additions.

Piedmont - Residential additions.

3 Proposed Methodology and Capabilities

Our Promise

The Brailsford & Dunlavy Team makes the following commitments in proposing to provide program management services to OUSD for the Measure J Bond Program:

- ◆ **To change lives for students, teachers and administrators by providing them with spaces to learn and work in safe, state-of-the-art facilities with full access to new technologies, diverse cultural experiences, and superior health and social support systems; and**
- ◆ **To invest in our community and celebrate its neighborhoods, with pride in their past and anticipation of a future filled with opportunity, diversity, and prosperity.**

With that vision, the entire Brailsford & Dunlavy Team promises to embrace OUSD's values, to respect its parameters, and to succeed in achieving all of the Program's goals through:

- ◆ Carefully integrating our staff with the staff of OUSD to form one seamless team in pursuit of the District's program goals and objectives;
- ◆ Managing the project design and construction to deliver outstanding facilities that achieve real results for OUSD's stakeholders;
- ◆ Bringing creative savings strategies to OUSD, to enable investment in more priority needs;

- ◆ Focusing the investment of program resources in the businesses, residents, and neighborhoods of Oakland;
- ◆ Innovating new approaches and creating new partnerships within our community to achieve heightened results; and
- ◆ Strengthening our neighborhoods by connecting their vital functions and support groups to the Program's values and considerations.

The Brailsford & Dunlavy Team will operate at the right hand of OUSD, serving as your trusted advisor throughout the program. We will serve as your primary insurance against program risks and your greatest ally in ensuring that your goals for scope, schedule, budget and quality are met or exceeded.

Fusing Planning and Program Management

Wisely, OUSD included in-depth review of recent, current, and upcoming Facilities Master Plan documents within the scope of services for its RFP, in addition to the traditional roles of program management. Embedded within this master planning inclusion is the recognition that it is not enough to renovate old schools "like new" without setting the goals of truly modernizing them to support the delivery of 21st-century education; that designing and building them according to delivery methods and practices that have been in use for a century or more may not be the most efficient or expedient manner of doing so; and that

project prioritization and scheduling must be considered within the context of equity across the District and fairness to all school communities.

Unlike any of our competitors, Brailsford & Dunlavy includes PK-12 facility planning and district-wide master planning as core services within our practice. Such planning efforts should not be a separate effort from program management services, either as an afterthought nor a separate precedent activity that delays implementation progress; instead, planning should be an integrated and ongoing effort with program implementation. The Brailsford & Dunlavy Team offers all of the skill sets and resources necessary to fulfill this ideal.

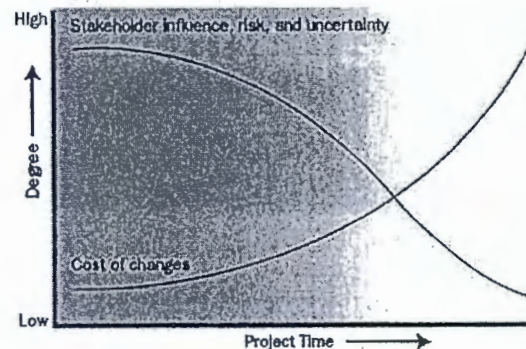
Immediately upon initiating this assignment, the Brailsford & Dunlavy Team proposes to initiate a master planning review and coordination effort. This would proceed in parallel with ongoing projects and without delay to the initiation of new ones, in order to evaluate and refine key program aspects, to include, among other issues:

- ◆ Confirmation and clarification of program goals
- ◆ Update and refinement of standard Educational Specifications (EdSpecs)
- ◆ Review and, as appropriate, revision of project scopes
- ◆ Evaluation of project prioritization, sequencing and scheduling

This planning will not only ensure the optimized implementation of the balance of the Measure J program, but also set the stage for future bond efforts.

Risk Management and Program Management Success

Successful projects balance scope, cost, and schedule with the owner's needs and program constraints. As illustrated in the diagram that follows, owners have much greater ability to influence positive outcomes (and avoid costly mistakes or risks) in the early stages of a project.



(From *A Guide to the Project Management Body of Knowledge - Fourth Edition, 2008*)

There are dozens of risks that may prevent a project from meeting its schedule, budget, and/or quality objectives. These risks are generally organized into the following categories:

- ◆ Building Inventory
- ◆ Public Utilities
- ◆ Financial
- ◆ Programmatic
- ◆ Political (both internal to the owner and external)
- ◆ Environmental
- ◆ Historical Significance
- ◆ Contract Scoping
- ◆ Community Impacts and Public Perception
- ◆ Public Approvals
- ◆ Material, Equipment, and Construction

Some of the most significant issues, which are also likely to present challenges in Oakland, include community impacts, internal and external political pressures, public approvals, and building program changes. Collectively, these risks can be avoided or mitigated by adhering to Brailsford & Dunlavy's proven program management methodologies. Successful projects do not happen by accident, and are most certainly comprised of:

- ◆ A well-defined scope
- ◆ A skilled project team
- ◆ Extensive early planning
- ◆ Good leadership, management, and on-site supervision

- ◆ Good project team chemistry
- ◆ Realistic project scheduling and budgeting
- ◆ Accurate and well-developed contract and construction documents
- ◆ Quick responsiveness to issues and changes
- ◆ Timely and thorough written and verbal communication
- ◆ Thorough quality assurance and control program

At the outset of the program, the Brailsford & Dunlavey Team will work closely with the OUSD leadership team to establish an owner decision-making process. Aligning programmatic requirements with available capital budgets is always a major challenge. **Establishing realistic project budgets with appropriate contingencies at the outset, with a prioritized list of owner project requirements (program, finishes, systems, sustainability, etc.) is essential to contending with the likelihood of multiple unforeseen issues.**

Similarly, creating detailed program and project schedules that provide credible timelines for regulatory approvals, owner design reviews, value engineering, owner procurement requirements, school board actions, project construction, and owner move-in, is essential to ensuring that OUSD will have ample time to contemplate critical decisions. The Brailsford & Dunlavey Team will implement a contingency management plan that will balance contingency levels based upon the number of known risks and the possibility of future unforeseen risks.

In addition to creating (or validating and refining) detailed program and project schedules and budgets, The Brailsford & Dunlavey Team will also create a risk assessment register to determine the extent to which certain events or circumstances may have an impact on the project's schedule and budget. The Brailsford & Dunlavey Team will utilize these tools to guide owner decision-making and ensure that appropriate contingency levels are maintained based upon the stage of the project.

Risk Assessment Register								
Project Component	Risks	Risk/Opportunity	Description of Issue	Team/Management Action	Affected Project Activities	Probability of Occurrence	Cost of Occurrence (Approx.)	Change in Duration
1. Environmental	E1	Site contamination by UST.	Phase II report revealed soil contamination is more extensive than previously known due to LUST on site.	PM contacts GCS Corp. by 3-5-06 to procure clean up bid.	All permitting components (Items 1-10).	50%	\$300,000	6
2. Utilities	U1	City water line not completed as planned.	Project delay and increased overhead costs for project.	PM calls water department manager daily. Consider hiring private contractor to complete connections.	Components 2-5.	25%	\$75,000	2
3. Zoning	Z1	Ward alderman is not in favor of the project.	Alderman threatens to hold up public approvals until building height is reduced two stories.	Owner and PM will meet with alderman to review latest plans. BY 4-4-06.	All permitting components (1-10).	75%	TBA	8
4. Construction	C1	Delay in receipt of roof fabrication.	Fabricated roof section fell off truck. Needs to be prefabricated.	GC determines new delivery date with fabricator. Informs PM.	Construction components 5-15.	100%	\$200,000	4

Sample Risk Assessment Register

Our contingency management process will enhance owner decision making at critical stages, such as value engineering and GMP negotiation, and **allows the owner to empower the design and construction teams with the parameters they need to develop recommendations and solutions that align with the project goals.** Our management of the project contingencies will ensure that all critical programmatic components are included in each of the program's projects and allow OUSD and RPS to consider the addition of multiple design alternates of significant value for each.

Another critical component of our risk management plan is the selection of an appropriate project delivery method. This will ensure that the allocation of risks between the owner and builder align with key parameters related to the project schedule, budget, design complexity, and the likelihood of changes. Our team has experience in all delivery methods, from Design-Build through to lump sum bid. Immediately upon hire, we will work closely with OUSD to establish the project delivery methods best suited to achieve the project goals for each different type of project within the overall program.

Assembling the right project team is critical for a successful result, and the Brailsford & Dunlavey Team will work closely with OUSD to develop procurement materials and participate in the selection of project team members and consultants as needed. We will recommend conducting the architect and contractor selection procedures with risk management in mind and that RFP documents request QA/QC plans with details specific to each project. Similarly, builders should be required to enunciate staging and safety plans during the procurement phase to ensure that OUSD selects a contractor who is best aligned with project goals.

Throughout the program, the Brailsford & Dunlavey Team will **promote a culture of camaraderie and teamwork to ensure all team members are working together toward a shared goal.** However, we will also utilize tools and implement procedures to ensure

accountability. Examples include the tracking of project action items, the development of detailed task responsibility lists, design review checklists, value engineering tracking sheets, and ensuring the A/E and GC contracts emphasize accountability to specific performance requirements while providing incentives for achieving specific goals. More details about our tools and program management approach are provided in the next section.

As stated at the outset, risk management is about ensuring each project includes all programmatic requirements and meets quality expectations, while being delivered on time and on budget. Ensuring these critical parameters are achieved will require a program management team with experience working with OUSD and a staffing plan that promotes coordination and accountability.

As reflected in our organizational structure, our staffing plan provides OUSD with a core team consisting of the Program Manager, Directors, Senior Project Managers, and Project Managers, who will be supported by a group of experts in estimating, scheduling, educational planning, design, construction, and quality control. Understanding the ever-changing dynamics of a program of this magnitude, we realize and embrace change, and will apply an adaptive mindset to accommodate the needs of OUSD as we have been adept at doing for other school districts. **Our staffing plan structure and approach allows us to follow through on owner requirements throughout the evolution of the program as well as individual projects, in order to reduce the risk of overlooked details.** Depending upon the level of need and the delivery method selected, these experts will be called upon throughout the program to ensure adherence to project scope, schedule, and budget requirements.

Overall Team Scope

Representing OUSD will require us to be involved in every activity necessary to accomplish the work. The following is a list of the primary categories of activities in which we will support OUSD:

- ◆ Program/project scope development
- ◆ Budgeting
- ◆ Scheduling
- ◆ Procurement
- ◆ Design and construction administration

The Brailsford & Dunlavy Team has read the requirements of the scope of services contained within the RFP, and has developed our approach accordingly.

Levels of Management

The structure of our Team was deliberately chosen to **provide clear lines of authority, responsibility, communication, accountability and flexibility**, while facilitating program performance, decision making, and design and construction performance necessary to meet the program's budget, schedule, quality, documentation, and reporting requirements simultaneously. The structure was also developed to provide the highest level of flexibility to OUSD while providing a vast amount of expertise and available resources to address every aspect of the RFP.

In order to deliver results effectively, our Management Plan is organized in a manner that provides oversight and support at three distinct but interdependent levels. Our approach will assist the Brailsford & Dunlavy Team in remaining well-aligned with OUSD priorities as circumstances change over time and further enhance our ability to consistently and reliably deliver service and results that meet or exceed expectations. The three levels of management we propose are:

- ◆ Executive Level
- ◆ Program Level
- ◆ Project Level

Executive Level

The Executive Level will address issues at the macro scale, such as the alignment of our Team's policies, goals, and objectives with those of OUSD and other relevant stakeholder organizations. The Executive Level of the Brailsford & Dunlavy Team will also provide a high-level interface with OUSD to gather and address feedback concerning the performance of our Program Management Team.

Our Executive Committee is comprised of a total of three people -- Brailsford & Dunlavy President, Chris Dunlavy, and Senior Vice President, Willard Mangrum, and RGM and Associates President, Ralph Caputo. We propose that these three executives meet once per quarter with OUSD to gather direct, unfiltered performance feedback and identify and discuss opportunities for the program and team's continuous improvement.

Program Level

At the Program Level, we will serve as the overall coordinator and facilitator between all parties involved in the entire Program and its implementation. Specific to the program management services of the Program, this will include the following tasks:

- ◆ Assist in establishing, modifying, and updating the uniform procedural manual related to the Program
- ◆ Provide program management leadership and support
- ◆ Advise and assist in establishing, implementing, and coordinating program objectives
- ◆ Advise and assist OUSD to maximize the utilization of locally-based, minority- and women-owned businesses
- ◆ Conduct database development and integration of other database software to ensure a comprehensive program and project control system, administrative components, and support for reporting to OUSD as needed.

- ◆ Advise and assist in supporting OUSD and appropriate stakeholders in the coordination of all master planning, feasibility studies and project scoping
- ◆ Advise and assist in achieving all requirements and meeting all milestones for release of construction funding
- ◆ Advise and assist in the planning, development, documentation, and submission of school utilization plans
- ◆ Advise and assist on community development planning, including working with local foundations, institutions, community organizations, public agencies, and businesses, and exploring public private partnership opportunities

Project Level

At the Project Level, the Brailsford & Dunlavey Team will address the project-specific elements within the Program. Our involvement will include aligning requirements of OUSD and other stakeholders with thoughtful, quality projects that are capable of meeting the overall vision. At this level, we will support procurement activities and perform management of design, DSA approvals, permitting, and other regulatory requirements of each project as well as construction, closeout, warranty, and maintenance management services. This will include the following tasks:

- ◆ Assist with construction, professional, and technical services procurements
- ◆ Apply procurement policies and procedures to replacements and renovations
- ◆ Provide administrative support for a standardized project management software system and establishment of a document control process
- ◆ Supply project management, contract management, and support staff, as needed
- ◆ Advise and assist in establishing, implementing, and coordinating program objectives, including:
 - Confirming that scope, schedule, and budget for each school are agreed upon by the date required to ensure funding is approved for each project.

- Confirming that all replacements and renovations will meet or, to the extent possible, exceed Oakland's applicable green building standards.
- Implementing the general procedures associated with applicable regulations and approvals.
- ◆ Coordinate and develop materials needed for the timely submission of presentations to review agencies, City Council, School Board, and others as required
- ◆ Work with DSA to ensure that all necessary plan reviews are coordinated with appropriate City agencies and the applicable building permit process
- ◆ Confirm that all indemnification and insurance requirements are met
- ◆ Document and report on all entities performing any on-site work on a project
- ◆ Work with OUSD in the turnover of all projects to confirm that operation, management, and maintenance are prepared for the facility
- ◆ Assist in resolving all disputes regarding funding, scheduling, and procurements and all other disputes, as requested
- ◆ Administration of architect, engineering, inspection, commissioning, and LEED consultants' and Construction Manager contracts
- ◆ Coordinate and lead on other owner responsibilities, such as permitting activities, coordination of FF&E and technology systems, and monitoring of inclusion and sustainability goals
- ◆ Intensive management of projects to meet budget and schedule

Estimating

The Brailsford & Dunlavey Team in conjunction with OUSD's consultants will provide pre-design and design-phase estimates for the projects, as well as support change order and claims analysis work throughout construction and project close out. Our team has a deep regional portfolio of K-12 design and construction cost estimates and analyses, parametric cost modeling, value engineering, and lifecycle cost studies.

Our database of school design and construction costs collected over the last decade is used as a guideline and substantiation of project- specific early feasibility, conceptual, and schematic cost estimates. In addition, our Team has the ability to reach out to subcontractors and manufacturers to track and confirm pricing, material availability, market conditions, trends, and bidder issues that could adversely affect project costs.

Under this contract, the key services where the Brailsford & Dunlavey Team will provide the greatest value to OUSD are as follows:

- ◆ **Budgeting and Cost Control** – During the pre-design and design phases, we will work to continually manage the budget by being proactively involved as the design documents progress. We will utilize our budget control report to track all design issues that may potentially impact the budget. This report is issued on a regular basis to provide real-time information regarding current status of project estimates relative to the established budget. We will use this report tool to identify and record impacts of design development issues, and seek cost reduction opportunities to offset potential budget impact items. All financial tracking and accounting will be “open book” to OUSD.
- ◆ **Estimating and Forecasting** – During the design phase, and as the various design disciplines advance their respective portions of the design, we will evaluate the major building systems to optimize efficiency and cost, and analyze alternate materials and system designs. We will also actively solicit market input and work closely with our partner, RGM and Associates, to validate estimate pricing and stay current with regard to labor and material availability, and pending price escalation issues. These interactions with the local market will be structured and reviewed such that the information obtained is meaningful and reliable. All such cost and schedule information will be communicated regularly to OUSD and the selected designers for each project.

Our Team will use extensive monitors and controls to recognize and respond to the many variables that may impact OUSD, based on our vast experience with similar projects. **We will employ a system of checks and balances that will yield solid predictability for the management of the program's budget.**

Before the costs of a project can be controlled, they must first be identified. During the pre-design and design phases of this program, we will work closely with the Team to identify the actual scope of the work and assign values to the various components of the project. Throughout this process, our Team will utilize RGM and Associates' resource center of cost and estimating data from which we are able to derive timely estimates for all “what if” scenarios. As the design on this project is in its early stages, we envision that our estimating requirements will revolve around cost estimating, value engineering and constructability challenges.

In order to prevent increases in cost on this project, we will utilize the following systems to identify and correct for deviation in the project plan:

- ◆ **Initial Concept Estimate** – The Brailsford & Dunlavey Team in conjunction with OUSD's estimate, will confirm pricing based on the Brailsford & Dunlavey Team's historic index of comparable projects. This initial budget can be utilized as a guide for the designers as they work toward developing the building's program.
- ◆ **Develop Initial Estimate** – One of the very early priorities will be to establish the Baseline Cost Estimate. As the design is finalized, estimates will be refined to reflect the progressive flow of information. Upon completion of the design, a final control estimate will be published, forming the basis of further development work on the project.
- ◆ **Analyze Alternate Systems** – Detailed analysis of various major systems and components of the building will be developed to identify potential cost savings and efficiencies. Areas usually studied include mechanical, audio / visual systems,

electrical systems, control systems, and major architectural finishes. These studies will assist the team in selecting the most appropriate design for OUSD needs.

◆ **Perform Value Engineering Analysis -**

Estimating the value of each dollar to be spent is accomplished in part by thorough and intelligent value engineering. A comprehensive review and analysis of alternate designs and systems will help direct the course of design and yield a cost efficient solution that is both aesthetically and functionally pleasing.

- ◆ **Update Estimate Periodically** – Through the design finalization process, revised estimates will need to be developed that coordinate to the current state of design. In this fashion, the project team maintains its course by constantly monitoring the estimated cost of the project relative to the established control estimate.

While the study of alternate solutions will play an important part of our preconstruction role, it is only a part of the total responsibility which involves total project budget control. Budget control is exercised through continuous review of the design as it develops. Our process will be ongoing and starts during the pre-design phase and will not be complete until the lump sum estimate is provided from the 100% design.

Project Controls and Data Management

The Brailsford & Dunlavey Team acknowledges the importance of a comprehensive data management system. Through our nationwide portfolio of various K-12 Program Management assignments, the Team has in-depth experience with a wide variety of program and data management systems, such as Prolog and Proliance. When utilized properly, these systems can help deliver accurate program metrics and generate detailed report data. The B&D Team will work closely with OUSD as they look to deploy the EADOC's data

management system district-wide, and will help facilitate its implementation.

The B&D Team has contacted the software developer in an effort to fully comprehend its technical capabilities. The EADOCs system is cloud based and therefore is accessible anywhere via the Internet. The system controls allow for OUSD to designate levels of access to its users and easily add or remove them, and has the ability to import legacy documentation from existing databases (i.e., drawings, excel files, PDF's, etc.). It can also be used to create fully customizable documents that are frequently used on a daily basis, such as dashboard and template reporting, which creates efficiency by reducing time by allowing the user to focus more on project related task. The system also has a budgetary component that allows for inputting cost control measures to help forecast projects and manage risk.

Best Practices for Developing and Managing - Capital Program Schedules

We are aware that OUSD has retained a scheduling consultant to develop and update the Master Program Schedule (MPS), independent of this contract. We also understand that no document will be used more throughout the course of a major capital program than the MPS, as this document holds everyone accountable and ensures that all stakeholders know what is expected and when.

The MPS will incorporate the activities of the full project team to include key trade contractors during both preconstruction and construction. After selection, we will immediately seek to gather information to develop a comprehensive schedule showing durations, sequence and interdependencies of both design and construction activities and peripheral work e.g. approvals, fabrication, construction of mock-ups etc. The schedule will also highlight critical decisions and long lead items, and identify advance procurement requirements.

This schedule will be used as a basis for planning, coordinating and monitoring the progress of the pre-design, design, and construction related activities.

The MPS is the "big picture" schedule establishing a series of milestones to be met on the way to timely project completion. Fast track opportunities will be explored as a part of the schedule development and update. For effective project control, it will be necessary to develop more detailed schedules, breaking down and examining in greater detail the many events that must take place to maintain the project milestones. Such schedules are usually organized on a 30-, 60- and 90-day basis to provide short term "look ahead" schedules for the project team and site staff. These "look ahead" schedules are the real tools to control job progress.

They will be used as a basis for discussion at meetings and, where slippage has occurred, they will be modified and updated to show re-sequencing, accelerated work durations, or other measures of recovery.

The Brailsford & Dunlavey Team will begin with the big picture and support the development of the MPS early in the Program launch phase. Organizing the MPS into the typical basis for the big picture concept includes:

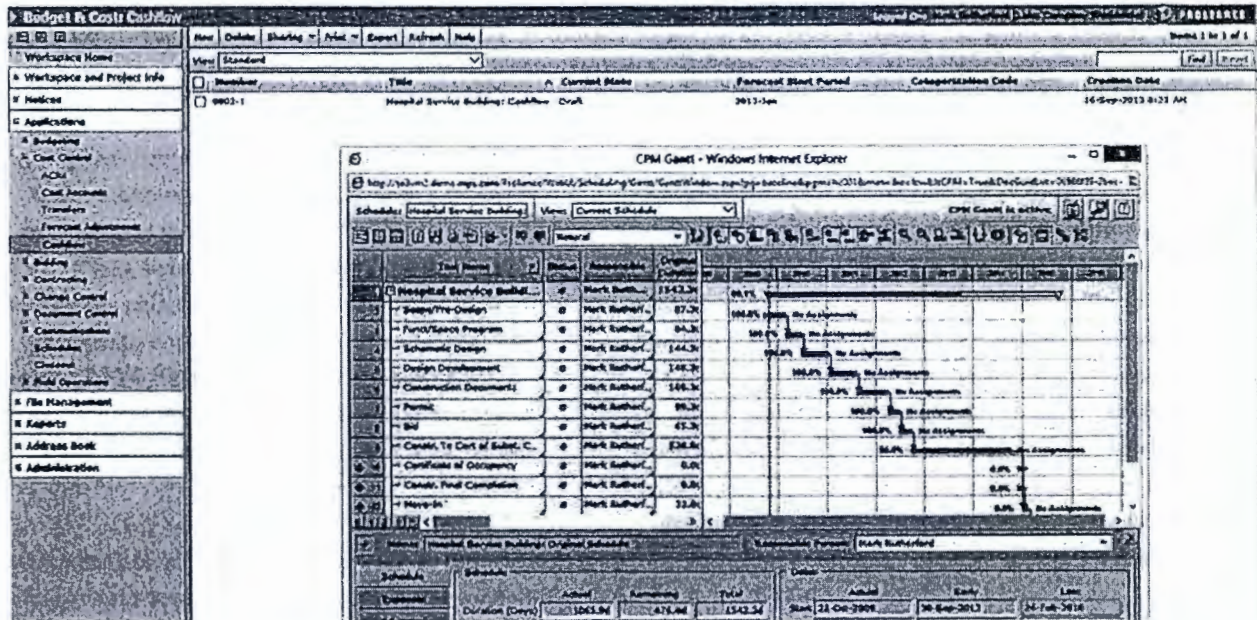
- ◆ **Planning** - This may include budget development and cost modeling, financing schedule, feasibility studies, educational specification development, capacity analysis, programs, design and engineering procurement, facility plan, space program, and community meetings.
- ◆ **Design** - This may include site planning, conceptual/schematic design elements, design development, maintenance plan development, cost estimating functions, design review functions, community meeting requirements, regulatory requirements, permitting, construction management procurement, construction documents, and FF&E selection.

- ◆ **Construction** - This element of the master schedule should be in summary form and include milestones and owner-, vendor-, or self- perform contractor requirements; once the Construction Manager is brought onto the project, the firm will develop a detailed construction schedule, and the Construction Manager / General Contractor's construction schedule should serve as a coordinating tool for the construction element of the master schedule transition and occupancy: This may include the closeout plan, FF&E move-in, operational transition, commissioning, training, demonstrations, warranty management, and testing.

It is crucial to develop major milestones and then identify the different work elements that tie these tasks together. A key factor in our process of constructing the MPS is to avoid getting bogged down in the details at the beginning. The MPS is a working document that can be modified to include additional tasks later. Our experience has identified best practices associated with developing and maintaining a reliable master schedule, including:

- ◆ Capture all activities
- ◆ Include financing milestones
- ◆ Sequence all activities
- ◆ Assign resources to all activities
- ◆ Establish the duration of all activities
- ◆ Maintain a baseline schedule
- ◆ Verify that the schedule can be traced horizontally and vertically
- ◆ Confirm that the critical path is valid
- ◆ Endure reasonable total float
- ◆ Conduct a schedule risk analysis
- ◆ Update the schedule using actual progress and logic as the Team determines, but no less than monthly

While these best practices may seem obvious, often times they are overlooked or labeled as overkill in master schedule development and management. The Brailsford & Dunlavey Team highly recommends integrating the schedules into EADOCS, OUSD's program management system.



Sample Budget and Cost Cashflow

Assistance with Construction, Professional, and Technical Services Procurements

The crafting and management of professional design and engineering services, technical services, and project delivery models is key to the success of any project because it drives incentives, participation, and risk in which the parties execute their roles. Adjustments in risk allocation, compensation, schedule, and understanding of the marketplace can mean the difference in a project completing on time or late, under or over budget, or mutually successful or in dispute.

The Brailsford & Dunlavey Team has a command of traditional and progressive models of project delivery and has been at the forefront of implementation of alternate models on some of the largest educational capital programs. More important than the label of the delivery method is our breadth of experience addressing nearly every opportunity to improve delivery and cost through alternative delivery methods. Naturally, this is influenced by the difference in project contracting

requirements that govern public construction.

An example of a progressive model that our Team is managing under a current educational program addresses the concept of thoughtful architecture. This concept begins with a systematic analysis of the building program and context, and, through a collaborative process and synthesis of ideas and concepts, the process is completed with a solution expressed.

The Brailsford & Dunlavey Team has managed the implementation of design competitions to engage architecture firms and explore all of the opportunities of architectural solutions. This two-step A/E service procurement provides a venue for thoughtful architecture and includes the following:

1. Prequalify architects based on experience with similar projects
2. Shortlist and select based on a design competition

The final phase of this approach includes a modified design/build approach where the architect is selected in a design competition working directly for the owner. At the completion of design development, a construction manager is contracted under a Guaranteed Maximum Price (GMP). The Architect is then assigned to the construction manager, design is completed, and construction starts. The benefits to the client include achievement of the finest design at the most effective cost, reduced risk, and an efficient timeline.

Although this delivery method may not be the right fit for OUSD, we mention it to point out **our team's capacity to develop unique solutions to customize a project implementation methodology that best addresses the client's risk profile in order to balance programmatic objectives with schedule and financial constraints.**

Through these diverse experiences and our approach working with clients similar to OUSD, the Brailsford & Dunlavey Team has learned to work within the governance structure of the applicable agency to align the client's procurement and delivery with their regulations and goals to optimize the results of projects. We look forward to robust discussions at the outset of the program to establish a project delivery method best suited to OUSD.

Owner Contract Management

At the core of the Brailsford & Dunlavey Team's approach to the contract management process is the cohesive integration of OUSD, consultants, contractors, vendors, and our project managers to confirm that all parties meet their respective obligations. So that OUSD receives the contract management services required, we will work with you to define the level and scope of your requirements with respect to:

- ◆ Security
- ◆ Communications
- ◆ Management information
- ◆ Detailed contract and product information, such as FF&E

The goals of our contract management services will be:

- ◆ Administration of construction contracts in coordination with OUSD's Procurement Department
- ◆ Use of the EADOCS software in the contract and procurement process
- ◆ Overall security of key business information
- ◆ Increased cost savings by ensuring greater efficiency in the management of the contracts, consultants, contractors, and vendors
- ◆ Ability to measure overall benefits to costs and problems associated with each contract
- ◆ Ease of operation and monitoring of each contract with an increase in visibility and control
- ◆ Production of regular and appropriate management information to meet the needs of OUSD
- ◆ Better contractual terms derived from the ability to choose consultants, contractors, and vendors and negotiate with them from a position of strength
- ◆ Ability to encourage vendors to increase their performance derived from better vendor activity information
- ◆ More productivity from other management staff as the contract management services will remove much of the basic monitoring activities

Preconstruction Support

During the early project planning, feasibility studies, and schematic designs, the Brailsford & Dunlavey Team will take point on ensuring that project development occurs with a consistent focus on the advancement of OUSD's established goals. In many ways, preconstruction is the most critical phase of project development, during which the owner and program managers may either establish the basis for project success or, by omission of or neglect to key issues, allow the seeds of failure to be sown. The Brailsford & Dunlavey Team will commit, during this period, to orchestrate the integration of stakeholder input, political risk assessment, design inspiration, constructability, contract set up, project team assembly, as well as schedule and cost management to ensure a blueprint for success.



ROUTING FORM

Project Information

Project Name Facilities Planning and Management

Site 918

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment
Checklist

- ☐ Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000
- ☐ Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Brailsford & Dunlavey	Agency's Contact	Chris Dunlavey
OUSD Vendor ID #	New Vendor	Vendor Title:	Program Management
Address	1140 Connecticut Ave, NW Suite 400 Washington, DC 20036	Telephone	(202) 289-4455
		Policy Expires:	
Contractor History	Previously been an OUSD contractor?	<input type="checkbox"/> Yes	Worked as an OUSD employee? <input type="checkbox"/> Yes
OUSD Project #	00918		

Term

Date Work Will Begin	12/1/2016	Date Work Will End By	(not more than 5 years from start date)
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Compensation

Total Contract Amount		Total Contract Not To Exceed	\$1,927,000.00
Pay Rate Per Hour (if Hourly)		If Amendment, Changed Amount	
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object	Amount
9450	Fund 21, Measure J	9189905809	5825	\$1,927,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Department of Facilities Planning and Management				
	Signature	Date Approved	11/17/16		
	General Counsel, Department of Facilities Planning and Management				
2.	Signature	Date Approved	11.14.16		
	Deputy Chief, Department of Facilities Planning and Management				
3.	Signature	Date Approved			
	Senior Business Officer, Board of Education				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			