

Board Office Use: Legislative File Info.	
File ID Number	25-1470
Introduction Date	6-25-2025
Enactment Number	
Enactment Date	



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer

Board Meeting Date June 25, 2025

Subject General Services Agreement – School Facility Consultants – Facilities Planning and Management Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of General Services Agreement by and between the **District** and **School Facility Consultants**, Sacramento, CA, for the latter to provide assistance to the District in maximizing the building program by pursuing both State and Federal funds, maximizing funding opportunities, actively pursuing funding applications, utilizing a variety of School Facility Programs, and updating and generating additional modernization for new construction eligibility for **The Facilities Planning and Management Project**, in the not-to-exceed amount of **\$190,000.00**, with work scheduled to commence on **July 1, 2025**, and scheduled to last until **June 30, 2026**.

Discussion Consultant was selected based on specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and (Government Code § 53060.)

LBP (Local Business Participation Percentage) Waiver

Recommendation Approval by the Board of Education of General Services Agreement by and between the District and School Facility Consultants, Sacramento, CA, for the latter to provide assistance to the District in maximizing the building program by pursuing both State and Federal funds, maximizing funding opportunities, actively pursuing funding applications, utilizing a variety of School Facility Programs, and updating and generating additional modernization for new construction eligibility for The Facilities Planning and Management Project, in the not-to-exceed amount of \$190,000.00, with work scheduled to commence on July 1, 2025, and scheduled to last until June 30, 2026.

Fiscal Impact Fund 21 Building Funds, Measure Y

Attachments

- Contract Justification Form
- Agreement, including Exhibits
- Routing Form



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 25-1470

Department: Facilities Planning and Management

Vendor Name: School Facility Consultants

Project Name: Facilities Planning & Management Project No.: 00918

Contract Term: Intended Start: July 1, 2025

Intended End: June 30, 2026

Total Cost Over Contract Term: \$190,000.00

Approved by: Preston Thomas

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

This consultant was a direct selection based on specialized training services and past experience of work done assisting the District with applications for State and Federal funds for a variety of School Facility Programs.

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

Consultant will provide assistance in maximizing the building program by pursuing both State and Federal funds. Maximizing funding opportunities and actively pursuing funding applications on behalf of the District utilizing a variety of School Facility Programs, as well as updating and generating additional modernization and new construction eligibility.

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?

Consultant has done work and is currently working for the District. Based on specialized trained services with this particular type of work, the District found that the consultant performed work quickly, accurately, efficiently, and at a reasonable cost to the District

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- ☐ 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 (including sole source) – *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 RFQ/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:

- ☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a 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 \$114,800 or less (as of 1/1/25)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ 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 \$114,800 (as of 1/1/25)
- ☐ 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:

- Consultant is providing assistance in maximizing the building program by pursuing both State and Federal funds and funding applications for the Districts’ School Facility Programs.

Memorandum:

Date: May 28, 2025

To: Juanita Hunter

CC: Preston Thomas, Kenya Chatman, David Colbert, Pranita Ranbhise, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Memo - Districtwide - Scope Specific - Office of Public School Construction (OPSC) Consulting Services

Greetings Ms. Hunter -

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

Scope of Services: Office of Public School Construction (OPSC) Consulting – General Services

NAICS Code: 541990 – All Other Professional, Scientific, and Technical Services

It has been determined that there is a limited pool of certified L/SL/SLRBE firms capable of providing specialized consulting services in support of OPSC-related work under NAICS Code 541990. Given the niche expertise required for this scope and the lack of certified local firms within the applicable categories, we recommend a full waiver of the 50% LBU requirement for this service classification.

LBU Recommendation:

Full LBU Waiver -

Please note that updated analyses may be completed on an annual basis, as needed. Should you have any questions or require further clarification, please do not hesitate to contact our office.

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective **June 26, 2025** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **School Facility Consultants** (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): For the Facilities Planning and Management Contract Renewal for State & Federal Funding (“Project”) **to provide and assist the Oakland Unified School District in maximizing the building program by pursuing both State and Federal funds, maximizing funding opportunities, actively pursuing funding applications on behalf of the District utilizing a variety of School Facility Programs, and updating and generating additional modernization and new construction eligibility** (as further described in *Exhibit A* to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by School Facility consultants specially qualified to provide the services required by the District.

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.** The term for performance of the Services shall be the duration of the Project (“Term”), which shall end on **June 30, 2026**, except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. 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. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) 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; (3) Contractor

{SR801406}

is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on a lump sum price for Basic Services satisfactorily performed, and based on the hourly rates listed in *Exhibit B* for any Additional Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **ONE HUNDRED NINETY THOUSAND DOLLARS AND NO/100 (\$190,000.00)**, which consists of a not to exceed amount of **ONE HUNDRED NINETY THOUSAND DOLLARS AND NO/100 (\$190,000.00)**, for performance of the Basic Services, and a not-to-exceed amount of **Zero Dollars (\$00.00)** for performance of any Additional Services. District agrees to make payment for Basic Services within sixty (60) days of receipt of a detailed invoice from Contractor based on percentage of work completed, including any additional supporting documentation that District reasonably requests. District agrees to make payment for Additional Services within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly.

5.1 **Reimbursement for Certain Expenses.** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

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. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

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 Section 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 \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with a combined single limit not less than \$1,000,000 each occurrence; (iii) worker’s compensation insurance as required by Labor Code section 3200, et seq.; and (iv) professional liability insurance covering errors and omissions. 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.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor’s performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District’s business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. 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. Unless required by law, 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. If applicable, 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.

Before performing any Services, Contractor shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

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 will **only have limited contact 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 will 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 or risk assessment 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 to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 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.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. 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 District's 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 and confidentiality of records. 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 a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

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 for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by either Party 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 either Party from any or further exercise of any right or remedy.

25. **Reports.** Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement (“Documents”) shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents (“Intellectual Property”) not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District's versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District requires Contractor to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

36. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit D* shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on the this project without first obtaining the written approval of the City Manager.

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District's governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** Contractor is a resident of the State of California.

Address for District Notices:

Address for Contractor Notices:

OUSD 955 High Street Oakland, CA 94601	School Facility Consultants 1303 J Street, Suite 500 Sacramento, CA 95814
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OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President,
Board of Education

Date

Kyla Johnson-Trammell, Superintendent
& Secretary of the Board of Education

Date

Preston Thomas (May 28, 2025 15:39 PDT)

Preston Thomas, Chief Systems & Services
Officer

05/28/2025

Date

SCHOOL FACILITY CONSULTANTS

5/27/25

Signature

Date

Alexander R. Murdoch, President
Print Name, Title

Approved as to Form

James Traber

James Traber, Esq.
Counsel, OUSD

05/28/2025

Date

EXHIBIT A

Scope of Services

May 13, 2025

Ms. Kenya Chatman
Executive Director of Facilities
Oakland Unified School District
955 High Street
Oakland, CA 94601

Subject: Proposed Contract Renewal

Dear Ms. Chatman:

School Facility Consultants ("SFC") is pleased to submit this proposal for a contract renewal for the 2025-26 fiscal year. Our current contract with the Oakland Unified School District ("District") expires on June 30, 2025.

For over twenty years School Facility Consultants has assisted the Oakland Unified School District in maximizing the building program by pursuing both State and Federal funds. During this period the State Allocation Board has funded applications prepared and filed by SFC totaling over \$190 million received by the District. Over the last several years, SFC worked closely with the District to finalize a comprehensive funding plan for the La Escuelita Educational Complex, including the preparation, submittal, apportionment and audit through the State Allocation Board of four separate funding components totaling over \$34 million. SFC also worked closely with the District in the preparation and approval of multiple Modernization, Overcrowding Relief Grant, Seismic Mitigation Program, and Career Technical Education Program projects.

SFC continues to work toward maximizing funding opportunities and actively pursuing funding applications on behalf of the District utilizing a variety of School Facility Programs, as well as updating and generating additional modernization and new construction eligibility. Currently, SFC is assisting the District in the pursuit of additional modernization projects, ongoing assistance with the preparation of reports required under the School Facility Program, preparation of a Developer Fee Justification Report, and assistance with Career Technical Education projects.

I propose that SFC continue the services of the past year. The following list summarizes SFC's proposed services:

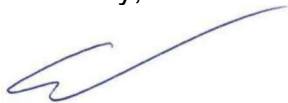
- Assist the District on an ongoing basis to determine and acquire State funding eligibility for new school construction, the modernization of existing school facilities and joint-use projects under the School Facility Program.
- Assist the District with the preparation and submittal of California Department of Education and State Allocation Board applications required for eligible new construction and modernization projects.

- Assist the District with accessing new funding programs as applicable.
- Assist the District with accessing additional eligibility that may be generated through AB 1014.
- Participate in strategy meetings, as directed, with the District and other designated personnel.
- Prepare periodic funding updates, which identify capital resources available to the District.
- Assist the District with issues related to portable classroom replacement.
- Assist the District with projects under the California Preschool, Transitional Kindergarten, and Full Day Kindergarten Facilities Grant Program.
- Assist the District with charter school facility funding issues.
- Assist the District with miscellaneous funding issues including the timing of fund release requests.
- Assist the District with preparation of progress reports required under the School Facility Program.
- Assist the District with project close out services as necessary in response to Office of Public School Construction project audits.
- Assist the District with the preparation and submittal of applications required to access available funding for eligible energy efficiency, conservation, and generation projects including Proposition 39 allocations.
- Assist the District with project tracking and accountability requirements for eligible Proposition 39 projects.
- Assist the District with planning services, as requested by the District, and as accepted by SFC.

The rate for these services is \$205 per hour for consulting services and \$105 per hour for administrative services with the total contract amount not to exceed \$190,000. The fees shall cover all expenses incurred in Sacramento by SFC on behalf of the District. If it becomes necessary for a Consultant from SFC to visit the District, the District will pay for travel time at a rate of \$205 per hour. The District will also reimburse SFC for all necessary and pre-approved travel expenses.

We look forward to continuing SFC's relationship with you and the Oakland Unified School District. Please call me with any comments or concerns on this proposed contract.

Sincerely,



Alexander R. Murdoch
President

EXHIBIT B

Hourly Rates

May 13, 2025

Ms. Kenya Chatman
Executive Director of Facilities
Oakland Unified School District
955 High Street
Oakland, CA 94601

Subject: Proposed Contract Renewal

Dear Ms. Chatman:

School Facility Consultants ("SFC") is pleased to submit this proposal for a contract renewal for the 2025-26 fiscal year. Our current contract with the Oakland Unified School District ("District") expires on June 30, 2025.

For over twenty years School Facility Consultants has assisted the Oakland Unified School District in maximizing the building program by pursuing both State and Federal funds. During this period the State Allocation Board has funded applications prepared and filed by SFC totaling over \$190 million received by the District. Over the last several years, SFC worked closely with the District to finalize a comprehensive funding plan for the La Escuelita Educational Complex, including the preparation, submittal, apportionment and audit through the State Allocation Board of four separate funding components totaling over \$34 million. SFC also worked closely with the District in the preparation and approval of multiple Modernization, Overcrowding Relief Grant, Seismic Mitigation Program, and Career Technical Education Program projects.

SFC continues to work toward maximizing funding opportunities and actively pursuing funding applications on behalf of the District utilizing a variety of School Facility Programs, as well as updating and generating additional modernization and new construction eligibility. Currently, SFC is assisting the District in the pursuit of additional modernization projects, ongoing assistance with the preparation of reports required under the School Facility Program, preparation of a Developer Fee Justification Report, and assistance with Career Technical Education projects.

I propose that SFC continue the services of the past year. The following list summarizes SFC's proposed services:

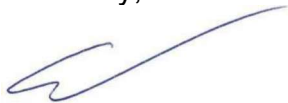
- Assist the District on an ongoing basis to determine and acquire State funding eligibility for new school construction, the modernization of existing school facilities and joint-use projects under the School Facility Program.
- Assist the District with the preparation and submittal of California Department of Education and State Allocation Board applications required for eligible new construction and modernization projects.

- Assist the District with accessing new funding programs as applicable.
- Assist the District with accessing additional eligibility that may be generated through AB 1014.
- Participate in strategy meetings, as directed, with the District and other designated personnel.
- Prepare periodic funding updates, which identify capital resources available to the District.
- Assist the District with issues related to portable classroom replacement.
- Assist the District with projects under the California Preschool, Transitional Kindergarten, and Full Day Kindergarten Facilities Grant Program.
- Assist the District with charter school facility funding issues.
- Assist the District with miscellaneous funding issues including the timing of fund release requests.
- Assist the District with preparation of progress reports required under the School Facility Program.
- Assist the District with project close out services as necessary in response to Office of Public School Construction project audits.
- Assist the District with the preparation and submittal of applications required to access available funding for eligible energy efficiency, conservation, and generation projects including Proposition 39 allocations.
- Assist the District with project tracking and accountability requirements for eligible Proposition 39 projects.
- Assist the District with planning services, as requested by the District, and as accepted by SFC.

The rate for these services is \$205 per hour for consulting services and \$105 per hour for administrative services with the total contract amount not to exceed \$190,000. The fees shall cover all expenses incurred in Sacramento by SFC on behalf of the District. If it becomes necessary for a Consultant from SFC to visit the District, the District will pay for travel time at a rate of \$205 per hour. The District will also reimburse SFC for all necessary and pre-approved travel expenses.

We look forward to continuing SFC's relationship with you and the Oakland Unified School District. Please call me with any comments or concerns on this proposed contract.

Sincerely,



Alexander R. Murdoch
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/2025

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).

PRODUCER RSC Insurance Brokerage, Inc. PO BOX 818078 Cleveland OH 44181	CONTACT NAME: Lee Lebherz PHONE (A/C, No, Ext): (650) 425-3023 FAX (A/C, No): (650) 762-0490 E-MAIL ADDRESS: llebherz@risk-strategies.com
INSURED School Facility Consultants 1303"J"Street, Suite 500 Sacramento CA 95814	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Ins Co INSURER B: Republic Indemnity Company of California INSURER C: Landmark American Ins Co INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL251719163**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL A.I. Form SL3032 0621 <input checked="" type="checkbox"/> GL PNC & WOS Form SL0000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		57SBABJ5EGL	03/01/2025	03/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			57SBABJ5EGL	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Phys Dmg \$ \$50K/\$1K Ded
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> Y	N / A	17510719	04/30/2025	04/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WOS Upon Request E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (E&O)			LHR863877	01/06/2025	01/06/2026	Each Claim: \$2,000,000 Aggregate: \$2,000,000 Deductible: \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by contract, Form #SL0000 provides Primary wording and Waiver of Subrogation. Further, if required, 30 days notice except for 10 days on notices of cancellation, CA law.

THE FOLLOWING IS ENDORSED AS ADDITIONAL INSURED: Oakland Unified School District and its agents, representatives, officers, consultants, employees, Board of Trustees, and members of the Board of Trustees.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District 955 High Street Oakland CA 94601	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 <i>Ms. Lee Lebherz</i>
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Declarations: Business Liability Coverage Part

CONTINUED

ADDITIONAL INSURED SCHEDULES			
Form Number	Form Name	Additional Insured Name and Address	Location
			N/A
SL 30 42 10 18	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION		N/A
			N/A
		OAKLAND UNIFIED SCHOOL DISTRICT, ITS AGENTS, REPRESENTATIVES OFFICERS, CONSULTANTS, EMPLOYEES, BOARD OF TRUSTEES, AND MEMBERS OF THE BOARD OF TRUSTEES 955 HIGH ST, OAKLAND, CA 94601	N/A

ALL OTHER BUSINESS LIABILITY FORMS	
Form Number	Form Name
SL 20 46 10 18	EXCLUSION - DESIGNATED PROFESSIONAL SERVICES
SL 20 54 10 18	EXCLUSION - FUNGI, BACTERIA AND VIRUSES
SL 20 06 10 18	EXCLUSION - NUCLEAR ENERGY LIABILITY
SL 20 78 10 18	EXCLUSION - SILICA - BUSINESS LIABILITY COVERAGE FORM
SL 20 47 10 18	EXCLUSION - TESTING OR CONSULTING ERRORS AND OMISSIONS

BUSINESS LIABILITY COVERAGE PREMIUM:

* Price is subject to fees and surcharges. For more details, refer to Page 11

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Facilities Planning and Management Project	Site	918
Basic Directions			
Services cannot be provided until the contract is awarded by the Board <u>or</u> 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	School Facility Consultants	Agency's Contact	Alexander Murdoch				
OUSD Vendor ID #	003812	Title	Owner				
Street Address	1303 J Street, Suite 500	City	Sacramento	State	CA	Zip	95814
Telephone	916-441-5063	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	00918						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	7-1-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2026
		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)	\$190,000.00
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
9657/0000	Fund 21 Msr Y	210-9657-0-0000-8200-5825-918-9180-9906-9999-99999	5825	\$190,000.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature	Date Approved			
2.	OUSD General Counsel, Facilities				
	Signature <i>James Traber</i>	Date Approved	05/28/2025		
3.	Chief Systems & Services Officer				
	Signature <i>Preston Thomas</i> Preston Thomas (May 28, 2025 15:39 PDT)	Date Approved	05/28/2025		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			