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Introduction Date	06-24-2026
Enactment Number	
Enactment Date	



# Memo

**To** Board of Education

**From** Facilities Committee  
Valarie Bachelor, Chairperson  
Clifford Thompson  
Patrice Berry

**Board Meeting Date** June 24, 2026

**Subject** Program Management Services Agreement – Brailsford and Dunlavey, Inc. - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Program Management Services Agreement between the District and Brailsford and Dunlavey, Inc., Washington, DC, for the latter to provide bond program management, planning, coordination, and construction management services through the completion of the District's Measure J Bond Program and the commencement and implementation of the Measure Y Bond Program in the not to exceed amount of \$12,301,629.00, with work scheduled to commence on July 1, 2026, and scheduled to last until June 30, 2028, pursuant to the Agreement.

**Discussion** Consultant will provide Program Management Services for the District.

**LBP (Local Business Participation Percentage)** 33.5%

**Recommendation** Approval by the Board of Education of Program Management Services Agreement between the District and Brailsford and Dunlavey, Inc., Washington, DC, for the latter to provide bond program management, planning, coordination, and construction management services through the completion of the District's Measure J Bond Program and the commencement and implementation of the Measure Y Bond Program in the not to exceed amount of \$12,301,629.00, with work scheduled to commence on July 1, 2026, and scheduled to last until June 30, 2028, pursuant to the Agreement.

**Fiscal Impact**

**Attachments** Fund 21 Agreement  

- Proposal & Fee schedule
- Insurance Certificate



Oakland Unified School District  
Local Business Utilization



LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime	<b>Brailsford &amp; Dunlavey</b>	Bid Opening Date	
Project Name	Measure Y Bond Program Management	Time:	
Project Number	N/A	Project Manager:	
Proposed Total Contract Amount	\$ 12,301,629.00	Architect:	

BASE BID AMOUNT

Proposed Total LBU Amount (%) **33.5** %

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)	Total Amount of Contract (as a \$ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)								
<table border="1"> <tr> <td>Company Name</td> <td>Certifying Agency</td> </tr> <tr> <td><b>Colland Jang</b></td> <td><b>Port of Oakland</b></td> </tr> <tr> <td>Address, City/State</td> <td>Certification No. (if available)</td> </tr> <tr> <td>211 10th St. Suite 238, Oakland</td> <td>"Very Small LBE"</td> </tr> </table>	Company Name	Certifying Agency	<b>Colland Jang</b>	<b>Port of Oakland</b>	Address, City/State	Certification No. (if available)	211 10th St. Suite 238, Oakland	"Very Small LBE"	\$ 1,215,334.00	%	10.00 %	%
Company Name	Certifying Agency											
<b>Colland Jang</b>	<b>Port of Oakland</b>											
Address, City/State	Certification No. (if available)											
211 10th St. Suite 238, Oakland	"Very Small LBE"											
<table border="1"> <tr> <td>Company Name</td> <td>Certifying Agency</td> </tr> <tr> <td><b>Acumen</b></td> <td><b>SamTrans</b></td> </tr> <tr> <td>Address, City/State</td> <td>Certification No. (if available)</td> </tr> <tr> <td>7770 Pardee Lane, Suite 200, Oakland</td> <td></td> </tr> </table>	Company Name	Certifying Agency	<b>Acumen</b>	<b>SamTrans</b>	Address, City/State	Certification No. (if available)	7770 Pardee Lane, Suite 200, Oakland		\$ 2,602,634.00	%	21.00 %	%
Company Name	Certifying Agency											
<b>Acumen</b>	<b>SamTrans</b>											
Address, City/State	Certification No. (if available)											
7770 Pardee Lane, Suite 200, Oakland												
<table border="1"> <tr> <td>Company Name</td> <td>Certifying Agency</td> </tr> <tr> <td><b>Dabri &amp; Assoc</b></td> <td><b>Port of Oak / Alameda Ct</b></td> </tr> <tr> <td>Address, City/State</td> <td>Certification No. (if available)</td> </tr> <tr> <td>1203 Preservation Parkway, Suite 101, Oakland</td> <td></td> </tr> </table>	Company Name	Certifying Agency	<b>Dabri &amp; Assoc</b>	<b>Port of Oak / Alameda Ct</b>	Address, City/State	Certification No. (if available)	1203 Preservation Parkway, Suite 101, Oakland		\$ 43,394.00	0.50 %	%	%
Company Name	Certifying Agency											
<b>Dabri &amp; Assoc</b>	<b>Port of Oak / Alameda Ct</b>											
Address, City/State	Certification No. (if available)											
1203 Preservation Parkway, Suite 101, Oakland												
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Company Name	Certifying Agency											
<b>Layland Saylor</b>	<b>Alameda County</b>											
Address, City/State	Certification No. (if available)											
1629 Telegraph Ave, Oakland												
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Company Name	Certifying Agency											
Address, City/State	Certification No. (if available)											
<b>TOTAL PARTICIPATION</b>	\$ 4,130,407.00	<b>2.50</b> %	<b>31.00</b> %	<b>0.00</b> %								

**TIFFANY KNUCKLES**

APPROVAL - LBU Compliance Officer

NOTE: All Local Business Utilization documentation must be included with bid form at the time of bid opening.



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

**Legislative File ID No. 26-1547**

**Department: Division of Facilities Planning and Management**

**Vendor Name: Brailsford and Dunlavey, Inc.**

**Project Name: Program Management Services**

**Project No.: 00918**

**Contract Term: Intended Start: July 1, 2026      Intended End: June 30, 2028**

**Total Cost Over Contract Term: \$12,301,629.00**

**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?**

The District wishes to continue the services provided by Brailsford and Dunlavey, Inc., which was first selected to provide services through an RFP process that was issued on November 18, 2020.

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

Brailsford and Dunlavey, Inc. will provide planning, coordination, and construction management through the completion of the District's Measure J and commencement of Measure Y Bond Programs.

**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?

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:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)

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

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This Measure Y Program Management Services Agreement (“Agreement”) is made and entered into effective **July 1, 2026** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Brailsford & Dunlavey, Inc.** (“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 , as described in Exhibit B to the Contractor’s Proposal dated June 2, 2026 (see attached as *Exhibit A*) and District staff augmentation for program management services. The District shall have the sole discretion to choose what services, if any, that are discussed in Exhibit A that Contractor shall perform.
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 **July 1, 2026**, and shall terminate upon completion of the Services, but no later than **June 30, 2028** (“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.** The District 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 **Twelve Million Three Hundred One Thousand Six Hundred Twenty-Nine Dollars (\$12,301,629.00)** 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 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 **Twelve Million Three Hundred One Thousand Six Hundred Twenty-Nine Dollars (\$12,301,629.00)** not to exceed 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 **Two Hundred Fifty Thousand Dollars (\$250,000.00)**, 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.  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 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.
28. **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.
29. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."
30. **Forms.** The following forms, attached hereto as *Exhibit C*, are incorporated into the contract:
  - 
  - Fingerprinting Notice and Acknowledgement.
  - Iran Contracting Act Certification.
  - Workers' Compensation Certification.
  - Drug-Free Workplace 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.

31. **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.


**Oakland Unified School District**

\_\_\_\_\_  
Jennifer Brouhard, President,  
Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Denise Gail Saddler, Ed.D.  
Interim Superintendent &  
Secretary Board of Education

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Preston Thomas, Chief Systems & Services  
Officer

**06/12/2026**

\_\_\_\_\_  
Date

*Sarah Polito*

\_\_\_\_\_  
Sarah Polito, Esq.  
Counsel, OUSD

**6/12/26**

\_\_\_\_\_  
Date

**Brailsford & Dunlavey**

*Willard L. Mangrum*

**6/11/2026**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Willard L. Mangrum, President

**EXHIBIT A**

**Exhibit B to the Contractor's Proposal**  
**(Scope of Work)**

## Exhibit B

### SECTION 2. RESPONSIBILITIES OF PROGRAM MANAGER

#### 2.1 CAPITAL PROGRAM MANAGEMENT AND ADVICE

**2.1.1 Master Planning and Scope Optimization:** Review the District’s Facilities Master Plan (FMP). Advise and support the Department with necessary supplemental studies to the FMP including but not limited to educational adequacy assessments, ADA transition planning, and capacity/utilization modeling. When required, advise and recommend strategies and/or manage the procurement and delivery of these studies from initiation through completion. Advise and recommend to the Department optimal phasing, packaging, and sequencing strategies to maximize budget and staffing efficiency, mitigate schedule risks, and determine potential cost-saving approaches to project construction. Lead the development of defined, actionable scopes of work for all projects, including logistical plans for interim housing and deferred maintenance.

**2.1.2 Financial and Bond Program Controls:** Advise the Department’s accounting team on industry’s best practices for developing and monitoring the Bond Program Spending Plan. Develop and maintain the Bond Program spending plan in collaboration with the Department’s accounting team. Review, update, and validate cost estimates in the FMP to conduct regular project-level budget reconciliations. Update FMP cost estimates to ensure ongoing alignment with evolving District priorities and current market conditions.

**2.1.3 Stakeholder Communications and Governance:** Report to accountable school district committees or other mechanisms to periodically confirm alignment of ongoing capital program developments with evolving district priorities. Develop and execute the master project communication plan. Facilitate data-driven reporting to accountable District committees and the Board of Education. Provide strategic advice to support and guide public engagement incorporating project participants, District administration, site personnel, community, parents, and the Department website.

**2.1.4 Sustainability Program Management:** Support the Department’s sustainability initiatives. Provide data-driven recommendations on how the district’s sustainability policy should be applied to individual projects and program-wide initiatives. Lead the prioritization and coordination of the sustainability program by recommending funding coordination, program, and project execution.

#### 2.2 PROGRAM MANAGEMENT EXECUTION AND OVERSIGHT DUTIES

Establish and maintain standardized reporting systems and tools for program schedule, budget, and project status through the use of, but not limited to, the Project App, Kahua, Escape, and other technologies. Provide regular, data-driven reporting to the Department and District. Advise the Department's Executive Directors of Planning and Construction on the performance of assigned project teams (project e.g., project engineers, project managers, and construction managers) to verify progress against the Department's goals and established Key Performance Indicators (KPIs.)

**2.2.1 Project Delivery and Procurement Strategy:** Advise the District on optimal project delivery methods (e.g. Design-Bid-Build, Lease-Leaseback, Design-Build) and bid packaging strategies for Bond projects. Advise the Department during the procurement and negotiation of contracts for professional services such as architects, Project Inspectors, engineers, and CEQA consultants.

**2.2.2 Agency Coordination and Funding Strategy:** Coordinate the flow of communication between the project teams, Department, and state/regulatory agencies including the Division of the State Architect (DSA), California Department of Education (CDE,) Department of Toxic Substances (DTSC,) California Geological Survey (CGS,) Office of Public School Construction (OPSC,) and other necessary jurisdictions having authority (AHJ.) Manage the integration of CEQA and other regulatory requirements into the master program schedule. Advise the Department on substantial schedule changes. Advise and coordinate with the Department on applications for state funding and grants.

**2.2.3 Program Visioning and Alignment:** Participate in planning workshops. Prepare for and attend meetings with site committees and Bond Oversight Committees as the District's trusted advisor. Provide training to District staff and Board of Education specifically regarding the use of the program's standardized reporting tools, systems, and communication protocols.

## **2.3 MONITORING AND OVERSIGHT OF CONSTRUCTION MANAGERS**

The Program Manager serves strictly as a technical advisor to the Department regarding program-level alignment, schedule, and budget. The Program Manager will review, analyze, and evaluate project deliverables and data submitted by the Construction Managers. The Program Manager assumes no contractual authority, liability, or responsibility for the direct management, supervision, or performance outcomes of the Construction Managers, their subcontractors, or District staff. In this advisory capacity, the Program Manager will conduct proactive risk assessments of the provided program data to identify potential schedule slippage, budget variances, or delivery failures. Upon identifying forecast risks, or upon observing active deviations from established Key Performance Indicators (KPIs), the Program Manager will promptly advise the Department and recommend mitigation strategies or corrective actions for the Department's execution.

**2.3.1 Planning-Design Incubator (PDI) Phase Management** The Program Manager shall facilitate the District's Planning-Design Incubator (PDI) phase to establish strategic alignment, mitigate downstream risks, and clarify scope prior to project authorization. The Program Manager will conduct stakeholder needs assessments and draft a comprehensive Project Charter for each initiated project. This Charter shall define the validated scope, total project budget, baseline schedule, project delivery method, state funding strategy, sustainability goals, and risk mitigation plans. The Program Manager will submit the draft Charter to the Department for final approval and, upon approval, facilitate a formal Project Kickoff Meeting to transition the guiding document to the execution team.

### **2.3.2 Design Phase Management**

Review architectural design milestones to evaluate their alignment with the Department's educational specifications, design specifications, project charters, and established budgets. Review and analyze the Construction Manager's submitted deliverables, including but not limited to constructability reviews, cost estimates, value engineering options, and bid packaging strategies. Provide monthly, data-driven reporting to the Department on design phase progress, explicitly identifying forecast budget variances, schedule delays, or scope misalignment for the Department's review and action.

### **2.3.2 Pre-Construction and Bidding Phase**

Maintain and update the master program schedule and program-level budgets utilizing project-specific data provided by the Construction Managers. Represent and advise the Department during pre-bid and pre-construction meetings with the Construction Manager. Review and evaluate the Construction Manager's execution of contractor prequalification, bidding procedures, and contract coordination to verify compliance with District procurement standards.

### **2.3.3 Construction Phase**

Evaluate the Construction Manager's administration of the general contractor's work. Review project-level schedule and cost reporting, document program-level progress, and advise the Department on forecast risks and mitigation strategies. Participate in Owner-Architect-Contractor (OAC) project meetings to audit overall project health, specifically reviewing the Construction Manager's processing of payment applications, management of change orders, and tracking of Requests for Information (RFIs).

### **2.3.4 Post-Construction Phase**

Evaluate the Construction Manager's execution and completion of punch lists. Review the Construction Manager's coordination of project closeout requirements and verify the collection and turnover of required warranties. Advise Department staff

on facility turnover, operations integration, and final project closeout procedures, including the reconciliation of final project costs against the Spending Plan.

## **2.4 COMMUNICATIONS & PUBLIC ENGAGEMENT ADVISEMENT, PLANNING, EXECUTION, AND MANAGEMENT**

### **2.4.1 Major Project Outreach and Engagement**

In accordance with Board Policy 7155 and the updated Major Projects Engagement Process, assist in overseeing and coordinating activities across each phase of major projects. Assist in managing activities such as town halls, Planning Advisory Committee (PAC) meetings, internal check-ins, touchpoints with the surrounding community and school community, and communications channels to inform stakeholders of all opportunities to provide feedback and engage. Manage the ongoing refinement of the Major Projects Engagement Process and related reporting. Manage the development of communication channels advertising opportunities to be involved, project updates, and meeting summaries. Ensure accountability for activities being completed in a timely manner within each project phase, coordinate collaboration between PMs, engagement and communication, and account for all community outreach efforts in the program update reports.

### **2.4.2 Bond Measure Program Strategic Communication Planning, Execution, and Management**

Plan, develop, and refine communications strategies to share updates, news, and other information on major projects and district-wide and special initiatives via the program website, Parent Square notices, videos, and reports. Advise and coordinate the design, development, and dissemination of communications tools, including but not limited to surveys, presentations, reports, and construction banners. Manage the application of the Program brand across all materials. Provide timely, concise construction notices and advice on developing crisis responses. Collaborate with OUSD's Office of Communications & Public Affairs on advertising major public events and creating public awareness campaigns. Continue managing the Facilities Planning & Management microsite ([ousd.org/facilities](http://ousd.org/facilities)). Generate stories, reports, and infographics to inform stakeholders about project updates, opportunities, major public events, sustainability, CBOC, and more. Provide copyediting assistance to Program leadership across communications materials. Advise on messaging and approaches for communicating with various stakeholder groups.

### **2.4.3 Project Management Report Outputs**

Manage the consolidation and export of project updates. This includes refining field content, coordinating with an IT specialist to apply application updates, sending reminders to PMs to upload reports, compiling update content for Leadership's

review, and exporting professionally designed reports tailored to the Program's reporting needs.

#### **2.4.4 Bond Measure Program Summer Internship Program Advisement and Coordination**

Assist in the continued growth of OUSD Facilities' Bond Measure Summer Internship Program, which provides Oakland high school students with real-world work experience related to efforts brought about by the Bond Measure to modernize and improve schools across the district. Assist in managing the partnership between Facilities and ECCCO Program's resources. Manage documentation of interns' experiences, successes, and opportunities to increase overall participation from students and external firms. Advise Program leads on key planning and coordination to be completed along a timeline to maintain a timely flow of planning, recruiting, interviewing, and hiring. Assist with the continued expansion of opportunities and report on successes to key stakeholder groups, such as OUSD's Board of Directors.

#### **2.4.5 State of the Bond Awareness Campaign Development and Management**

Develop and manage a 'State of the Bond' awareness campaign that keeps internal and external OUSD stakeholders informed about Facilities' thoughtful stewardship of the Bond. Partner with Facilities Leadership to identify themes, content, and timeline, as well as the anticipated call to action. Develop compelling communications that highlight the deep impacts of school modernization and district-wide initiatives on Oakland's communities. Create and maintain campaign components, such as reports, microsites, one-pagers, and collateral materials, to share Program progress and success and to build continued trust and participation across the OUSD community.

**EXHIBIT B**

**Fee Schedule/Hourly Rates**  
**(Exhibit A to the Contractor's Proposal)**



Brailsford & Dunlavey, Inc.  
101 Metro Drive, Suite 330, San Jose, CA 95110  
phone 510.858.6500

**Exhibit A - Detailed Pricing Proposal**

Oakland Unified School District										
Program Management Services										
Period of Performance July 1, 2026 to June 30, 2027										
Position	Individual	Firm	Hourly Rate	Hours / Year	Level of Effort	Hours	Subtotal	LBU Participation	SLBE	FTE Percentage
<b>PROGRAM</b>										
Partner in Charge	Willard Mangrum	Brailsford & Dunlavey	\$448	1,792	10%	179.2	\$80,344			
Program Executive	Mark Newton	Brailsford & Dunlavey	\$448	1,792	30%	537.6	\$241,033			60% 3 m/20% 9 m
Deputy Director (Start Aug 2026)	TBD	Brailsford & Dunlavey	\$236	1,792	100%	1792	\$422,912			100% 9 m
Program Director- Planning and Design	Tyler Taylor (R)	Brailsford & Dunlavey	\$347	1,792	50%	896	\$310,464	\$310,464		
Construction Director	Ola Gbadamosi	Brailsford & Dunlavey	\$347	1,792	50%	896	\$310,464			
Procurement Advisory Support	Colland Jang	Colland Jang Architecture	\$244	1,792	100%	1792	\$436,531		\$436,531	
Project Engineer	Megan Phuong (R)	Brailsford & Dunlavey	\$179	1,792	100%	1792	\$319,872	\$319,872		
Design Project Engineer	TBD	Brailsford & Dunlavey	\$179	1,792	100%	1792	\$320,768	\$320,768		
Program Controls	Fanny Hu	Brailsford & Dunlavey	\$194	1,792	100%	1792	\$348,096			
<b>SUBTOTAL</b>							<b>\$2,790,484</b>			
<b>COMMUNITY AND PUBLIC ENGAGEMENT</b>										
CPE Sr Director	Karen Summerville	Brailsford & Dunlavey	\$279	1,792	24%	430.1	\$119,992			30% 1 m/ 10% 3 m/ 10% 8 m
CPE Sr Manager	TBD	Brailsford & Dunlavey	\$245	1,792	80%	1433.6	\$351,232			60% 8 m
CPE Specialist	TBD (R)	Brailsford & Dunlavey	\$204	1,792	100%	1792.0	\$365,568			100% 9 m
							<b>\$836,792</b>		\$0	
<b>SUSTAINABILITY TEAM</b>										
Program Sustainability PM	Hannah Press	Brailsford & Dunlavey	\$212	1,792	50%	896	\$190,042			
Program Sustainability Assistant	Oliva Boitano (R)	Brailsford & Dunlavey	\$165	1,792	60%	1075.2	\$177,247	\$177,247		
<b>SUBTOTAL</b>							<b>\$367,288</b>			
<b>PROJECT/ CONSTRUCTION MANAGEMENT TEAM</b> (Currently managing CCPA, Roosevelt, CalFire Program, Lead Abatement, Fire and Intrusion Alarms)										
Senior Project Manager	Kyle Brewer (R)	Brailsford & Dunlavey	\$236	1,792	100%	1792	\$423,360	\$423,360		
Project Engineer	Daniel Ortiz	Acumen	\$173	1,792	100%	1792	\$310,464		\$310,464	
Project Engineer	Thuy Tu	Acumen	\$184	1,792	100%	1792	\$329,728		\$329,728	
Project Assistant Estimator	Emiliano Vinuya	Colland Jang Architecture	\$212	1,792	100%	1792	\$379,904		\$379,904	
Industrial Hygenists	TBD	Acumen	\$175	1,792	100%	1792	\$313,600		\$313,600	
Industrial Hygenists	TBD	Acumen	\$175	1,792	100%	1792	\$313,600		\$313,600	
<b>SUBTOTAL</b>							<b>\$2,070,656</b>			
<b>FEE TOTAL</b>							<b>\$6,065,221</b>			
<b>ALTERNATIVE SERVICES</b>										
Program Scheduler	Doonique Kaur	Dabri & Associates	\$205	1,792	30%	537.6	\$110,074	\$110,074		
Project Estimator	Brad Saylor	Leyland Saylor & Associates	\$236	1,792	5%	89.6	\$21,168	\$21,168		
Project App/ Deferred Main Plan	Misc	Brailsford & Dunlavey					\$150,000			
Project Constructability Reviews	Dennis Owens	Colland Jang Architecture	\$207	1,792	0%	0	\$0		\$0	
Reimbursable Expenses	Misc	Brailsford & Dunlavey					\$125,000	\$1,682,952	\$2,083,827	\$0
<b>Subtotal Program Services</b>							<b>\$6,471,463</b>	<b>26%</b>	<b>32%</b>	<b>58%</b>



Brailsford & Dunlavey, Inc.  
101 Metro Drive, Suite 330, San Jose, CA 95110  
phone 510.858.6500

**Exhibit A - Detailed Pricing Proposal**

Oakland Unified School District									
Program Management Services									
Period of Performance July 1, 2027 to June 30, 2028									
Position	Individual	Firm	Hourly Rate	Hours / Year	Level of Effort	Hours	Subtotal	LBU Participation	SLBE
<b>PROGRAM</b>									
Partner in Charge	Willard Mangrum	Brailsford & Dunlavey	\$471	1,792	10%	179.2	\$84,362		
Program Executive	Mark Newton	Brailsford & Dunlavey	\$471	1,792	10%	179.2	\$84,362		
Deputy Director (Start Aug 2026)	TBD	Brailsford & Dunlavey	\$248	1,792	100%	1792	\$444,058		
Program Director - Planning & Design	Tyler Taylor (R)	Brailsford & Dunlavey	\$364	1,792	25%	448	\$162,994	\$162,994	
Construction Director	Ola Gbadamosi	Brailsford & Dunlavey	\$364	1,792	50%	896	\$325,987		
Procurement Advisory Support	Colland Jang	Colland Jang Architecture	\$256	1,792	0%	0	\$0		\$0
Project Engineer	Megan Phuong (R)	Brailsford & Dunlavey	\$187	1,792	100%	1792	\$335,866	\$335,866	
Design Project Engineer	TBD	Brailsford & Dunlavey	\$187	1,792	100%	1792	\$335,104	\$335,104	
Program Controls	Fanny Hu	Brailsford & Dunlavey	\$204	1,792	100%	1792	\$365,501		
<b>SUBTOTAL</b> TBD+C15:K							<b>\$2,138,232</b>		
<b>COMMUNITY AND PUBLIC ENGAGEMENT</b>									
CPE Sr Director	Karen Summerville	Brailsford & Dunlavey	\$293	1,792	14%	250.9	\$73,508		
CPE Sr Manager	TBD	Brailsford & Dunlavey	\$257	1,792	79%	1415.7	\$363,830		
CPE Specialist	TBD (R)	Brailsford & Dunlavey	\$214	1,792	100%	1792.0	\$383,488		
							<b>\$820,826</b>		\$0
<b>SUSTAINABILITY TEAM</b>									
Program Sustainability PM	Hannah Press	Brailsford & Dunlavey	\$223	1,792	50%	896	\$199,544		
Program Sustainability Assistant	Oliva Boitano (R)	Brailsford & Dunlavey	\$214	1,792	60%	1075.2	\$230,093	\$230,093	
<b>SUBTOTAL</b>							<b>\$429,636</b>		
<b>PROJECT/ CONSTRUCTION MANAGEMENT TEAM</b> (Currently managing CCPA, Roosevelt, CalFire Program, Lead Abatement, Fire and Intrusion Alarms, Information Technology)									
Senior Project Manager	Kyle Brewer (R)	Brailsford & Dunlavey	\$248	1,792	100%	1792	\$444,528	\$444,528	
Project Engineer	Daniel Ortiz	Acumen	\$182	1,792	100%	1792	\$325,987		\$325,987
Project Engineer	Thuy Tu	Acumen	\$193	1,792	100%	1792	\$346,214		\$346,214
Project Assistant Estimator	Emiliano Vinuya	Colland Jang Architecture	\$223	1,792	100%	1792	\$398,899		\$398,899
Industrial Hygenist	TBD	Acumen	\$185	1,792	100%	1792	\$331,520		\$331,520
Industrial Hygenist	TBD	Acumen	\$185	1,792	100%	1792	\$331,520		\$331,520
Project Constructability Reviews	Dennis Owens	Colland Jang Architecture	\$184	1,792	0%	0	\$0		\$0
<b>SUBTOTAL</b>							<b>\$2,178,669</b>		
<b>FEE TOTAL</b>							<b>\$5,567,363</b>		
<b>ALTERNATIVE SERVICES</b>									
Program Scheduler	Doonique Kaur	Dabri & Associates	\$215	1,792	30%	537.6	\$115,577	\$115,577	
Project Estimator	Brad Saylor	Leyland Saylor & Associates	\$248	1,792	5%	89.6	\$22,226	\$22,226	
Student Internship	TBD	OUSD HS Internship - 3 Indiv	\$110	1,792	85%	1523.2	\$167,552		
							\$0		
Reimbursable Expenses	Misc	Brailsford & Dunlavey					\$125,000	\$1,646,388	\$1,734,141
<b>Subtotal Program Services</b>							<b>\$5,830,166</b>	<b>28%</b>	<b>30%</b>
									<b>58%</b>

**EXHIBIT C**

**Certifications**

**WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700, in relevant part, provides:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Brailsford & Dunlavey  
Name of Contractor

Willard L. Mangrum  
Signature

Willard L. Mangrum  
Print Name

6/11/2026  
Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

**DRUG-FREE WORKPLACE CERTIFICATION**

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The person's or organization's policy of maintaining a drug-free workplace;
  - (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - (4) The penalties that may be imposed upon employees for drug abuse Violations;
- (c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Brailsford & Dunlavy  
Name of Contractor

Willard L. Mangrum  
Signature

Willard L. Mangrum, President  
Print Name

6/11/2026  
Date

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code sections 2202-2208)**  
**(To be Executed by Bidder and Submitted With Bid)**

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i> Brailsford & Dunlavey, Inc.		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i> <i>Willard L. Mangrum</i>		52-1847085
<i>Printed Name and Title of Person Signing</i> Willard L. Mangrum, President		
<i>Date Executed</i> 6/11/2026	<i>Executed in</i> State of Maryland	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT**  
**FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET**  
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as Willard L. Mangrum [*insert "owner" or officer title*] of President  
[insert name of business entity], have read the foregoing and agree that \_\_\_\_\_  
Brailsford & Dunlavey [*insert name of business entity*] will comply with the requirements of Education  
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 6/11/2026

Name: Willard L. Mangrum

Signature: Willard L. Mangrum

Title: President

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.





Umbrella Liability coverage excess over General Liability, Automobile Liability, and Employers Liability coverage. 30-day Notice of Cancellation provided for General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies in accordance with policy terms and conditions.

Business Auto - Policy Number: PSA0001125 RLI Insurance Company

Effective: 1/1/2026 - 1/1/2027

Name Insured: Brailsford & Dunlavey, Inc.

This endorsement modifies insurance provided under the following: of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

#### BUSINESS AUTO COVERAGE FORM

##### graph A.1. Who Is An Insured Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

##### B. Employees As Insureds

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

##### C. Blanket Additional Insured

The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in SECTION II – COVERED AUTOS LIABILITY COVERAGE.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

##### D. Blanket Waiver Of Subrogation

The following is added to the SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out

##### E. Employee Hired Autos

1. The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph 5.b. of the Other Insurance Condition in the BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

##### F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

##### G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the PHYSICAL DAMAGE COVERAGE section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;

Auto Policy Number: PSA0001125

RLI Insurance Company

Effective: 1/1/2026 - 1/1/2027

Name Insured: Brailsford & Dunlavey, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack® NOTICE OF CANCELLATION OR NONRENEWAL – DESIGNATED PERSON OR ORGANIZATION

### Schedule

Designated Person or Organization:

As per schedule to be provided upon request

Email Address:

US Mail Address:

,

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

(This agreement applies only to the extent that you perform work under a written contract that requires you to obtain

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 1/1/2026  
Insured  
Brailsford & Dunlavey, Inc.  
Insurance Company  
RLI Insurance Company

Policy No.  
PSW0001703

Endorsement No.

Countersigned by \_\_\_\_\_

WC 00 03 13  
(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack® NOTICE OF CANCELLATION OR NONRENEWAL – DESIGNATED PERSON OR ORGANIZATION

### Schedule

Designated Person or Organization:

As per schedule to be provided upon request

Email Address:

US Mail Address:

CA

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

SECTION III – COMMON POLICY CONDITIONS

Paragraph K.2. Transfer of Rights of Recovery Against Others to Us (BUT APPLICABLE ONLY TO SECTION II – LIABILITY) is deleted and replaced by the following:

2. Applicable to Business Liability Coverage:

We waive any rights of recovery we may have against any person or organization because of payments we make for “bodily injury”, “property damage”, “personal injury and advertising injury” arising out of:

- a. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;

- b. Ongoing and completed operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
- c. Your “work”; or
- d. “Your products”.

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before the “bodily injury” or “property damage” occurs or the “personal and advertising injury” offense is committed.

WC Policy Number: PSW0001703  
Name Insured: Brailsford & Dunlavey, Inc.  
Effective: 1/1/2026 - 1/1/2027

RLI Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RLIPack® NOTICE OF CANCELLATION OR NONRENEWAL – DESIGNATED PERSON OR ORGANIZATION**

### **Schedule**

Designated Person or Organization:

As per schedule to be provided by agency upon request.

Email Address:

US Mail Address:

DC

If we cancel or chose to nonrenew this policy for any reason other than nonpayment of premium we will provide written notice at least (30) days before the effective date of the cancellation or nonrenewal to the designated person or organization in the above schedule.

Such notice will be sent via the US mail address or E-mail address listed above. Proof of mailing or e-mailing will be sufficient proof of notice.

Name Insured: Brailsford & Dunlavey, Inc.  
GL Policy Number: PSB0003063  
Effective: 1/1/2026 - 1/1/2027

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in D. Liability And Medical Expenses Limits of Insurance.

3. The following is added to SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Name Insured: Brailsford & Dunlavey, Inc.  
GL Policy Number: PSB0003063  
Effective: 1/1/2026 - 1/1/2027

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following: BUSINESSOWNERS

### COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a written contract or written agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
  - a. In the performance of your ongoing operations;
  - b. In connection with premises owned by or rented to you; or
  - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. This insurance does not apply on any basis to any person or organization who is specifically named as an additional insured by another endorsement to this policy.
  - b. This insurance does not apply to the rendering of or failure to render any "professional services".
  - c. This endorsement does not increase any of the limits of insurance stated in D. Liability And Medical Expenses Limits of Insurance.
3. The following is added to SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY) However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
  - a. The "bodily injury" or "property damage" for which coverage is sought occurs after you and all parties to the written contract or written agreement have signed that written contract or written agreement; or
  - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have and all parties to the written contract or written agreement have signed that written contract or written agreement.
4. The following is added to SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a written contract or written agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a written contract or written agreement with such person or organization signed by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

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

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

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

<b>Contractor Name</b>	Brailsford & Dunlavy	<b>Agency's Contact</b>	Willard Mangrum
<b>OUSD Vendor ID #</b>	000758	<b>Title</b>	Vice President
<b>Street Address</b>	1220 19 <sup>th</sup> Street, NW Ste. 400	<b>City</b>	Washington
<b>Telephone</b>	202-306-9445	<b>State</b>	DC
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Worked as an OUSD employee?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>OUSD Project #</b>	00918	<b>Zip</b>	20036

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	07-01-2026	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	06-30-2028
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$12,301,629.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	


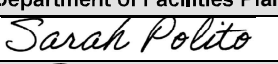

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9657/0000	Fund 21/ Measure Y	210-9657-0-0000-8500-6289-918-9180-9906-9999-99999	6289	\$12,301,629.00

### Approval and Routing (in order of approval steps)

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director of Construction</b>				
	<b>Signature</b> 			<b>Date Approved</b>	
	<a href="#">Sele Nadel-Hayes (Jun 12, 2026 15:38:26 PDT)</a>				
2.	<b>Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b> 			<b>Date Approved</b>	6/12/26
3.	<b>Chief Systems and Services Officer</b>				
	<b>Signature</b> 			<b>Date Approved</b>	06/12/2026
	<a href="#">Preston Thomas (Jun 12, 2026 15:29:19 PDT)</a>				
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>			<b>Date Approved</b>	
5.	<b>President, Board of Education</b>				
	<b>Signature</b>			<b>Date Approved</b>	

## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.











# 26-1547 B & D

Final Audit Report

2026-06-12

Created:	2026-06-12
By:	Myra Segovia (myra.segovia@ousd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATCFX8yr-8c8oZkzQWAlmE4-4RCCu0keE

## "26-1547 B & D" History

-  Document created by Myra Segovia (myra.segovia@ousd.org)  
2026-06-12 - 10:12:55 PM GMT
-  Document emailed to Preston Thomas (preston.thomas@ousd.org) for signature  
2026-06-12 - 10:14:57 PM GMT
-  Email viewed by Preston Thomas (preston.thomas@ousd.org)  
2026-06-12 - 10:28:53 PM GMT
-  Document e-signed by Preston Thomas (preston.thomas@ousd.org)  
Signature Date: 2026-06-12 - 10:29:19 PM GMT - Time Source: server - Signature Appearance Selected: DRAW
-  Document emailed to Sele Nadel-Hayes (sele.nadelhayes@ousd.org) for signature  
2026-06-12 - 10:29:22 PM GMT
-  Email viewed by Sele Nadel-Hayes (sele.nadelhayes@ousd.org)  
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-  Document e-signed by Sele Nadel-Hayes (sele.nadelhayes@ousd.org)  
Signature Date: 2026-06-12 - 10:38:26 PM GMT - Time Source: server - Signature Appearance Selected: DRAW
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2026-06-12 - 10:38:26 PM GMT