

Board Office Use: Legislative File Info.	
File ID Number	16- 2763
Introduction Date	1-11-2017
Enactment Number	17-0062
Enactment Date	1-11-17



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 Officer *vet*
Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date January 11, 2017

Subject Independent Consultant Agreement - Davillier-Sloan, Inc. - Division of Facilities Planning and Management Project

Action Requested Approval by the Board of Education of Independent Consultant Agreement between District and Davillier-Sloan, Inc., Oakland, CA, for the latter to provide Professional services for Project Labor Agreement Administration, 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 January 12, 2017 and concluding no later than December 31, 2017, in an amount not to exceed \$180,000.00.

Discussion Project Labor Agreement will provide data collection, analysis and management, compliance monitoring and enforcement, labor relations activities and meeting.

LBP (Local Business Participation Percentage) 100.00%

Procurement Method RFP/RFQ Process

Recommendation Approval by the Board of Education of Independent Consultant Agreement between District and Davillier-Sloan, Inc., Oakland, CA, for the latter to provide Professional services for Project Labor Agreement Administration, 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 January 12, 2017 and concluding no later than December 31, 2017, in an amount not to exceed \$180,000.00.

Fiscal Impact Fund 21, Measure J

Attachments

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

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

Legislative File ID No. 16-2763

Department: Facilities Planning and Management

Vendor Name: Davillier-Sloan

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

Contract Term: Intended Start: 1/12/2017 Intended End: 12/31/2017

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$180,000.00

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?

This vendor was selected per a Formal - Advertised RFP/Awarded to entity following OUSD competitive solicitation process

Summarize the services this Vendor will be providing.

Professional Services for Project Labor Agreement Administration

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

If No, please answer the following:

1) How did you determine the price is competitive?

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**

INDEPENDENT CONSULTANT
Greater Than \$87,700

This Independent Contractor Agreement ("Agreement" or "Contract") is made as of the 5th day of December in the year 2016, between the **Oakland Unified School District** ("District") and **Davillier-Sloan, Inc.** ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

WHEREAS, absent an exception or exclusion, competitive solicitation is required when contracting for Goods and Services in excess of the State bid limit, adjusted annually for inflation;

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

The scope of the project is to provide Professional services for Project Labor Agreement Administration of the Division of Facilities Planning and Management.

2. **Term.** Consultant shall commence providing Services under this Agreement on January 12, 2017, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on December 31, 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.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement	<u> X </u>	W-9 Form
<u> X </u>	Insurance Certificates & Endorsements	<u> X </u>	Workers' Compensation Certificate
<u> N/A </u>	Bonds (as requested by District)	<u> X </u>	Debarment Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification	<u> </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "B,"** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed One hundred eighty thousand dollars and no cents (\$180,000.00)** ("Contract Price"). District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work. Expenses will not be charged on this Work above the maximum not-to-exceed amount of the Contract Price. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.
6. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program:** Consultant shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.
8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
9. **Standard of Care.**
 - 9.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 9.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 9.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 9.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
10. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

12. Termination.

12.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. Without Cause by Consultant. Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

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

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

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

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

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

13. Indemnification. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, 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, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

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

Services the following insurance with minimum limits equal to the amount indicated below.

- 14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)
- 14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 14.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Labor Code Requirements.** Consultant and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Consultant and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Consultant and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.
18. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
19. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
20. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
22. **Fingerprinting of Employees.** The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California

Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

23. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

24. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

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

26. Disputes: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.

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

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

Oakland Unified School District
955 High Street

Consultant
Davillier-Sloan, Inc.

Oakland, CA 94601
Tel: 510-535-7038; Fax: 510-535-7082
ATTN: Joe Dominguez

1630112TH Street
Oakland, CA 94607
Tel: 510-835-7603
ATTN: Jake Sloan

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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>



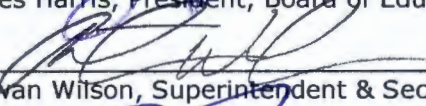
Susie Butler-Berkley
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education

1-11-17
Date

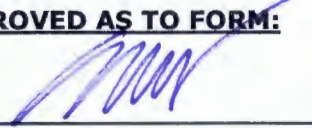

Antwan Wilson, Superintendent & Secretary, Board of Education

1-11-17
Date


Joe Dominguez, Deputy Chief, Facilities Planning and Management

Date

APPROVED AS TO FORM:



OUSD Facilities Legal Counsel

12-19-16
Date

CONSULTANT

 Joe Sloan for Davillier-Sloan, Inc

12/6/16

File ID Number: 16-2763
Introduction Date: 1-11-17
Enactment Number: 17-0062
Enactment Date: 1-11-17
By: 

Date

Information regarding Consultant:

Consultant: Daniel Sloan, Inc.

License No.: N/A

Address: 1630 12th St.

Oakland, CA 94607

Telephone: (510) 385-1242

Facsimile: (510) 835-7613

E-Mail: jake.sloan@edl.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: California

☐ Limited Liability Company

☐ Other: _____

94-3206493

Employer Identification and/or
Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date:

Proper Name of Consultant:

Signature:

Print Name:

Title:

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

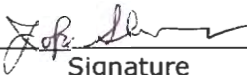
N/A

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

I am aware of and hereby certify that neither Davillier-Sloan, Inc. [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 6th day of December 2016 for the purposes of submission of this Agreement.

By: 
Signature

Jake Sloan
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: Jake Sloan

Title: President

☒ 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: 12/6/16

Proper Name of Consultant: Daviller-Sloan, Inc.

Signature: 

Print Name: Jake Sloan

Title: President

EXHIBIT "A"
Scope of Services

Consultant shall perform the following Services:

[INCLUDE/ATTACH A DETAILED SCOPE OF WORK (DO NOT INCLUDE ANY TERMS FROM CONTRACTOR'S PROPOSAL)]

EXHIBIT A

LABOR COMPLIANCE PROPOSAL 2016

DATA COLLECTION, ANALYSIS AND MANAGEMENT

- 1) Consultant will collect, review and enter into its reporting system all hours worked on PLA covered projects to generate the local hiring reports with the highest level of accuracy, utilizing data gathered from certified payrolls and using the proprietary District's web-based system.
- 2) Consultant will request from contractors additional documentation and information as needed or requested for local hire.
- 3) Consultant will periodically update its reporting system with subcontractor lists, contractor information and other information.
- 4) Consultant will collect Letters of Assent and update its database as they are collected before work commences on all projects covered by the PLA and ensure that copies of all Letters of Assent are forwarded to the Building & Construction Trades Council for their records and use at Pre-Job meetings.

COMPLIANCE MONITORING AND ENFORCEMENT

- 1) Consultant has developed a Pre-Bid PLA Contractor and Union Information PLA Packet, which incorporates all of the important points of the PLA. The packets will be made available to contractors and union representatives at pre-bid, pre-job and pre-construction meetings.
- 2) Once project activity has commenced, Consultant will review the Project Summary Reports produced by the Consultant's reporting system on a weekly and monthly basis to identify any potential non-compliance.
- 3) When a contractor is found to be in apparent noncompliance, Consultant will implement corrective action plans. When a contractor is found to be in apparent non-compliance, both the contractor and the Joint Administrative Committee (JAC) will be notified. At the direction of the JAC, Consultant will negotiate a compliance plan with the contractor. Consultant will monitor compliance and make monthly or as-needed reports to the JAC.
- 4) Consultant will advise the district to withhold progress payment as necessary for non-compliant contractors.
- 5) Consultant will provide coordination between PLA stakeholders, including the Joint Administration Committee, Joint Administration Sub-Subcommittee, and the PLA Trust Fund.
- 6) Consultant will work with participating contractors involved in project work who may be having problems in securing local residents. In this regard, the Consultant will coordinate with the relevant craft union and apprenticeship program to secure the worker dispatches.
- 7) Consultant will make participating contractors aware of the availability of Community Based Organizations (CBOs) that are involved in pre-apprenticeship training and the provision of supportive services as potential hiring resources. This information will be provided to contractors as part of the information packets available at pre-bid, pre-job and pre-construction meetings. As available, the Consultant will work closely with the unions and the school district

construction academies and related programs to make staff and students aware of opportunities and requirement of careers in construction. Meetings will be held on an as needed basis, usually during periods of new apprenticeship training opportunities.

LABOR RELATIONS ACTIVITIES

1) Consultant will coordinate with the Building and Construction Trades Council for scheduling Pre-Job meetings prior to the initiation of project activity. The Pre-Job meetings will serve as a primary vehicle for acquainting contractors with the provisions of the PLA. At the meeting work jurisdictional claims will be made by the appropriate craft.

2) Consultant will work with the various unions and contractors to process any grievances through the PLA's established and standardized alternative dispute resolution procedures as identified in Article 11.

3) Consultant will work with the various unions to ensure the dispatch of skilled workers needed to ensure sound and on time construction of District projects.

Page 3

4) Consultant will work closely with non-union contractors working under the PLA to ensure that those contractors will be able to use both their "core" employees and to integrate skilled union members into their work crews.

5) Consultant will provide routine information exchanges with PLA and potential PLA contractors and confer with contractors regarding any ongoing labor relations issues.

6) Consultant will provide to the District PLA information relevant to jobsite observations and provide answers to questions arising on the jobsite regarding the PLA.

7) Consultant will maintain open and regular communications with signatory unions, their representatives, general presidents and regional representatives, as applicable, as well as related attorneys, permanent arbitrators, and the District.

8) Consultant will assist contractors with specific needs and issues, e.g. manpower availability, jurisdictional assignments, disputes, referral questions, drug testing disputes, with assistance and coordination with any applicable District consultants.

9) Consultant will continuously monitor craft availability and skill levels for forecasting capacity for satisfying PLA local hiring goals, especially those that apply to apprenticeship utilization. Consultant will maintain regular contact with apprenticeship coordinators to identify availability and opportunities for local residents. Consultant will advise the District on craft apprenticeship programs, apprentice levels, training progress and access of local community members to the program.

MEETINGS

1) Consultant will organize, chair and record regular PLA team progress meetings each month or as-needed. The Consultant will establish the agenda for the meetings take and distribute meeting minutes.

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MEETINGS

1) Consultant will organize, chair and record regular PLA team progress meetings each month or as-needed. The Consultant will establish the agenda for the meetings take and distribute meeting minutes.

- 2) Consultant will organize the Joint Administration Committee meetings each month or as needed. The consultant will set the meeting agenda, take and distribute meeting minutes.
- 3) Consultant will attend and co-chair meetings of the PLA Joint Administration Sub-Committee meetings on a quarterly or as-needed basis. Consultant will set the meeting agenda, take and distribute meeting minutes.
- 4) Consultant will attend weekly District Project Manager meetings as needed or directed.
- 5) Consultant will attend pre-bid and pre-construction meetings and describe PLA requirements, as necessary.

TRUST FUND

- 1) Consultant will manage relations with the established Foundation for administration and monitoring of the fund and report status of Fund at the PLA progress team meetings or as requested.
- 2) Consultant will coordinate, schedule, co-chair and record the meetings and provide written minutes to the District.
- 3) Consultant will prepare and issue Requests for Proposals as needed or directed.
- 4) Consultant will track potential and real funding levels and prepare quarterly report on status of contractors' contributions.

SITE VISITS

The Consultant will conduct as needed site visits to confer with contractor's field staff to review matters pertaining to meeting local hiring goals. The Consultant will provide the following:

- 1) Consultant will conduct random/as-requested site visits to District projects covered by the PLA in order to compare site visit reports with what is being reported in certified payrolls. Random site visits are to be conducted to verify certified payrolls. At least one PLA project shall be visited every two weeks. Each project will be visited at least once during the life of the project. Coordinate site visits with Project Manager.
- 2) Consultant will prepare written reports of site visits and provide a copy of the said report to the District within a week of the site visit.

PRE-AWARD & POST AWARD ACTIVITIES

- 1) Consultant will note and record the bid advertisement date, which determines the prevailing wage determination that will cover the project.
- 2) Consultant will attend Pre-Bid Meetings to explain the local hire and apprenticeship requirements to contractors in attendance.
- 3) When bids are received, the District, contract Administrator staff will submit a copy to the Consultant. The bid documents, especially the listing of subcontractors, will become the basis for the establishment of preliminary project filing system.

4) Consultant will attend Pre-Construction Meetings to give the contractors details of all reporting, local hire and apprenticeship requirements.

5) Consultant will maintain up-to-date records of all activities under this Agreement and will make those records available within 48 hours upon request by the District.

6) With needed data input from District staff, Consultant will track PLA exclusions and assist the District in determining eligibility for PLA exclusion.

7) Consultant will store all related files at the offices of the Consultant for a period of three years after each project completion. Consultant will notify District of intention to destroy files.

8) Consultant will store Page 5

REPORTING

1) Consultant will provide a Weekly activity Report to Facilities Director for specific activities to be performed.

2) Consultant will prepare monthly reports and (as requested) special reports on local hiring, and related issues to the District, PLA progress team and Joint Administration Committee including, but not limited to, meeting minutes, monthly local hire goals tracking report, quarterly noncompliance local hire report, quarterly report on status of Contractors' Trust Fund contributions, Site Visit reports.

3) Consultant will provide any other information or communications on progress under the PLA to the District as well as all reports to be reviewed and confirmed to complete all District requirements of the PLA.

4) Consultant will submit contractor and subcontractor non-compliance reports monthly to the District's designated staff member detailing which subcontractors are in non-compliance or compliance with the program.

5) With data from the District, Consultant will record and track PLA exclusions and assist the District in determining eligibility for PLA exclusions.

6) Consultant will be available to present and report PLA operational progress at Board of Education meetings, as requested.

7) Consultant will assist in the development of annual or as needed reports to the Board of Education.

TRAINING PROGRAM

1) The Consultant is prepared to provide assistance in developing Pre-Apprenticeship training Programs.

**Oakland Unified School District
Department of Facilities Planning and Management
955 High Street Oakland CA 94601**

**REQUEST FOR PROPOSAL
Labor Compliance Consultant**

October 27, 2016 (Issued/Advertised)

Oakland Unified School District ("District") is requesting proposals for Labor Compliance Consultant ("Request for Proposal") from firms interested in providing professional services for Labor Compliance Consultant to administer the District's Project Labor Agreement for the District for some or all of the following:

- Work Assignments and Jurisdictional Disputes
- Pre-Job Conferences
- Management Rights
- Work rules
- Joint Administrative Committee
- Grievance Procedure
- Local Hiring
- Apprentices

The Oakland Unified School District ("District") is requesting proposals for Labor Compliance Consultant services.

Interested firms are invited to submit Proposals as described below, with one (1) original, five (5) copies and a PDF version on a flash drive of requested materials to:

**Oakland Unified School District
Tadashi Nakadegawa, Director
Department of Facilities Planning and Management
Oakland Unified School District
955 High Street, Oakland, CA 94601**

All Proposals must be received on or before November 10, 2016, no later than 4:00 p.m.

All questions regarding this RFP and requests for clarification must also be submitted via email by November 3, 2016 to Tadashi Nakadegawa (tadashi.nakadegawa@ousd.org) with copies to David Colbert (david.colbert2@ousd.org) and Maxine Jasper (maxine.jasper@ousd.org).

BACKGROUND:

The District educates approximately 37,000 students at eighty-seven (87) school sites located in the City of Oakland. Voters within the District have overwhelmingly supported the modernization and reconstruction of the District's schools. The District is currently engaged in completion of the capital program as a part of the Measure J Bond ("Measure J Program") passed in November 2012 in the amount of \$475 million and has ongoing need

for assistance with Labor Compliance on the renovation/reconstruction of its elementary and secondary schools.

The District is seeking proposals in response to this Request for Proposal ("RFP") from entities who will provide a Consultant to render assistance to the district by monitoring compliance with the Project Labor Agreement ("PLA"). The district will choose the entity that meets the objectives of the solicitation and can provide the greatest overall benefit to the district, based upon the information presented in the proposals.

The current Project Labor Agreement can be found at OUSD's current homepage: ousd.org > District Services > Facilities Planning & Management Department > Developers > Bids & Requests for Proposals > 2016-PLA Project Labor Agreement for the Oakland Unified School District

LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM

On January 29, 2014, OUSD adopted a resolution amending the 2008 Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE) and increasing the mandatory local participation requirement from twenty (20%) to fifty (50%) percent for all capital program/construction related contracts and professional services agreements. As with all OUSD projects, companies must be certified by the City of Oakland in order to earn credit toward meeting the participation requirement.

The basic Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation.

The full version of OUSD's latest Local, Small Local and Small Local Resident Business Enterprise Program can be found by going to the OUSD home page: ousd.org > District Services > Facilities Planning & Management Department > Bids and Requests for Proposals > Bidding Information > 2014 Amendment to Local Business Participation Policy

Submit a detailed description of the team's L/SL/SLRBE composition clearly indicating the name of the firms and percentages of participation on the following form ("Local Business Participation Worksheet").

LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime Consultant:

RFP: Labor Compliance Consultant

Date:

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBB %	SLBR %	City of Oakland Certification Number
Prime Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
TOTAL PARTICIPATION					

Approval – LBU Compliance Officer

GENERAL STATEMENT OF WORK:

The selected consultant will provide a Project Labor Agreement ("Consultant") who will report to the district through its Facilities Director ("FD") for guidance and direction, and render assistance to the district and FD by monitoring compliance with the PLA. The Consultant will coordinate the PLA for the program. The Consultant shall focus on three core responsibilities: (1) managing labor relations; (2) coordinating the PLA's innovative workforce development and employment programs; and (3) monitoring and reporting on the efficacy of the PLA.

The Coordinator shall maintain and account for the hours devoted to the administration of the PLA, must provide a Weekly Activity Report which shall be submitted to the FD, and assist the FD in preparing a semiannual report to the district's Governing Board on the status of the PLA.

The core responsibility in this area will be to provide professional PLA administration services regarding the management of labor relations, as follows:

1. Provide support to the district as requested by the district and/or FD to administer the PLA and to assist with PLA contract interpretations and notices.
2. Assist the district in establishing policies and procedures for the PLA.
3. Serve as the principal liaison on behalf of the district to the Building Trades Council and its affiliated unions.
4. Ensure that the terms of the PLA are consistently applied.
5. Ensure the immediate resolution of all labor disputes and grievances through coordination with the Building Trades Council and appropriate grievance and arbitration procedures in order to ensure that the rehabilitation and construction work is completed on time.
6. Manage all disputes and grievances, including those during pre-job meetings, through Joint Administrative Committees, or formal grievance resolution procedures.
7. Coordinate, schedule, and attend meetings between the district and the signatory unions, including pre-construction conferences to discuss craft jurisdictions and the dispatch of workers.
8. Provide interim bulletins advising of scheduled pre-construction meetings and agendas for PLA items for pre-bid, pre-construction, and other meetings.
9. Coordinate with contractors and subcontractors to facilitate the timely payment to appropriate trust funds as required under the Letter of Assent (LOA) and work with unions and contractors to expeditiously resolve all disputes regarding payments to trust funds.
10. Liaise with the district and contractors as necessary regarding compliance with the terms of the PLA.
11. Facilitate community outreach efforts as directed to assist contractors in goals of the PLA.
12. Collect the Letter of Assent (LOA) from all contractors and subcontractors performing work on the projects.
13. Advise the district to withhold payments as necessary.

14. Represent the district at all pre-job meetings for all PLA projects in order to ensure that contractors, subcontractors, the Building Trades and their affiliated unions understand the covered project work.
15. Attend meetings with district as needed to provide updates on project work, including the compliance with PLA hiring requirements, trust fund payments, and the status of any labor issues; schedule, chair and record minutes of all meetings scheduled to address issues related to the PLA hiring objectives.
16. Visit district construction sites to monitor compliance of PLA by both contractors and unions, maintain files and electronic databases related to the PLA.
17. Prepare appraisals of future manpower required on the Projects throughout the PLA region and disseminate that projection to unions.
18. Prepare periodic status updates on the Agreement with regard to the PLA projects, including a description of any obstacles or barriers faced and lessons learned throughout the process.

Schedule of Activities:

Listed below is the "Schedule of Activities" which outlines pertinent dates of which firms responding to this solicitation should make themselves aware.

DATE	ACTIVITY
October 27, 2016	Labor Compliance Consultant RFP Advertised
November 3, 2016	Written requests for Interpretation, Correction or Modification are due.
November 10, 2016	District will respond to requests for clarification.
November 17, 2016	Proposals Due by 4:00 p.m.
December 1, 2016	Selection of Consultant(s) scheduled to be made, formal recommendation to be submitted to the board.
January 25, 2017	Board Meeting – Tentative approval of contracts
January 26, 2017	Tentative Notice to Proceed issued to consultants

DURATION OF CONTRACT AND APPROXIMATE VALUE OF WORK

Anticipate having an annual contract in conjunction with the district's fiscal year with the possibility for renewal for the next three to five years. Anticipate a construction value of \$80 million per year.

A sample of the contract can be found at OUSD's current homepage: ousd.org > District Services > Facilities Planning & Management Department > Developers > Bids & Requests for Proposals > Independent Consultant Agreement

REQUEST FOR PROPOSAL

1. General Information / Instructions - Proposal

- 1.1. The District is inviting submittal of Request for Proposal ("RFP") for the PROJECT which shall require coordination, administration, consulting and advice, and related services.
- 1.2. The District seeks to identify a team with a record of excellence in as a labor compliance consultant.
- 1.3. The Proposal must contain all requested information about the firm and must be on no larger than 8 1/2 x 11 paper and no more than fifteen (15) printed pages in length. Proposal should be complete and prepared to provide an insightful, straightforward, and concise overview of the capabilities of firm.

2. Content – Proposal

- 2.1. **Letter of Interest** - A dated Letter of Interest must be submitted, including the legal name of the firm(s), address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the firm. The Letter of Interest should provide a brief statement of firm's experience indicating the unique background and qualities of the firm, its personnel, and its sub-consultants, and what will make the firm a good fit for work in the District.
- 2.2. **Table of Contents** - A table of contents of the material contained in the Proposal should follow the letter of interest.
- 2.3. **Executive Summary** - The executive summary should contain an outline of firm's approach, along with a brief summary of firm's qualifications.
- 2.4. **Narrative** - Provide a comprehensive narrative of the services offered by firm. The narrative should include the following:
- 2.5. **Firm Information**
 - 2.5.1. Provide a brief history of firm, team firms, and, if a joint venture, of each participating firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
 - 2.5.2. Describe firm's philosophy and how it will work with Building and Construction Trades Council, contractors, local business utilization consultant and district staff to ensure objectives in the Project Labor Agreement are met.
 - 2.5.3. Provide resumes of proposed team.

2.5.4. Identify all K-12 clients in the past five (5) years. Please include the following information for each client:

- 2.5.4.1.** Name of project and district,
- 2.5.4.2.** Scope of projects, description of services provided,
- 2.5.4.3.** Contact person, email address and telephone number at district,
- 2.5.4.4.** Contact person, email address and telephone number of prime contractor(s),
- 2.5.4.5.** Firm person in charge of each project,
- 2.5.4.6.** Dollar value of each project,
- 2.5.4.7.** All litigation arising from the project, if any. State the issues in the litigation, the status of litigation, names of parties, and outcome.

2.6. Additional Data - Provide additional information as an Appendix, which will not be counted against the fifteen (15) page limit, about the firm as it may relate to the Request for Proposal. Include letters of reference or testimonials. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding firm's qualifications and expertise.

2.7. Professional Fees - Provide a current fee schedule for the types of service that firm offers. If referencing basic services costs, include typical staffing expectations, professional fee schedules and hourly rates, and variations that the District could expect for specific Projects, if applicable. Please include a separate cost for Joint Administration Committee services. This may include a dedicated staff member or the ability to support the district through this process.

2.8. Indemnification Provision

To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Consultant shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), , or willful misconduct of Consultant, its directors, officials, officers, employees, contractors, subcontractors, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Consultant's liability as to the active or sole negligence or willful misconduct of the District.

Provide a statement in the Proposal that the Indemnification Provision was read, reviewed and the firm has no objection to the conditions of the provision.

3. District's Evaluation / Selection Process –Proposal

- 3.1.** The District may, at its discretion, interview some or all of those firms submitting a Proposal. One or more of those firms may then be selected and recommended to the governing board of the District for approval and inclusion in the District's pool of qualified Consultant firms.
- 3.2. District Investigations -** The District may check references, and may perform investigations of firm that extend beyond the information in the proposals. The District may conduct interviews of firms. Any firm(s) selected for interviews must make available for interview the key personnel it intends to assign to the District's Project(s).
- 3.3.** Submittals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing respondents prior to and during the review, evaluation and negotiation processes. However, to the extent that the submittals are public records under California law, the submittals may be released to the public if requested by members of the public.
- 3.4.** Submittals will be reviewed for responsiveness and evaluated pursuant to established objective criteria, with particular attention to, without limitation, each respondent's qualifications, demonstrated competence in like construction, and the Firm's ability to integrate its personnel with the District's staff and consultants.
- 3.5.** After the submittals are evaluated and/or ranked, the District, at its sole discretion, may elect to interview the top Firm(s). The District may elect to interview one or more Firms. Adequate time will be allowed for presentation of qualifications followed by questions and answers.
- 3.6.** If a commitment is made, it will be to the most qualified respondent with whom the District is able to successfully negotiate the terms and conditions of the required agreement documents.
- 3.7.** The selection committee will recommend the most qualified Firm to the District's Board and will issue a letter of intent to commence negotiations of services to the most qualified Firm.
- 3.8.** If the District is unable to successfully negotiate a satisfactory agreement with terms and conditions the District determines to be fair and reasonable, the District may then commence negotiations with the second most qualified Firm in sequence until an agreement is reached or determination is made to reject all submittals.

4. Final Determination And Award

This RFP is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFP. The District reserves the right to contract with any entity responding to this RFP, to reject any proposal as non-responsive, and not to contract with any firm for the services described herein. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District reserves the right to reject any or all submissions, to request further information, to negotiate with any firm, to extend the submission deadline, or to amend

or cancel in part or in its entirety this RFP. This RFP does not commit the District to award a contract or to reimburse any firm for costs incurred in submitting a proposal. All materials submitted in response to this RFP shall become the property of the District and shall be considered a part of public record.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/22/2016
PRODUCER (408) 224-4650 Bill Corley Insurance Agency PO Box 430 Vista CA 92085-		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Davillier-Sloan, Inc. 1630-12TH Street Oakland CA 94612-		
		INSURERS AFFORDING COVERAGE
		NAIC #
		INSURER A: LLOYDS LONDON
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		/ /	/ /	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional Liability	MPL 1026644.16	04/23/2016	04/23/2017	Limit 2,000,000 Aggregate 2,000,000 Deductible 2,000

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

Consultants

Coverage subject to terms and conditions of the policy

CERTIFICATE HOLDER

() - () -

San Francisco Bay Area Rapid Transit District
PO Box 12688
Oakland CA 94604-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **010** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Bill Corley

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/07/2016
PRODUCER (408) 224-4650 NETWORK ONE INSURANCE & FINANCIAL SERVICES, INC PO Box 430		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
Vista CA 92085-		
INSURED Davillier-Sloan, Inc. 1630-12th Street Oakland CA 94612-		INSURERS AFFORDING COVERAGE INSURER A: HARTFORD INSURANCE INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGES

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

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57 SBA EN6587	07/25/2016	07/25/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57 SBA EN6587	07/25/2016	07/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

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

Consultants - The following are named additional insured per endorsement pages attached: Oakland Unified School District, its directors, officers, employees, agents and representatives.
 Coverage subject to terms and conditions of the policy
 *except 10 days if non-payment cancellation

CERTIFICATE HOLDER

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

CANCELLATION

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

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. — Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. — Coverages.

BUSINESS LIABILITY COVERAGE FORM

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

BUSINESS LIABILITY COVERAGE FORM

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

BUSINESS LIABILITY COVERAGE FORM

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.



FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Division of Facilities Planning and Management	Site	918
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Basic Directions

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

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

Contractor Name	Davillier-Sloan, Inc.	Agency's Contact	Jake Sloan				
OUSD Vendor ID #	V043703	Title	Project Manager				
Street Address	1630-12 th Street	City	Oakland	State	CA	Zip	94607
Telephone	510-835-7603	Policy Expires	4-23-2017				
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	NA						

Term

Date Work Will Begin	1/12/2017	Date Work Will End By (not more than 5 years from start date)	12-31-2017
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Compensation

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

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9450	Fund 21, Measure J	9189905806	5825	\$180,000.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Department of Facilities Planning and Management				
	Signature	Date Approved	12/12/16		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	12.19.16		
3.	Deputy Chief, Department of Facilities Planning and Management				
	Signature	Date Approved			
4.	Senior Business Officer, Board of Education				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			