

Board Office Use: Legislative File Info.	
File ID Number	23-1343
Introduction Date	6/21/2023
Enactment Number	23-1234
Enactment Date	6/21/2023 er



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Lisa Grant-Dawson, Chief Business Officer, Facilities Planning and Management

Board Meeting Date June 21, 2023

Subject Amendment No. 1 Measure Y Program Management Services Agreement – Brailsford & Dunlavey - Program Management Facilities Planning & Management Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1 to the Measure Y Program Management Services Agreement by and between the **District** and **Brailsford & Dunlavey**, Washington, DC, for the latter to provide additional program management services for the **Program Management Facilities Planning and Management Project**, in an additional amount of **\$8,814,050.00** increasing the total not-to-exceed contract price from **\$6,274,154.00** to **\$15,088,204.00**, extending the expiration of the Agreement from **June 30, 2023** to **June 30, 2025** (an additional 731 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Agreement.

Discussion This Amendment is for additional program management services and seven hundred thirty-one (731) calendar day’s extension to the term date.

LBP (Local Business Participation Percentage) 54.0%

Recommendation Approval by the Board of Education of Amendment No. 1 to the Measure Y Program Management Services Agreement by and between the **District** and **Brailsford & Dunlavey**, Washington, DC, for the latter to provide additional program management services for the **Program Management Facilities Planning and Management Project**, in an additional amount of **\$8,814,050.00** increasing the total not-to-exceed contract price from **\$6,274,154.00** to **\$15,088,204.00**, extending the expiration of the Agreement from **June 30, 2023** to **June 30, 2025** (an additional 731 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Agreement.

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

- Amendment No. 1, including Exhibits
- Certificate of Insurance
- Routing Form
- File Id 21-0195

AMENDMENT NO. 1

MEASURE Y PROGRAM MANAGEMENT SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Brailsford & Dunlavey**. OUSD entered into an agreement with CONTRACTOR for services on **April 14, 2021** (“Agreement”), and the parties agree to amend the Agreement for the Services with **Program Management Facilities Planning & Management Project** as follows and as set forth in Exhibit A:

1. Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
If term is changed: The contract term is extended by an additional <u>Seven Hundred Thirty-One days (731)</u> , and the amended expiration date is <u>June 30, 2025</u> . The current date is June 30, 2023 .		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
If the compensation is changed: The not to exceed contract price is		
<input checked="" type="checkbox"/> Increased by: <u>Eight Million Eight Hundred Fourteen Thousand Fifty dollars No/100 (\$8,814,050.00)</u> , with not-to-exceed amount of \$12,000.00 for reimbursable expenses, based on the February 17, 2023, proposal attached as part of Exhibit A. For July 1, 2023 through June 30, 2024, the total not-to-exceed amount is \$4,460,991, which includes \$6,000 for reimbursable expenses. For July 1, 2024 through June 30, 2025, the total not-to-exceed amount is \$4,353,059, which includes \$6,000 for reimbursable expenses. CONTRACTOR may not increase its proposal’s rates over the course of this amendment.		
<input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).		
<p>Prior to this amendment, the not-to-exceed total contract price was <u>Six Million Two Hundred Seventy-Four Thousand One Hundred Fifty-Four dollars No/100 (\$6,274,154.00)</u>, and after this amendment, the not-to-exceed total contract price will be <u>Fifteen Million Eighty-Eight Thousand Two Hundred Four dollars No/100 (\$15,088,204.00)</u>.</p>		

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:


No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Contract No.


P.O. No.

OAKLAND UNIFIED SCHOOL DISTRICT



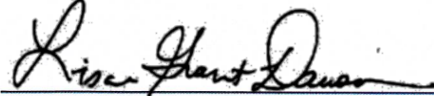
Mike Hutchinson, President
Board of Education

6/22/2023
Date



Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education

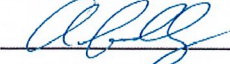
6/22/2023
Date



Lisa Grant-Dawson, Chief Business Officer
Facilities Planning and Management

6/6/2023
Date

Approval as to form:



Arne Sandberg (name)
General Counsel, Facilities, Planning and Management

6/6/23
Date

CONTRACTOR



Contractor Signature Date

May 18, 2023

Christopher S. Dunlavey, FAIA, President
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Brailsford & Dunlavey

- 1. Detailed Description of Services to be provided: No change to scope of work. Amendment for a price increase based on continued programing services and a time extension, as described in the attached Proposal dated February 17, 2023.
- 2. Specific Outcomes:
- 3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district



February 17, 2023

Tadashi Nakadegawa
Deputy Chief
Facilities Planning and Management
955 High Street
Oakland, CA 94601

RE: Oakland Unified School District
Measure Y Program Management Services – Option Year Renewal
Period of Performance – June 30, 2023 to June 30, 2025

Deputy Chief Nakadegawa,

The Brailsford & Dunlavey (“B&D Team”) is pleased to submit this option year renewal proposal to Oakland Unified School District – Facilities Planning and Management (“OUSD Facilities” or “the District”) in accordance with our agreement to provide program management services dated April 15, 2021, in which our initial base scope of services expires on June 30, 2023.

Background and Purpose

OUSD’s Facilities formally solicited the services for a program management firm to assist and support the planning, internal and external stakeholder coordination, program management, and supervision of the department’s construction management firms.

Historical Frequently Asked Questions (“FAQ”) – Program Management Services

1. *Why is there a need for a Program Manager?* The Program Manager will build internal capacity within the OUSD Facilities Department, helping the District to employ industry best practices to ensure compliance with budget, schedule, quality, and ensure process transparency, throughout each project’s life cycle.
2. *What are the scope of services that are to be provided by the Program Manager?* The scope of services to be provided by the Program Manager is summarized as follows:
 - a. Support District master planning, as well as planning associated with the District’s Measure Y Bond List,



- b. Work in collaboration with District staff on the development of program schedules, budgets, and reports. Support procurement and communications efforts for all capital program projects; report to the District on program and individual project status;
 - c. Coordinate all work with the District's Project, and Construction Managers from pre-construction through construction and post-construction activities;
 - d. Provide recommendations on the program procedures and operation manuals, support the development of roles & responsibilities, communications and stakeholder engagement protocols, etc.
 - e. Advise on financial spending drawdown plans and project delivery methods to encourage highest and best use of Bond Funds
 - f. Oversee and advise on all projects in design & construction to control schedule and budget.
 - g. Provide staff augmentation for community outreach and community communication with small local business.
 - h. Provide Design reviews to improve quality assurance and quality control of design documents.
3. *Can you describe the role of each company in this contract:* Brailsford & Dunlavey, Colland Jang (SLBE), Dabri (SLBE), Lowe and Associates, Dennis Owen and Saylor (LBE). B&D has the primary role of helping to define the Measure Y program, assisting District staff with preparation of all planning and presentation materials, monitoring program activities to ensure scheduled progress, and ensuring that proper resources are provided in a timely manner to support an efficient capital building program. Colland Jang will provide management of all professional services procurement, detailed and project-specific programming and analyses and procurement support, Dabri will be focused on the development, updating, and reconciling the master program schedule, and Saylor will be primarily focused on cost estimating and cost controls. Lowe and Associates will provide additional staff and expertise in community outreach and communication. Dennis Owen will provide requested design reviews of design documents.
4. *Why was Brailsford & Dunlavey selected?* Initially Kitchell / Sixth Dimensions was ranked as the number one respondent, however they were unable to meet the District's LBU requirements. Brailsford & Dunlavey ("B&D") was ranked number two, is a minority (Black) owned full-service program management firm, with national and Bay area experience, and is listed annually among the Top 50 Program Management Firms nationally, as ranked by Engineering News-Record Magazine. B&D has provided advisory and program management services for over 28 years, worked on 100+ owner's representative projects, serviced over +50 clients in California, and implemented over +\$40B in capital projects. Link provided to B&D's website - <https://www.bdconnect.com/portfolio/>.



5. *What is the duration of this agreement?* The initial agreement is for a period of 2 years, with 3 one-year option renewals based on performance.

Accomplishments to Date:

Collectively the following activities have occurred to date:

- ✓ Successfully bid and initiated the construction phase of Claremont Multi-Purpose Building, Laurel Child Development Center, Castlemont Stadium and Football Field Replacement and Central Administration at Cole Campus;
- ✓ Initiated Pre-Construction phase Major Capital Projects, including: McClymond's High School Renovations, Roosevelt Middle School, Coliseum College Prep Academy, Melrose Leadership Academy and Garfield;
- ✓ Supported responding to the 2006 Measure B and 2012 Measure J Performance Audit dated June 30, 2021, by developing of tools and procedures to respond to audit findings.
 - OUSD Facilities Operations Manual: Facilitated the finalization and ongoing update of the Operations Manual: [LINK](#)
- ✓ Developed the Project Initiation Form;
- ✓ Made more efficient the relationship between procurement and accounting with the development of the Project Schedule Form to help align project staff with procurements and accounting;
- ✓ Development of the "Oakland Built" branding;
- ✓ Support the development of the new OUSD Facilities website - <https://www.ousd.org/facilities>;
- ✓ Procurement Support to review and award contract to architects, professional service vendors, and contractors since the start of the B&D contract.
- ✓ Leadership Support on the following projects - CCPA, Garfield, Laurel CDC, McClymond's, Melrose Leadership Academy, Roosevelt, Permanent Central Admin at Cole, District Wide Solar, District Wide Safety and Security, District Wide Play Structures, California Children Services permanent West Oakland location, and others;
- ✓ Approval of the Measure Y - \$200M District Initiatives Spending Plan comprised of specific small capital projects focused on; capital renewal projects, deferred maintenance projects – not funded by the 5 year deferred maintenance budget, health, safety, and security improvements, energy efficiency, resiliency, and sustainability improvements;
- ✓ Stakeholder Engagement;
 - Facilities Committee
 - Citizen Bond Oversight Committee
 - Project Advisory Committee meeting facilitation; and
- ✓ Led the collaboration on a roles & responsibilities matrix for OUSD staff and consultants.
- ✓ Successfully managed and projecting to fully spend Bond Issuance 1 ahead of schedule to maintain project progress.



Work Plan

1. Program and Project Leadership
 - a. Support and attend weekly leadership meetings, providing updates and advising.
 - b. Attendance and engagement in the bi-weekly project manager meetings.
 - c. Supports and attend weekly sustainability meetings with district selected vendors.
2. Planning Efforts
 - a. Continue to provide project design oversight on all ongoing and upcoming projects.
 - b. Continue work with the design team for Roosevelt Middle School, in which we previously managed the creation of the project definition for Roosevelt Middle School.
 - c. Continue worked with the design team for McClymond's High School, previously managed the creation of the project definition for McClymond's High School.
 - d. Prioritize and organize multi-departmental requests for district wide initiatives, presented to CBOC, Facilities Committee and to the Board for final approvals
 - e. Project sequencing for Measure Y Bond Program, and update regularly.
3. Budget Reconciliation
 - a. In collaboration with the project and construction manager reconcile the budget monthly to identify any potential cost or cashflow impacts, and employ cost management strategies to ensure compliance with the project budget.
4. Master Program Schedule
 - a. Reconcile and update the master program monthly.
5. Sustainability
 - a. Coordinate design and entitlements of twenty-six site photovoltaic panel installation projects.
 - b. Coordinate final approvals of district wide Cal Shape program to install water conservating fixtures.
 - c. Coordinate final approvals of district wide Cal Shape program for installation of CO2 sensors and utility grade audit of mechanical systems, which will include future preventive maintenance funding for existing mechanical units.
 - d. Coordinate approvals of battery back-up energy storage systems at three sites which will be largely funded by state.
6. Reporting
 - a. Monthly reports to be issued inclusive of project updates consisting of prior month activities, regulatory approvals, stakeholder engagement, budget and schedule updates, and any other pertinent project updates.
7. Stakeholder Engagement
 - a. Participated in Community Engagement meetings for Laurel CDC, Central Administration at Cole, Claremont MPB, MLA, CCPA, McClymond HS, Roosevelt MS.



BRAILSFORD & DUNLAVEY

INSPIRE. EMPOWER. ADVANCE.

Pricing

Our not-to-exceed price for these services is in the amount of \$8,814,050 this is inclusive of \$12,000 in reimbursable expenses. Our fee is for a period of performance from July 1, 2023 to June 30, 2025. See Exhibit – A Detailed Pricing Proposal.

We have and continue to enjoy our role with OUSD Facilities and are excited about the continuation of our collective efforts on the completion of Measure J and advancing Measure Y Bond Programs.

Should you have any questions, please feel free to contact me at wmangrum@bdconnect.com or 202.306.9445.

Sincerely,

Willard L. Mangrum

Willard L. Mangrum
Executive Vice President

cc: Mark Newton, Ty Taylor

Attachments: Exhibit A – Detailed Pricing Proposal

Exhibit A - Detailed Pricing Proposal

Oakland Unified School District
 Program Management Services
 Period of Performance

July 1, 2023 to June 30, 2024

Position	Individual	Firm	Hourly Rate	Hours / Year	Level of Effort	Hours	Subtotal	LBU Participation	SLB
Partner in Charge	Willard Mangrum	Brailsford & Dunlavey	\$230	2,080	10%	208	\$47,840		
Program Executive	Mark Newton	Brailsford & Dunlavey	\$220	2,080	20%	416	\$91,520		
Program Director	Tyler Taylor	Brailsford & Dunlavey	\$200	2,080	75%	1560	\$311,220		
Senior Program Manager	Ola Gbadamosi	Brailsford & Dunlavey	\$189	2,080	50%	1040	\$196,560		
Senior Program Manager	TBD	Brailsford & Dunlavey	\$189	2,080	100%	2080	\$393,120		
Senior Program Manager	Colland Jang	Colland Jang Architecture	\$189	2,080	100%	2080	\$393,120	\$393,120	\$393,120
Project Manager	Kyle Brewer	Brailsford & Dunlavey	\$184	2,080	100%	2080	\$382,200		
Project Manager	TBD	Dabri/ Saylor	\$184	2,080	100%	2080	\$382,200	\$382,200	
Communications Manager	Karen Summerville	Brailsford & Dunlavey	\$184	2,080	10%	208	\$38,220		
Communications Coordinator	Brittney Bennett	Brailsford & Dunlavey	\$147	2,080	25%	520	\$76,440		
Communications Coordinator	TBD	Lowe and Associates	\$147	2,080	100%	2080	\$305,760	\$305,760	\$305,760
Project Manager	TBD	Dabri & Associates	\$184	2,080	100%	2080	\$382,200	\$382,200	
Program Controls	Julian Glina	Brailsford & Dunlavey	\$147	2,080	100%	2080	\$305,760		
Program Sustainability Coordinator	Hannah Press	Brailsford & Dunlavey	\$147	2,080	100%	2080	\$305,760		
Program Scheduler	Bill Seaver / Doonique Kaur	Dabri & Associates	\$189	2,080	25%	520	\$98,280	\$98,280	
Program Estimator	Brad Saylor	Leyland Saylor & Associates	\$189	2,080	35%	728	\$137,592	\$137,592	
Program Assistant Estimator	Emiliano Vinuya	Colland Jang Architecture	\$147	2,080	100%	2080	\$305,760	\$305,760	\$305,760
Education Specifications	TBD	MKThink	\$147	2,080	75%	1560	\$203,159	\$203,159	
Constructability Reviews	Dennis Owen	Dennis Owen	\$189	2,080	25%	520	\$98,280	\$98,280	\$98,280
Reimbursable Expenses							\$6,000	\$2,306,351	\$1,102,920
Subtotal Program Services							\$4,460,991	52%	25%

Program Management Services
 Period of Performance

July 1, 2024 to June 30, 2025

Position	Individual	Firm	Hourly Rate	Hours / Year	Level of Effort	Hours	Subtotal	LBU Participation	SLB
Partner in Charge	Willard Mangrum	Brailsford & Dunlavey	\$239	2,080	10%	208	\$49,754		
Program Executive	Mark Newton	Brailsford & Dunlavey	\$229	2,080	10%	208	\$47,590		
Program Director	Tyler Taylor	Brailsford & Dunlavey	\$207	2,080	75%	1560	\$323,669		
Senior Program Manager	Ola Gbadamosi	Brailsford & Dunlavey	\$197	2,080	50%	1040	\$204,422		
Senior Program Manager	TBD	Brailsford & Dunlavey	\$197	2,080	100%	2080	\$408,845		
Senior Program Manager	Colland Jang	Colland Jang Architecture	\$197	2,080	100%	2080	\$408,845	\$408,845	\$408,845
Project Manager	Kyle Brewer	Brailsford & Dunlavey	\$191	2,080	100%	2080	\$397,488		
Project Manager	TBD	Dabri & Associates	\$191	2,080	100%	2080	\$397,488	\$397,488	
Communications Manager	Karen Summerville	Brailsford & Dunlavey	\$191	2,080	10%	208	\$39,749		
Communications Coordinator	Brittney Bennett	Brailsford & Dunlavey	\$153	2,080	10%	208	\$31,799		
Communications Coordinator	TBD	Lowe and Associates	\$153	2,080	100%	2080	\$317,990	\$317,990	\$317,990
Project Manager	TBD	Dabri & Associates	\$191	2,080	100%	2080	\$397,488	\$397,488	
Program Controls	Julian Glina	Brailsford & Dunlavey	\$153	2,080	100%	2080	\$317,990		
Program Sustainability Coordinator	Hannah Press	Brailsford & Dunlavey	\$153	2,080	100%	2080	\$317,990		
Program Scheduler	Bill Seaver / Doonique Kaur	Dabri & Associates	\$197	2,080	40%	832	\$163,538	\$163,538	
Program Estimator	Brad Saylor	Leyland Saylor & Associates	\$197	2,080	25%	520	\$102,211	\$102,211	
Program Assistant Estimator	Emiliano Vinuya	Colland Jang Architecture	\$153	2,080	100%	2080	\$317,990	\$317,990	\$317,990
Constructability Reviews	Dennis Owen	Dennis Owen	\$197	2,080	25%	520	\$102,211	\$102,211	\$102,211
Reimbursable Expenses							\$6,000	\$2,207,762	\$1,147,037
Subtotal Program Services							\$4,353,059	51%	26.35%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Ames & Gough, 8300 Greensboro Drive, Suite 980, McLean, VA 22102. CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Measure Y Program Management Services Agreement

Oakland Unified School District is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract.

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



POLICY DECLARATIONS

Named Insured and Mailing Address

Named Insured:
BRAILSFORD & DUNLAVEY INC

Mailing Address:
1140 CONNECTICUT AVE NW
WASHINGTON, DC 20036-4001

Policy Information

Policy Number: 6045827331
Renewal of:
Insurer's Name and Address:
The Continental Insurance Company
151 N Franklin St
Chicago, IL 60606

Producer Information

Producer:
AMES & GOUGH INS RISK MGMT INC
8300 GREENSBORO DR STE 980
MCLEAN, VA 22102-3616
Producer Code: 600-059913

Policy Period

01/01/2023 to 01/01/2024 at 12:01 a.m. Standard Time at your mailing address.

Limits of Insurance

Each Incident Limit	\$9,000,000
Aggregate Limit	\$9,000,000
Aggregate Products-Completed Operations Hazard Limit	\$9,000,000
Policy Aggregate Limit	N/A
Crisis Management Expenses Aggregate Limit	\$300,000
Key Employee Replacement Expenses Aggregate Limit	\$100,000

Self-Insured Retention

Self-Insured Retention \$0



Schedule of Underlying Insurance

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
RLI Insurane Company PSB0003063 01/01/2023 to 01/01/2024	General Liability	Each Occurrence Limit General Aggregate Limit Per Location : no Per Project : no Products/ Completed Operations Aggregate Limit Personal and Advertising Injury Liability Limit ALAE	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 Outside Limits
RLI Insurance Company PSA0001125 01/01/2023 to 01/01/2024	Auto Liability	Combined Single Limit ALAE	\$1,000,000 Outside Limits



Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
RLI Insurance Company PSW0001703 01/01/2023 to 01/01/2024	Employers Liability	Bodily Injury by Accident- Each Accident Limit Bodily Injury by Disease - Policy Limit Bodily Injury by Disease - Each Employee Limit ALAE	\$1,000,000 \$1,000,000 \$1,000,000 Outside Limits
In any jurisdiction, state, or province where the amount of Employers Liability Insurance provided by the Underlying Insurer(s) is by law "Unlimited", the underlying Employers Liability limit(s) shown in the above schedule do not apply and no coverage shall be provided for Employers Liability under this policy.			
RLI Insurance Company PSB0003063 01/01/2023 to 01/01/2024	Employee Benefits Liability	Each Occurrence Limit Aggregate Limit	\$1,000,000 \$1,000,000

Forms and Endorsements Attached to this Policy
See SCHEDULE OF FORMS AND ENDORSEMENTS

Premium



Notices

Notice to insurer

Address: CNA Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317

Fax #: 800-446-8632

Email Address: HPRreports@CNA.com



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Facilities Planning & Management Project	Site	918
Basic Directions			
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Brailsford & Dunlavy	Agency's Contact	Willard Mangrum				
OUSD Vendor ID #	000758	Title	Vice President				
Street Address	1140 Connecticut Avenue NW Ste. 400	City	Washington	State	DC	Zip	20036
Telephone	202-306-9445	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	00918						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	4-14-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	6-30-2025

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$8,814,050.00
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
9655 0000	Fund 21 Msr Y	210-9655-0-0000-8500-6289-918-9180-9906-9999-99999	6289	\$8,814,050.00

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.	Executive Director, Facilities Planning & Management			
	Signature	Date Approved	6/6/23	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature Lozano Smith, approved as to form	Date Approved	6/6/23	
3.	Chief Business Officer, Facilities Planning & Management			
	Signature	Date Approved	6/6/2023	
4.	Chief Financial Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		

Board Office Use: Legislative File Info.	
File ID Number	21-0195
Introduction Date	4-14-2021
Enactment Number	21-0578
Enactment Date	4/14/2021 lf



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date April 14, 2021

Subject Measure Y Program Management Services Agreement – Brailsford & Dunlavey - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Measure Y Program Management Service Agreement between the District and Brailsford & Dunlavey, Oakland, California, for the latter to provide planning, coordination and program management services through the completion of the District’s Measure J and commencement of Measure Y Bond Programs for the Program Management Facilities Planning & Management Project, in the not to exceed amount of \$6,274,154.00, as the selected consultant, with work schedule to commence on April 15, 2021, and scheduled to last until June 30, 2023, pursuant to the Agreement.

Discussion Consultant will provide Program Management Services for the District. Consultant was selected through the use of a fair, competitive RFP process based on their demonstrated competence and professional qualifications. (Government Code §4526)

LBP (Local Business Participation Percentage) 50.4%

Recommendation Approval by the Board of Education of Measure Y Program Management Service Agreement between the District and Brailsford & Dunlavey, Oakland, California, for the latter to provide planning, coordination and program management services through the completion of the District’s Measure J and commencement of Measure Y Bond Programs for the Program Management Facilities Planning & Management Project, in the not to exceed amount of \$6,274,154.00, as the selected consultant, with work schedule to commence on April 15, 2021, and scheduled to last until June 30, 2023, pursuant to the Agreement.

Fiscal Impact Fund 21 Measure J

Attachments

- Agreement
- Proposal & Fee schedule
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 21-0195

Department: Facilities Planning & Management

Vendor Name: Brailsford & Dunlavey

Project Name: Program Management Services

Project No.: 00918

Contract Term: Intended Start: April 15, 2021

Intended End: June 30, 2023

Amended End: _____

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$6,274,154.00

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 contractor or vendor selected?

Brailsford & Dunlavey was selected through an RFP process that was issued on November 18, 2020. Brailsford & Dunlavey received the highest score and evaluation given by the District.

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

Brailsford & Dunlavey will provide planning, coordination and program management services through the completion of the District’s Measure J and commencement of Measure Y Bond Programs. Services may include any or all of the following: planning, coordination, and program management; and District staff augmentation for program management services.

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

If “No,” please answer the following questions:

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

RFP process includes review/scoring of proposals submitted. The District received proposals and interviewed other vendors. Brailsford & Dunlavey’s price was fair and reasonable compared to the prices submitted by the other responding consultants.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$96,700 or less (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)

- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)
- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: _____

Maintenance Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

- Vendor was selected through a competitive RFP process based on their professional qualifications to service the District in specified work. The District reviewed the vendor’s qualifications and chose the vendor based on its quality of work on other projects and is qualified to perform the requested services.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Department of Facilities Planning and Management

MEMORANDUM

Date: February 2, 2021

To: Juanita Hunter

From: Philip Lang, LBU Consultant

Subject: LBU Review

Program Management Services #00918

As required by the OUSD LBU Policy requirements, a review of the City of Oakland's database of certified firms was conducted to identify potential firms certified for this project.

SUMMARY:

The LBU Compliance Team has conducted a review of the Local Business Participation Worksheet for the Program Management Services RFP/Q submitted by Brailsford & Dunlavey

- Brailsford & Dunlavey achieved 50% LBU (10.2% LBE and 40% SLBE/SLRBE)

RECOMMENDATION:

Based on the LBU Participation Worksheets, the Compliance Team finds Brailsford & Dunlavey to be responsive and eligible for contract award.

Cc: Kenya Chapman

Local Business Utilization Program Consultants



LOCAL BUSINESS PARTICIPATION WORKSHEET

2/01/21

PRIME: Brailsford & Dunlavey
 Project: Program Management
 Project #: 00918
 Estimate:

Base Bid Dollar Amount	0.0%	Note: Please complete dollar amounts for sub/prime work; local business percentages; base bid			
	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: Address: 1 Sutter Street, Suite 940 City/State: San Francisco, CA Phone:	\$ 1,963,143				
Company: Saylor Address: 1777 Oakland Rd, Suite 103 City/State: Walnut Creek, CA Phone: 415-291-3200	\$ 180,416				
Company: Colland Jang Associates Address: 211 10th Street, Suite 328 City/State: Oakland, CA Phone:	\$ 2,500,064		40.3%		3426
Company: Dabri Address: 1904 Franklin Streed City/State: Oakland, CA Phone: 510-406-7159	\$ 631,459	10.2%			7267
Company:	\$				
TOTAL PARTICIPATION	\$6,209,954.00	10.2%	40.3%	0.0%	50.4%

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening

**OAKLAND UNIFIED SCHOOL DISTRICT
MEASURE Y PROGRAM MANAGEMENT SERVICES AGREEMENT**

This Measure Y Program Management Services Agreement (“Agreement”) is made and entered into effective April 15, 2021 (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Brailsford & Dunlavey** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide to District the services (“Services”) which includes to perform the planning, coordination and program management services through the completion of the District’s Measure J and commencement of Measure Y Bond Programs. Services may include any or all of the following: planning, coordination, and program management, as described in the Request for Qualifications/Proposal for Program Management Services for the Measure Y Bond Program, dated November 18, 2020 (“RFQP”; see attached as *Exhibit A*), and District staff augmentation for program management services.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.

3. **Term.** This Agreement shall begin on April 15, 2021, and shall terminate upon completion of the Services, but no later than June 30, 2023 (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees For Services.** District agrees to pay Contractor fees at the hourly rates listed in **Exhibit B** to this Agreement. Contractor may not increase its rates over the course of this Agreement by more than 4% per year. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **\$6,274,154.00** for the services required by the Agreement (see Section 1 above.) Contractor shall perform all Services required by the Agreement even if the fee has already been paid

Measure Y Program Management Services Agreement – Brailsford & Dunlavey – Facilities Planning & Management
Project - \$6.274,154.00 Million

and no more payments will be forthcoming. District agrees to pay the fee, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests. The **\$6,274,154.00** fee is based on Contractor's matrix of anticipated costs attached as *Exhibit B* to this Agreement.

5.1. **Reimbursement for Certain Expenses.** District shall reimburse Contractor for Reimbursable Expenses (defined below). Contractor's total reimbursement for Reimbursable Expenses shall not exceed \$64,200, which is Contractor's estimate of the maximum total cost of Reimbursable Expenses for performance of the Services. Any expenses incurred by Contractor in excess of the Reimbursable Expenses amount set forth above shall not be compensated. District agrees to pay Reimbursable Expenses, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests. "Reimbursable Expenses" means Contractor's actual out-of-pocket expenses, without markup, incurred in performance of the Services, including fax, reproduction expense (excluding expense for reproduction for Contractor's office use), postage, messenger, transportation, living expenses in connection with out-of-town travel, and long distance communications. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead, including technology hardware and software, or insurance premiums); nor do they include expenses incurred in connection with services that result from Contractor's wrongful acts or omissions.

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

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

District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$2,000,000 each occurrence and \$4,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$2,000,000 each occurrence and \$4,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

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

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

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

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

following:

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

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

_____. [Attach and sign additional pages, as needed.]

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

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

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

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

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

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

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief

under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

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

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

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

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

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

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

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

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

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

27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the

execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

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

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

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

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

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

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

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

* * * * *

DISTRICT:

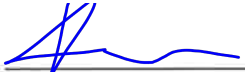
OAKLAND UNIFIED SCHOOL DISTRICT



Shanthi Gonzales
President, Board of Education
Date



Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education
Date



Tadashi Nakadegawa,
Deputy Chief, Facilities Planning & Management
Date
2/11/2021

CONTRACTOR:

Brailsford & Dunlavey

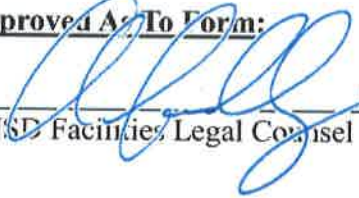


Signature
Date
February 9, 2021

Christopher S. Dunlavey, FAIA President

Name & Title

Approved As To Form:



Lozano Smith
OUSD Facilities Legal Counsel
Date
2/11/21

EXHIBIT A

Request for Qualifications/Proposals

**OAKLAND UNIFIED SCHOOL DISTRICT
 FACILITIES, PLANNING AND MANAGEMENT
 955 High Street
 Oakland, CA 94601**

**REQUEST FOR QUALIFICATIONS/PROPOSALS
 PROGRAM MANAGEMENT SERVICES
 OAKLAND UNIFIED SCHOOL DISTRICT
 MEASURE Y BOND PROGRAM**

NOVEMBER 18, 2020 (ISSUED)

Key Dates:
<ul style="list-style-type: none"> • Final date to request invite for non-mandatory pre-submittal virtual (Zoom) meeting: November 30, 2020.
<ul style="list-style-type: none"> • Non-mandatory pre-submittal virtual ("Zoom") meeting 10:00 a.m. on December 2, 2020.
<ul style="list-style-type: none"> • Final Date to submit Letter of Interest and for submission of written questions: December 9, 2020.
<ul style="list-style-type: none"> • District to respond to written questions: December 16, 2020.
<ul style="list-style-type: none"> • Statement of Qualifications/Proposal Submittals: due by 2:00 p.m. on December 23, 2020.
<ul style="list-style-type: none"> • Finalists notified: December 30, 2020.
<ul style="list-style-type: none"> • Finalists to submit detailed confidential Fee Proposal: January 4, 2021.
<ul style="list-style-type: none"> • Interviews: January 6-7, 2021 (tentative)
<ul style="list-style-type: none"> • Final determination/recommendation for award: January 13, 2021
<ul style="list-style-type: none"> • Contract approval by OUSD Board of Education: February 24, 2021

The Oakland Unified School District ("District") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to perform the planning, coordination and program management services through the completion of the District's Measure J and commencement of Measure Y Bond Programs. Services may include any or all of the following: planning, coordination, and program management; and; District staff augmentation for program management services. Responders submitting proposals shall identify the precise experience level with capital program management. This contract is for February 2021 to June 30, 2023, with option for up to 3 one year renewals.

The District educates approximately 36,000 students at eighty-three (83) school sites located in the City of Oakland; in addition there are 13,300 students in Oakland public charter schools with 33 charter schools in District authorized facilities. Voters within the District have overwhelmingly supported the modernization and reconstruction of the District's schools. The District is about to

commence the capital program as a part of the Measure Y Bond ("Measure Y Program") passed in November 2020 and has ongoing need for assistance with the planning, pre-design, design and construction phases of work on major renovation/reconstruction of its elementary and secondary schools. Attached to this Request for Qualifications/Proposals ("RFQ/P") is the District's List of Bond Projects as reflected in the approved bond measure that highlights the scopes and estimated costs of Measure Y Program projects. Due to the timing and complexity of the projects slated to start construction in 2021, responder's experience and proficiency in major capital program transition planning is critical.

Responders should also take cognizance that District Projects are constructed using Design-Bid-Build, Lease Leaseback and Design Build delivery methods as well as traditional design, bid, build. During the initial stages of preparing for a capital construction project, District Program/Construction Management consultants and facilities staff consider factors to determine which method of project delivery will best match the District's overall construction objectives, including: Project size; Project duration; Staff capacity and specific construction experience; ability to meet the District's mandatory local business objectives; available funding sources, and; a construction method's influence on project planning, design and phasing. Responder's experience with each delivery method is expected.

Respondents to this RFP should mail or deliver five (5) bound copies, one (1) unbound wet-signed original and one (1) PDF version on a flash drive of their Proposal, as further described herein, to:

Oakland Unified School District
Attn: Tadashi Nakadegawa, Acting Deputy Chief
955 High Street, Oakland, CA 94601

**ALL RESPONSES ARE DUE BY 2:00 PM, ON DECEMBER 23, 2020.
(FAX RESPONSES WILL NOT BE ACCEPTED)**

Due to the circumstances caused by the Covid-19 pandemic, the District will accept electronic Proposals sent via email in lieu of hard copies. Proposals received by the District no later than 2:00 PM (Pacific Standard Time) on December 23, 2020 via email will be accepted.

The District will conduct a virtual ("Zoom") non-mandatory informational meeting regarding this RFP **at 10:00 a.m. on December 2, 2020**. Interested parties shall request an invite no later than November 30, 2020 to participate in this virtual meeting.

All questions regarding this RFQ/P and requests for clarification must also be submitted via email by December 9, 2020 to Tadashi Nakadegawa (tadashi.nakadegawa@ousd.org) and cc: to Kenya Chatman (kenya.chatman@ousd.org) and David Colbert (david.colbert2@ousd.org).

All proposals must be preceded by an email by the December 9, 2020 deadline to these same addressees notifying the District of your interest (i.e., Letter of Interest) in presenting a proposal including the contact name, email, phone, and address of the firm or team contact.

This is neither a formal request for bids, nor an offer by the District to contract with any party responding to this request. The District reserves the right to reject any and all proposals.

Thank you for your interest in working with the Oakland Unified School District.

Sincerely,

Tadashi Nakadegawa, Acting Deputy Chief

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. GENERAL

The District intends to select a firm that best meet the District's needs to perform the planning, program management as described in this Request for Qualifications/Proposals. The District may assign all or parts of the work described below to one or more of the successful firm(s). The criteria on which the District makes its determination will not be limited to the amount of proposed fees, but will also be based on ability and experience as described herein. Each firm submitting a proposal must submit a budget for each phase and break out the cost for each phase as well as an overall cost if the firm is given all phases of work.

The firm(s) selected as a result of this process ("Program Manager") shall be responsible for the following general categories of work:

Master Planning:

Responsibilities will include in depth review of most recent, current, and upcoming Facilities Master Plans with a focus on verification and updating the cost estimates; providing feedback on appropriate scope, advise the District on phasing, grouping of projects, and strategies for cost-savings.

Program Management:

Work with the District on overall scheduling, budgets, and communication for all capital program projects; report to the District on program and individual project status on a regular basis.

Supervision of Construction Management:

Coordinate all work with the District and ongoing efforts of the Construction Management Consultant(s) to verify: Provision of design phase services in conjunction with all architecture firms awarded work by the District; assist with bidding; manage the construction contracts; and close out the projects. The District may utilize lease-leaseback or design-build delivery in lieu of low bidding based on design-bid-build on these projects.

Program Management and Construction Management Software:

The Facilities Department is currently transitioning its program and construction program software to COLBIDocs with Account-Ability by Colbi Technologies, Inc. It is essential the selected firm becomes fully acclimated to ensure its smooth transition and completely versed in managing all projects through their entire life cycle.

Local Business Program:

Provide strategies to best balance our robust local business policy with cost and schedule efficient project delivery. Coordinate these strategies with the District and our ongoing local business consultant in delivery of their responsibilities including: resource development, implementation, oversight, enforcement and business support services to the District's Local/Small Local/ Small Local Resident Business Program (S/SL/SLRBE).

Coordination with District Facilities Staff:

Coordination with current District facilities staff, including provision of staff augmentation for program management services.

The District adheres to the Collaborative for High Performance Schools (CHPS) Best Practices standards. The Scope of Services provided by the Program Manager shall adhere to the CHPS criteria and best practices, to the extent feasible.

The District may contract immediately, or during the length of the Measure Y Bond Program term with firm(s) to provide all of the services described herein, but it may elect to divide the scope of work into phases as follows:

1. Program Management for all sites;
2. Selected services within or across various projects.

2. RESPONSIBILITIES OF PROGRAM MANAGER

2.1 CAPITAL PROGRAM MANAGEMENT AND ADVICE

Provide input on Facilities Master Plan Development including advice to the District in prioritizing projects, assessment of educational adequacy, ADA transition plan implementation, and loading and utilization modeling. Advise the District on phasing, grouping of projects, and other potential cost-saving approaches to construction. Manage and report on accountable school district committees or other mechanisms to periodically confirm alignment of on ongoing capital program developments with evolving district priorities. Develop aligned scopes of work focused on fulfilling these priorities, including recommendations regarding interim housing and deferred maintenance.

Verify and update the cost estimates in the Facilities Master Plan. Develop and maintain bond program spending plan.

Develop master project communication plan, incorporating project participants, District administration, site personnel, community, parents, and website.

2.2 PROGRAM MANAGEMENT DUTIES

Work with the District to develop scope, sequencing, scheduling, budgets, and communication for all Measure Y Bond Program projects. Develop and maintain reporting systems for each of those components. Report to the District on program and project status on a regular basis throughout the course of the bond program.

In cooperation with the Construction Manager(s) assist in:

2.2.1 Advise District regarding project delivery systems and bid packaging strategies. Make recommendations to District regarding ongoing modifications to the Master Plan and Measure Y funded projects to account for changes in sequencing, delays, and cost issues.

2.2.2 Assist in in procurement of and negotiations of contracts for professional services such as architects, Project Inspectors (aka IORs), engineers and CEQA consultants. Participate in planning workshops. Prepare for and attend meetings with site committees and the District Measure(s) A, B, J and Y Bond Oversight Committee. Provide training to District staff and Board of Education.

2.2.3 Assist on an ongoing basis regarding communication with state and other agencies involved in construction process, including Division of the State Architect ("DSA"), California Department of Education ("CDE") and Office of Public School Construction (OPSC). Assist as requested with compliance with the California Environmental Quality Act ("CEQA") and other regulatory requirements. Assist as requested, on extra services basis, with applications for state funding.

2.3 MONITORING AND OVERSIGHT OF CONSTRUCTION MANAGERS. The Program Manager and the Construction Manager(s) will work cooperatively to produce reports and management tools based on work in this section.

The Program Manager will participate in the initial hiring of the construction managers and in each assignment of a particular project to a construction manager. The Program Manager will not be hired as a construction manager and will not receive assignment of construction management services for any construction project. The Program Manager will work cooperatively with the construction managers to produce reports and management tools based on the construction managers' work product. The Project Manager will be responsible for monitoring, coordinating, and overseeing the construction managers' performance, and District staff's performance, of the following tasks."

2.3.1 Design Phase

Work with the architects to develop and refine designs to correlate design to budget and Facilities Master Plan. Perform constructability reviews at appropriate stages of design. Prepare cost estimates. Assist with verification of site conditions. Assist in segregating bid packages for maximum cost-effectiveness for the District. Advise regarding owner-supplied equipment and other potential cost-saving measures.

Report to District on status of design and state approval versus the schedule for each project. Attend meetings to coordinate design efforts for the bond program. Assist in identifying and obtaining all necessary approvals.

2.3.2 Pre-Construction And Bidding Phase

Develop master schedules and construction schedules for each project. Develop budgets for each project.

Conduct pre-bid conferences. Schedule and conduct preconstruction meetings. Assist with prequalification and evaluating responses. Conduct bidding and report to District on results. Assist and advise regarding bid protests. Coordinate contracting with low bidders, including evaluating bonds, insurance, L/SL/SLRBE and DVBE compliance.

2.3.3 Construction Phase

Administer and coordinate the work of the prime contractors on a daily basis. Enforce performance, scheduling and notice requirements. Monitor schedule and cost information for each prime contractor on each project. Document the progress and costs of each project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems.

Work cooperatively with District, architects, and contractors to ensure that projects are delivered on time and within budget. Attend weekly job site meetings and prepare and circulate minutes. Evaluate and process payment applications and verify progress. Evaluate and process change order requests.

Evaluate and track requests for information ("RFI's") and responses. Advise District as to status and criticality of RFI's. Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").

Submit necessary reports to state authorities, including DSA verified reports. Ensure that all other project participants submit necessary closeout documentation.

2.3.4 Post-Construction Phase

Ensure completion of punch list work. Coordinate contractor closeout requirements, including guarantees, keys, manuals, record drawings, daily logs, and verified reports. Set up programs to obtain and monitor warranty work. Advise District staff on systems operations and training. Advise on closeout of projects.

3. REQUIRED INFORMATION IN PROPOSAL

All materials submitted to the District in response to this Request for Qualifications/Proposals shall remain property of the District.

Extensive experience with OPSC, CDE, DSA, Americans with Disabilities Act ("ADA"), California Building Code ("CBC"), and Title 24 of the California Code of Regulations is mandatory.

3.1 FIRM INFORMATION

Provide a brief history of your firm, 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. Identify proportion of program and construction management of overall business, and of K-12 school projects of overall business.

Identify each K-12 school project performed by your firm(s) in the past 5 years, including:

- Name of project and district;
- Contact person, telephone number and email address at district;
- Firm person in charge of each project;
- Dollar value of each project.

List all litigation arising from any K-12 school project on which your firm(s) provided program or project/construction management services in the past 5 years. State the issues in litigation, the status of litigation, names of parties, and outcome.

3.2 PROPOSED PROJECT TEAM

The selected firm shall employ at its expense professionals properly licensed and skilled in the execution of the functions required for the planning, program management, and project/construction management of the projects. All services are to be performed under the direction and control of an architect, registered engineer, and/or contractor, each of whom is required to be licensed by the State of California.

Identify the key personnel you would assign to the District's program for each phase of work, including their roles. Include at least the overall Program Director, and Program Manager(s). Describe for each his or her experience with K-12 school construction projects, including identifying those projects for the past five (5) years. List license numbers and expiration dates.

3.3 PROPOSED METHODOLOGY AND CAPABILITIES

Describe the firm's technical capabilities for capital program management including successful strategies for implementing improvements and discussing the dissenting views or criticisms and the management of same. Show and discuss examples of tools used for scheduling, budgeting, cost estimating, document control, and public information websites and describe how these facilitated program progress. Provide recent examples of reports for each category.

Describe the firm’s approach to and experience with energy management / conservation, integrated communications systems, “green buildings,” and evaluating technology infrastructure.

Describe the firm’s experience with state and other agencies involved in the planning, design, and construction process for K-12 school projects. Describe the firm’s quality control systems, including ability to monitor subconsultants, if any.

3.4 COST AND FEE SUMMARY; FORM OF AGREEMENT

The Program Manager will be paid on an hourly basis for its services, so provide a schedule of hourly rates for all staff that may perform services, and provide a proposed not-to-exceed amount for each of the three areas of services (see Sections 2.1-2.3, above) including a spreadsheet or matrix demonstrating how each not-to-exceed amount was calculated. The form of agreement to be signed by the selected Program Manager is attached to this RFP as Exhibit A, and all proposed hourly rates and not-to-exceed amounts shall be based on the services required by, and terms of, this form of agreement. The form of agreement is not negotiable.

4. DISTRICT’S EVALUATION PROCESS

4.1 EVALUATION AND SELECTION CRITERIA

The firm(s) awarded the services will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of services.

A “best value” method of selection will be utilized in awarding the services. The “best value” method evaluates the selection criteria listed below based on the designated relative weight given to each criteria as a percentage of the RFQ/P’s total points possible, where Cost/Pricing is given the greatest relative weight:

Selection Criteria	Relative Weight (%)
Cost/Pricing	30
Proposed Services	20
Technical Expertise	10
Local Business Participation	10
Team Experience	10
Recent Success with Similar Services	10
Prior Experience with District Staff and Current Consultants	5
Proximity of Offices and Availability of Qualified Staff	5

4.2 SELECTION OF FINALISTS

Based on the review by its selection committee, the District will select a group of finalists for further overall evaluation as described below. The criteria for selecting finalists may include, without limitation:

- Experience and performance history of the firm with similar programs;
- Experience and results of proposed personnel;
- References from clients contacted by the District;

Technical capabilities and track record of their use; and
Other criteria of the "best value" method, as described above.

4.3 INTERVIEWS

The finalists who elect to pursue the work with the District will be invited to meet with the District's selection committee. The key proposed project staff will be expected to attend the interview. The interview will start with an opportunity for the firm to present its proposal and its project team. The interview will be an opportunity for the District selection committee to review the proposal, the firm's history, and other matters the committee deems relevant to selecting the firm. The committee may inquire as to the firm's suggested approaches to the projects and the issues identified in this Request for Qualifications/Proposals.

The District may perform investigations of proposing firms that extends beyond contacting the districts identified in the proposals. Following the interviews, the selection committee will make recommendations to District staff and the Board regarding the candidates and awarding the contract. The criteria for these recommendations will include those identified above, as well as cost considerations based on the fee proposals.

4.4 FINAL DETERMINATION AND AWARD

The District reserves the right to contract with any entity responding to this Request for Qualifications/Proposals for all or portions of the above-described phases, to reject any proposal as non-responsive, and not to contract with any firm for the services described herein. The District makes no representation that participation in the Request for Qualifications/Proposals process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any proposal in response to this Request for Qualifications/Proposals.

The District may, at its option, determine to award contract(s) for only phases of the work or for only portions of the scopes of work identified herein. In such case, the successful proposing firm will be given the option not to agree to enter into the contract and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work the District will retain the right to enter into negotiations with any other firm responding to this Request for Qualifications/Proposals.

5. OTHER RESOURCES

5.1 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> Offices and Programs> Facilities Planning & Management Department> For Contractors and Developers> Bids and Requests for Proposals> Bidding Information> 2014 Amendment to Local Business Participation Policy

5.2 2020 ASSET MANAGEMENT & FACILITIES MASTER PLAN

Found at: ousd.org> Offices and Programs> Facilities Planning & Management Department> Facilities Master Plan> Facilities Master Plan 2020

5.3 MEASURE Y BOND PROJECTS

See Exhibit B.

EXHIBIT A

OAKLAND UNIFIED SCHOOL DISTRICT MEASURE Y PROGRAM MANAGEMENT SERVICES AGREEMENT

This Measure Y Program Management Services Agreement (“Agreement”) is made and entered into effective [REDACTED], 20__ (the “Effective Date”), by and between the Oakland Unified School District (“District”) and [REDACTED] (“Contractor”).

- Contractor Services.** Contractor agrees to provide to District the services (“Services”) described in the Request for Qualifications/Proposals for Program Management Services for the Measure Y Bond Program, dated November 18, 2020 (“RFQP”; see attached as *Exhibit A*).
- Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.
- Term.** This Agreement shall begin on [REDACTED], 20__, and shall terminate upon completion of the Services, but no later than June 30, 2023 (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
- Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.
- Payment of Fees for Services.** District agrees to pay Contractor fees at the hourly rates listed in *Exhibit B* to this Agreement. Contractor may not increase its rates over the course of this Agreement by more than 2% per year. Total fees paid by District to Contractor for Services under the Agreement shall not exceed \$_____ for the services described in Section 2.1 of the RFQP; \$_____ for the services described in Section 2.3 of the RFQP; and \$_____ for the services described in Section 2.3 of the RFQP. Contractor shall perform all Services required by

the Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

5.1. **Reimbursement for Certain Expenses.** District shall reimburse Contractor for Reimbursable Expenses (defined below). Contractor's total reimbursement for Reimbursable Expenses shall not exceed \$ **negotiable**, which is Contractor's estimate of the maximum total cost of Reimbursable Expenses for performance of the Services. Any expenses incurred by Contractor in excess of the Reimbursable Expenses amount set forth above shall not be compensated. District agrees to pay Reimbursable Expenses, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests. "Reimbursable Expenses" means Contractor's actual out-of-pocket expenses, without markup, incurred in performance of the Services, including fax, reproduction expense (excluding expense for reproduction for Contractor's office use), postage, messenger, transportation, living expenses in connection with out-of-town travel, and long distance communications. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead, including technology hardware and software, or insurance premiums); nor do they include expenses incurred in connection with services that result from Contractor's wrongful acts or omissions.

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

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly

remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$2,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$2,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

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

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

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

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

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

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

_____. [Attach and sign additional pages, as needed.]

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

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

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

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

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

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

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

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

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

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

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

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

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

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

25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a

contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

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

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

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

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

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

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

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

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

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

* * * * *

DISTRICT:

CONTRACTOR:

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address for District Notices:

Address for Contractor Notices:

Approved As To Form:

OUSD Facilities Legal Counsel

Date

EXHIBIT B

BOND PROJECTS

Reflected in Approved Bond Measure

PLEASE NOTE: *The cost estimates associated with each project are NOT a legal commitment to fund those projects at those levels and the cost estimates are NOT included in the now-approved Bond Measure. Moreover, the cost estimates are just estimates, primarily based on information in the Facilities Master Plan; the actual cost of each project is almost certainly going to be different. The inclusion of the cost estimates in this document (and in the original version that was presented to the School Board as Attachment B) was to ensure that the projects identified in the Bond would likely be able to be funded by the \$735 million generated by the now-approved Bond Measure.*

<u>Site</u>	<u>Proposed Project Scope</u>	<u>Est. Cost (in millions)</u>	<u>Location in Bond Proj. List</u>
Coliseum College Prep Academy (1390 66th Avenue)	› Site expansion › Additional classrooms	\$35.5	Site-Specific Projects
Claremont Middle School (5750 College Avenue)	› New kitchen › New cafeteria	\$18.0	Site-Specific Projects
Elmhurst United Middle School (1800 98th Avenue)	› Site modernization	\$10.0	Site-Specific Projects
Garfield Elementary School (1640 22nd Avenue)	› Site renovation or replacement (partial or total)	\$56.7	Site-Specific Projects
Hillcrest Elementary School (30 Marguerite Drive)	› New kitchen	\$1.7	Site-Specific Projects
Laurel Child Development Center (3825 California Street)	› Site renovation or replacement (partial or total)	\$11.5	Site-Specific Projects
Marcus Foster Educational Leadership Center (1025 2nd Avenue)	› Site plan › Site replacement › Facilities for alternative education and career technical education programming › Community service facilities › Central administration facilities, including but not limited to student and family facing services	\$15.0	Site-Specific Projects
McClymonds High School (2607 Myrtle Street)	› Site renovation or replacement (partial or total) › Site expansion to accommodate additional grade levels	\$65.0	Site-Specific Projects
Melrose Leadership Academy/ Maxwell Park Elementary School	› Site renovation (partial or total)	\$49.5	Site-Specific Projects

(5328 Brann Street and 4730 Flemming Avenue)	› Site expansion/school consolidation at 4730 Fleming Avenue		
Piedmont Elementary School (4314 Piedmont Avenue)	› New kitchen	\$2.0	Site-Specific Projects
Roosevelt Middle School (1926 East 19th Street)	› Site renovation or replacement (partial or total)	\$70.6	Site-Specific Projects
Skyline High School (12250 Skyline Blvd)	› ADA compliance › Bathrooms › Remove, replace, or acquire portables › Seismic"	\$10.0	Site-Specific Projects
Administration and Governance Center	› Administration building(s)	\$50.0	District-Wide Projects
Projects to Increase Access/ Improve Quality	› Support school expansions/consolidations	\$10.0	District-Wide Projects
Districtwide Initiatives	› Possible facilities improvements at all sites, COVID-related facilities improvements, distance learning devices and infrastructure	\$200.2	District-Wide Projects
Bond Program Management	› Project managers, construction managers, accountants to oversee projects from conception to completion, etc.	\$56.0	Miscellaneous
Contingency	› 10% contingency for unexpected costs	\$73.5	Throughout
TOTAL		\$735.0	

EXHIBIT B

Fee Schedule / Hourly Rates

		FY 20/21	
SUMMARY		HOURS	FEE
STAFF POSITION		YEAR	TOTAL/YEAR
Partner in Charge		34	\$ 7,052
Program Executive		215	\$ 41,925
Program Director		430	\$ 79,550
Senior Program Manager (LBU)		344	\$ 60,200
Program Manager (LBU)		860	\$ 150,500
Program Manager		0	\$ -
Program Manager		0	\$ -
Program Senior Manager		0	\$ -
Program Controls		0	\$ -
Program Scheduler (LBU)		602	\$ 105,350
Program Estimator		266	\$ 46,505
Program Assist. Estimator (LBU)		860	\$ 116,100
		3611	\$ 607,182

SUMMARY STAFF POSITION	FY 21/22 HOURS YEAR	FEE TOTAL/YEAR
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Partner in Charge	83	\$ 17,378
Program Executive	516	\$ 103,317
Program Director	1032	\$ 196,037
Senior Program Manager (LBU)	2064	\$ 370,880
Program Manager (LBU)	2064	\$ 370,880
Program Manager	1032	\$ 180,142
Program Manager	1032	\$ 180,142
Program Senior Manager	1032	\$ 190,738
Program Controls	1032	\$ 143,054
Program Scheduler (LBU)	1445	\$ 259,616
Program Estimator	638	\$ 114,602
Program Assist. Estimator (LBU)	2064	\$ 286,108
	14033	\$ 2,412,893

SUMMARY STAFF POSITION	FY 23/23	
	HOURS YEAR	FEE TOTAL/YEAR
Partner in Charge	83	\$ 17,844
Program Executive	516	\$ 106,086
Program Director	1032	\$ 201,290
Senior Program Manager (LBU)	2064	\$ 380,820
Program Manager (LBU)	2064	\$ 380,820
Program Manager	2064	\$ 369,939
Program Manager	2064	\$ 369,939
Program Senior Manager	2064	\$ 391,700
Program Controls	2064	\$ 293,775
Program Scheduler (LBU)	1445	\$ 266,574
Program Estimator	638	\$ 117,673
Program Assist. Estimator (LBU)	2064	\$ 293,775
	18161	\$ 3,189,879



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2021

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

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

Table with PRODUCER (Ames & Gough), CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, and NAIC #.

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Measure Y Program Management Services Agreement

Oakland Unified School District is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Professional Liability policy includes waiver of subrogation in favor of Brailsford & Dunlavey's client only when required by written contract SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Table with CERTIFICATE HOLDER (Oakland Unified School District) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.)



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Facilities Planning & Management Project	Site	918
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Basic Directions

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

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

Contractor Name	Brailsford & Dunlavey	Agency's Contact	Christopher Dunlavey				
OUSD Vendor ID #	000758	Title	President				
Street Address	1 Sutter Street, Suite 950	City	San Francisco	State	CA	Zip	94104
Telephone	408-306-8909	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	00918						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	4-15-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$6,274,154.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
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
9650 0000	Fund 21 Msr J	210-9650-0-0000-8500-6289-918-9905-9999-99999	6289	\$6,274,154.00

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.	Acting Director, Facilities Planning & Management				
	Signature	Date Approved	2-11-2021		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	2/11/21		
3.	Deputy Chief, Facilities Planning & Management				
	Signature	Date Approved	2/11/2021		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			