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Enactment Date	5/13/15 <i>OT</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
By: Mia Settles-Tidwell, Chief Operations Officer *MST*  
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

**Board Meeting Date** May 13, 2015

**Subject** Pre-Construction Lease Leaseback Agreement- Arntz/Focon Joint Venture, Inc. - Madison Middle School Expansion New Construction Project

**Action Requested** Approval by the Board of Education of an Pre-Construction Lease Leaseback Agreement with Arntz/Focon Joint Venture, Inc. for Pre-Construction Services on behalf of the District at the Madison Middle School Expansion New Construction Project, in an amount not-to exceed \$162,120.00. The term of this Agreement shall commence on May 13, 2015 and shall conclude no later than November 22, 2016.

**Background** Lease Lease-back construction contractors provide construction expertise during design which allows OUSD greater control over the construction schedule and costs.

**Discussion** District and Developer intend to enter into lease/leaseback arrangements for the development of the Project pursuant to Education Code section 17406 ("Lease Agreements") after Developer's performance of its duties and obligations pursuant to this Agreement and pending both the approval of the Plans and Specifications by the California Division of State Architect ("DSA") and after approval by the District and Developer of the Lease Agreements.

**LBP (Local Business Participation)** 50.00%

**Recommendation** Approval by the Board of Education of an Pre-Construction Lease Leaseback Agreement with Arntz/Focon Joint Venture, Inc. for Pre-Construction Services on behalf of the District at the Madison Middle School Expansion New Construction Project, in an amount not-to exceed \$162,120.00. The term of this Agreement shall commence on May 13, 2015 and shall conclude no later than November 22, 2016.

**Fiscal Impact** Measure J

**Attachments**

- Pre-Construction Lease Lease-back Contract including scope of work
- Consultant Proposal
- Certificate of Insurance

**AGREEMENT FOR PRELIMINARY SERVICES (PRECONSTRUCTION SERVICES)  
BETWEEN  
OAKLAND UNIFIED SCHOOL DISTRICT  
AND  
ARNTZ/FOCON A JOINT VENTURE  
FOR THE  
MADISON MIDDLE SCHOOL EXPANSION NEW CONSTRUCTION PROJECT, OAKLAND  
CA**

This Agreement for Preliminary Services (Preconstruction Services) ("Agreement") is made and entered into this 1st day of December, 2014, between the **Oakland Unified School District**, a California public school district ("District") and **Arntz/Focon, a Joint Venture** ("Developer") for the purposes of providing preliminary services relating to the design and new construction of the Madison Middle School Expansion New Construction ("Project"). District and Developer may be individually referred to herein as "Party" and collectively referred to herein as "Parties."

**WHEREAS**, the Project will be located at the following school site as more particularly described in **Exhibit "B,"** attached hereto and incorporated herein by this reference ("Site(s)"):

- Madison Middle School, located at 400 Capistrano Drive Foothill Blvd, Oakland, CA 94603

**WHEREAS**, District and Developer intend to enter into lease/leaseback arrangements for the development of the Project pursuant to Education Code section 17406 ("Lease Agreements") after Developer's performance of its duties and obligations pursuant to this Agreement and pending both the approval of the Plans and Specifications by the California Division of State Architect ("DSA") and after approval by the District and Developer of the Lease Agreements.

**WHEREAS**, the District has selected Byrens Kim Design Works as the architects/engineers ("Architect(s)") of record for the Project;

**WHEREAS**, Developer desires to provide consulting services to the District with respect to other related services in preparation for the Project's development; and

**WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

**WHEREAS**, Developer represents that it is specially trained and has the expertise and experience to perform the services set forth in this Agreement; and

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. **Scope of Services.** Developer, as the District's development consultant and authorized representative, agrees to perform the services indicated in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services"). In providing the Services pursuant to this Agreement, Developer does not assume any responsibility for design, design errors, omissions or inconsistencies. The duties,

responsibilities and limitations of authority of Developer shall not be restricted, modified or extended without written agreement between the District and Developer.

2. **Construction Milestones.** The Parties intend to enter into the Lease Agreements on or about **April 22, 2015**. The Parties expect that the Project shall be completed on or before **November 22, 2016**.
3. **District's Responsibilities.** The District shall provide to Developer information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.
4. **Term.** The term of this Agreement ("Term") shall be Twenty-one (21) months from the date indicated above as the date of this Agreement. The Term may be shortened or lengthened by mutual agreement of the Parties or terminated as indicated herein.
5. **Submittal of Documents.** The Developer shall not commence the Services under this Agreement until the Developer has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Contract
<u>  X  </u>	Workers' Compensation Certification
<u>  X  </u>	Fingerprinting/Criminal Background Investigation Certification
<u>  X  </u>	Insurance Certificates and Endorsements

## 6. Termination

**6.1. Termination by Developer.** This Agreement may be terminated by Developer upon fourteen (14) days written notice to District in the event of an uncured substantial failure of performance by District, unless the District has acted to commence cure efforts in any case where a reasonable cure cannot be concluded within the 14 day notice period.

**6.2. Termination by District.** This Agreement may be terminated without cause by District upon fourteen (14) days written notice to Developer. In the event of a termination by District, the District shall pay Developer for all fully-documented Services performed and expenses incurred under this Agreement up until the date of notice of termination.

7. **Compensation to Developer.** District agrees to pay Developer an amount not-to-exceed **One hundred sixty two thousand, one hundred twenty dollars (\$162,120.00)**, for the performance of the Services contemplated by this Agreement, as indicated in **Exhibit "C" ("Services: Costs & Schedule")**.

**7.1.** Developer shall be responsible for all costs and expenses including the costs of hiring sub-consultants and other professionals to perform the Services, travel expenses to the Project site as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Developer's staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Developer in performance of the Services contemplated by this Agreement. Developer shall submit the names

of all proposed subconsultants and subcontractors to District in writing for the District's prior approval.

- 8. Developer's Insurance.** Developer has in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance: **Commercial General Liability insurance:** \$1,000,000 for each occurrence and general aggregate with Products and Completed Operations Coverage; **Automobile Liability – Any Auto:** combined single limit of \$1,000,000; **Excess Liability insurance:** \$4,000,000; **Workers Compensation:** Statutory limits; **Employers' Liability:** \$1,000,000; and **Professional Liability (Errors and Omissions):** \$1,000,000. Developer shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for the worker's compensation and professional liability Insurance policies, the District shall be named as an additional insured on all policies. Developer's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. All policies, except for professional liability, shall be written on an occurrence form. Developer shall not allow any sub-consultant, subcontractor, employee, or agent to commence work on this Agreement or any subcontract until the insurance required of Developer, subcontractor, or agent has been obtained.
- 9. Indemnity.** To the furthest extent permitted by California law, Developer shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Developer, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or this Agreement, including without limitation the payment of all consequential damages.
- 10. Independent Developer.** Developer, in the performance of this Contract, shall be and act as an independent Developer. Developer understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Developer 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 Developer's employees. In the performance of the work herein contemplated, Developer is an independent Developer or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
- 11. Designated Representatives.** The Developer shall coordinate with District personnel and/or its designated representatives as may be requested and desirable.
- 12. Audit.** Developer shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all

business operations of Developer transacted under this Agreement. Developer shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Developer shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Developer and shall conduct audit(s) during Developer's normal business hours, unless Developer otherwise consents.

**13. Confidentiality.** The Developer and all Developer's agents, personnel, employee(s), subconsultants and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Developer understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**14. Performance of Services.**

**14.1. Standard of Care.** Developer shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Developer's failure to perform any of the Services furnished under this Agreement to the standard of care of Developer for its Services, which shall be, at a minimum, the standard of care of a Developer performing similar work for California school districts at or around the same time and in or around the same geographic area of the District.

**14.2. District Approval.** The work completed herein must meet the approval of the District.

**15. Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE).**

Developer shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

**16. Assignment.** The obligations of the Developer pursuant to this Agreement shall not be assigned by the Developer.

**17. Compliance with Laws.** Developer shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances, regulations, and guidelines. Developer shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Developer observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Developer shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated

effective upon Developer's receipt of a written termination notice from the District. If Developer performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Developer shall bear all costs arising therefrom.

- 18. Certificates/Permits/Licenses.** Developer and all Developer's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 19. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Developer agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Developer agrees to require like compliance by all its subcontractor(s).
- 20. Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Developer's performing of any portion of the Services.
- 21. No Third Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Developer.
- 22. District's Evaluation of Developer and Developer's Employees and/or Subcontractors.** The District may evaluate the Developer in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 22.1.** Requesting that District employee(s) evaluate the Developer and the Developer's employees and subcontractors and each of their performance.
  - 22.2.** Announced and unannounced observance of Developer, Developer's employee(s), and/or subcontractor(s).
  - 22.3.** Developer agrees to remove or re-assign its employees as may be reasonably requested by the District as a result of the District's evaluation. The District shall provide its request in writing, convey the basis for its request and provide reasonable time for Developer to satisfy the District's request.
- 23. Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

24. **Disputes.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Developer shall neither rescind the Agreement nor stop performing Services.
25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

**District:**

Oakland Unified School District  
955 High Street  
Oakland, CA 94601

**Attn: Tadashi Nakadegawa**

**Developer:**

Arntz/Focon Joint Venture, Inc.  
19 Pamaron Way  
Novato, CA 94949

**Attn: David Arntz**

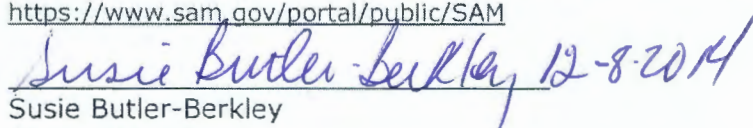
Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States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

26. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

- 32. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 33. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 34. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 35. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 36. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 37. Lease Agreements.** In no event shall either party be obligated to enter into the Lease Agreements. District reserves the right to enter into the Lease Agreements with parties other than Developer. Developer has not received any assurances or guarantee that Developer will be awarded the Lease Agreements or any other contract related to the Project. District shall not be responsible to Developer for any claims or damages resulting from District's failure to enter into the Lease Agreements with Developer.
- 38. Ownership of Product.** It is mutually agreed that all materials prepared by Developer under this Agreement will be the property of the District and Developer shall have no property rights therein whatsoever. Developer hereby irrevocably assigns, conveys, and transfers to District any and all of Developer's right, title, and interest to any copyrights associated with the materials that will be prepared pursuant to the Agreement. Immediately upon termination of this agreement and District's written request, the District shall be entitled to, and Developer shall deliver to District, all data, drawings, specifications, reports, estimates, summaries, and other such materials and commissions as may have been prepared or accumulated to date by the District in performing the Agreement which is not Developer's privileged information, (the "Termination Material") as defined by law, or Developer's personnel information.

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

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

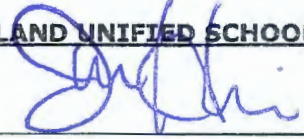
  
Susie Butler-Berkley  
Contract Analyst





ACCEPTED AND AGREED on the date indicated below:

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_ 5/14/15  
Date

James Harris, President, Board of Education  
\_\_\_\_\_ 5/14/15  
Date

Antwan Wilson, Superintendent & Secretary, Board of Education  
\_\_\_\_\_ Date

  
\_\_\_\_\_ 3/24/15  
Date

Lance Jackson, Interim Deputy Chief, Facilities  
Planning and Management  
Date

**DEVELOPER**

  
\_\_\_\_\_ 12/5/14  
Date

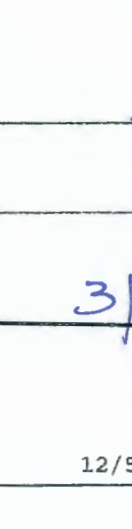
Arntz/Focon JV  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_ 12.10.14  
Date

OUSD Facilities Legal Counsel  
Date

File ID Number: 15-0640  
Introduction Date: 5/13/15  
Enactment Number: 15-0589  
Enactment Date: 5/13/15  
By: o/s

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Office of General Counsel  
**APPROVED FOR FORM & SUBSTANCE**  
By:   
Attorney at Law

**Information regarding Developer:**

Developer: Arntz/Focon JV

License No.: 954026

Address: 19 Pamaron Way  
Novato, CA 94949

Telephone: 415-382-1188

Facsimile: 415-883-3756

E-Mail: darntz@arntzbuilders.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: CA
- Limited Liability Company
- Other: \_\_\_\_\_

27-3894439 :  
Employer Identification and/or Social  
Security Number

**NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: 12/5/14

Name of Developer or Company: Arntz/Focon JV

Signature: 

Print Name and Title: David Arntz Partner & Vice President

(In accordance with Article 5 - commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Agreement for Preliminary Services ("Agreement"):

**[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Developer's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Developer's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Developer for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: \_\_\_\_\_  
District Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_


The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Developer's services under this Agreement and Developer certifies its compliance with these provisions as follows: *"Developer certifies that the Developer has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Developer's employees, subDevelopers, agents, and subDevelopers' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent Developers of the Developer, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Developer's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- The installation of a physical barrier at the worksite to limit contact with pupils.
- Continual supervision and monitoring of all Developer's on-site employees of Developer by an employee of Developer, Kyle French, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: \_\_\_\_\_  
District Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

**[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.]** I am a representative of the Developer entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Developer.

Date: 12/5/14  
Name of Developer or Company: Arntz/Focon JV  
Signature:   
Print Name and Title: David Arntz Partner & Vice President

**Exhibit "A"**  
**Scope of Services**

**Pre-Construction Services**

Developer shall perform management and coordination services, plan and specification constructability reviews, provide value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the project, including but not limited to the following:

**1. General Services.**

- 1.1. Developer shall attend regular meetings during Project development between the Architect, the District, District site personnel, and any other applicable consultants of the District as required to discuss the Project, including budget, scope and schedule.
- 1.2. Developer shall assist Architect with the making of a written record of all meetings, conferences, discussions and decisions made between or among the District, Architect and Developer.
- 1.3. Developer shall assist the Architect with making formal presentations to the governing board of District.
- 1.4. Developer shall prepare and update the preliminary Project schedule.
- 1.5. Developer shall prepare and update the components of the Guaranteed Project Cost and shall be primarily in control of ensuring that the Project can and is constructed for no more than that amount.
- 1.6. Developer shall assist District with City land use issues;
- 1.7. Developer shall assist District with DSA review, input, and timeframe for same;
- 1.8. Developer shall provide review and comment upon geotechnical / soils investigation and report;
- 1.9. Developer shall provide review and comment upon survey of the Project site;
- 1.10. Developer shall provide review and comment upon any environmental impact report ("EIR") or other required California Environmental Quality Act ("CEQA") documents with District's CEQA consultant.

**2. Review of Design Documents.**

- 2.1. Developer shall review Project design and budget with the District and the Architect during the Schematic Design Phase, the Design Development Phase, at 50% Construction Documents Phase, and at 100% Construction Documents Phase to:

2.1.1. Developer shall provide recommendations on site use and

improvements, selection of materials, building systems and equipment and methods of Project delivery;

- 2.1.2. Developer shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;
- 2.1.3. Developer shall provide interim design phase estimates to establish and maintain the Project budget and scheduled costs; and
- 2.1.4. Developer shall provide plan review.
- 2.1.5. Value-engineering. Developer shall prepare a value-engineering report for District review and approval that:
  - 2.1.5.1. Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);
  - 2.1.5.2. Provides detailed estimate for proposed value-engineering items;
  - 2.1.5.3. Defines methodology or approaches that maximize value; and
  - 2.1.5.4. Identifies design choices that can be more economically delivered.
- 2.1.6. Constructability Review. Developer shall prepare detailed interdisciplinary constructability review within thirty (30) days of receipt of the plans from the District that:
  - 2.1.6.1. Ensures construction documents are well coordinated and reviewed for errors;
  - 2.1.6.2. Identifies to the extent known, construction deficiencies and areas of concern;
  - 2.1.6.3. Back-checks design drawings for inclusion of modifications;
  - 2.1.6.4. Provides the District with written confirmation that:

2.1.6.4.1. Requirements noted in the design documents prepared for the Project are consistent with and conform to the District's Project requirements and design standards; and

2.1.6.4.2. Various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.

- 2.2. Confirm Modifications to Design Drawings. If the District accepts Developer's comments, including the value-engineering and/or constructability review comments, Developer shall review the design documents to confirm that those comments are properly incorporated into the final design documents.
- 2.3. Building Information Modeling. In evaluating design documents, Developer shall utilize all available sources, including but not limited to any Building Information Modeling ("BIM") produced by or at the Architect's direction.

### **3. Budget of Project Costs.**

- 3.1. At each stage of plan review indicated above, Developer shall update and refine the budget of the Guaranteed Project Cost based on the most recent set of design documents. Developer shall also advise the District and the Architect if it appears that the total construction costs may exceed the Guaranteed Project Cost established by the District and shall make recommendations for corrective action. Developer will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.
- 3.2. In each budget of the Guaranteed Project Cost, Developer shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. This budget of the Guaranteed Project Cost shall include, at a minimum, the following information divided into at least the following categories:
- 3.2.1. Overhead and profit;
  - 3.2.2. Supervision;
  - 3.2.3. General conditions;
  - 3.2.4. Layout & Mobilization (not more than 1%)
  - 3.2.5. Submittals, samples, shop drawings (not more than 3%);
  - 3.2.6. Bonds and insurance (not more than 2%);
  - 3.2.7. Close-out documentation (not less than 3%);
  - 3.2.8. Demolition;
  - 3.2.9. Installation;
  - 3.2.10. Rough-in;
  - 3.2.11. Finishes;
  - 3.2.12. Testing;
  - 3.2.13. Punchlist and acceptance.



Developer shall indicate its willingness and ability to enter into the Lease Agreements to construct the Project for at or below that Guaranteed Project Cost, excluding unforeseen conditions or District-requested changes. This commitment will be a component of the Lease Agreements.

**4. Construction Schedule and Phasing Plan.**

Developer shall prepare a preconstruction schedule to guide the design team through to bid dates. That schedule shall show the multiphases and interrelations of design, constructability review, and estimating. Developer shall also prepare a full construction schedule for the Project detailing the phasing and construction activities. Developer shall further investigate, recommend and prepare a schedule for the District's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

**5. Construction Planning and Bidding.**

- 5.1. Developer shall prepare and distribute specifications and drawings provided by District to facilitate bidding to Developer's subcontractors.
- 5.2. Developer shall diligently review the drawings and specifications to reasonably eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, in order to significantly reduce change order requests by subcontractors attributed to design errors or omissions of Architect.
- 5.3. Developer shall diligently review all of the construction documents, including but not limited to all drawings and specifications, against ambiguities, conflicts, or omissions, and guarantee to the District that the total project shall be built for the available construction budget where the aggregate of all trade Developer bids, including authorized alternatives, shall be less than, but close to, the construction budget within the construction duration identified in Facilities Lease.
- 5.4. Developer shall conduct pre-bid conferences. Developer shall coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all Subcontractors.
- 5.5. Developer shall prepare appropriate subcontractor bid packages.



**Arntz Builders, Inc.**

19 Pamaron Way, Novato CA 94949 License No. 856393 T 415-382-1188 F 415-883-3756 www.arntzbuilders.com

October 21, 2014

**Oakland Unified School District**

Department of Facilities Planning and Management  
Director of Facilities  
955 High Street  
Oakland, CA 94601

Attention: Tadashi Nakadegawa

Subject: **Madison Expansion – New Construction Project**  
**RE: Pre-Construction Services Fee Proposal**

After consideration and review of the RFP we have determined a budget that will provide the school district and design team with sufficient support and staffing to effectively collaborate and facilitate 100% CD's for DSA approval. We have reviewed the preliminary schedule, concept drawings and the twelve key activities listed in the detailed scope of work and feel that this budget will allow us to effectively accomplish these tasks.

Through this process we will strive to vet issues that potentially could delay construction or create added costs. Our overall goal will be to spend the much needed time and effort on the front end to shorten the construction duration. Limiting the time spent on processing change orders and negotiation and redirect focus towards quality control.

We thank you again for the opportunity to work with you on this project and look forward to being a valuable team member. Attached is our rate sheet and pre-construction fees.

Please contact us with any further questions or concerns.

Sincerely,

ARNTZ/FOCON JOINT VENTURE, INC.

A handwritten signature in black ink, appearing to read 'David Arntz'.

David Arntz  
Senior Project Manager  
daa  
encl

cc: Michael Seals, Eric Scheuerman

Exhibit "C"  
**Services: Costs & Schedule**

[INSERT SERVICES: COSTS & SCHEDULE]

# Exhibit C

## Pre Construction Services

Description	Duration (weeks)	Project Manager @ \$90	Project Engineer @ \$65	Scheduling @ \$110	Estimating/Constructability & BIM @ \$110	Project Executive @ \$165	Admin @ \$55
<b>PHASE 1</b>							
<b>Construction Document Review Phase</b>							
<b>Schematic Design Drawings</b>							
Meetings	4	16	16			8	2
Site Evaluation		2	2			2	2
Consultant / Subcontractor Meetings		2	2			2	2
<b>Total Hours, Construction Document</b>		20	20			12	6
<b>Total Cost, Construction Documents</b>		\$1,800.00	\$1,300.00			\$1,980.00	\$330.00
<b>Construction Document Review Phase</b>							
<b>Design Development Drawings</b>							
Meetings	9	24	24			8	4
CPM Scheduling		8	8	10		2	1
Constructability Review		4	4		15	1	1
Value Analysis		4	4		20	1	
Consultant/Subcontractor Mtgs		3	3			2	1
<b>Total Hours, DD Phase</b>		43	43	10	35	14	7
<b>Total Cost, DD Phase</b>		\$3,870.00	\$2,795.00	\$1,100.00	\$3,850.00	\$2,310.00	\$385.00
<b>Construction Document Review Phase</b>							
<b>50% Construction Drawings</b>							
Meetings	16	40	40			8	10
CPM Scheduling		8	8	16		2	1
Constructability Review		16	16		26	2	1
Construction Planning		60	60		8	2	2
Value Analysis		8	8		20	2	
Consultant/Subcontractor Mtg		16	16				4
<b>Total Hours, 50% CD</b>		148	148	16	54	16	18
<b>Total Cost, 50% CD</b>		\$13,320.00	\$9,620.00	\$1,760.00	\$5,940.00	\$2,640.00	\$990.00
<b>Construction Document Review Phase</b>							
<b>100% Construction Drawings</b>							
Meetings	16	40	40			8	10
CPM Scheduling		32	32	24		2	4
Construction Planning		60	60		8	2	8
Value Analysis		16	16		32	2	2
Consultant/Subcontractor Meetings		24	24		8	2	4
<b>Total Hours, 100% CD</b>		172	172	24	48	16	28
<b>Total Cost, 100% CD</b>		\$15,480.00	\$11,180.00	\$2,640.00	\$5,280.00	\$2,640.00	\$1,540.00
<b>Construction Document Review Phase</b>							
<b>DSA Approved Drawings</b>							
Meetings	1	8	8			8	4
Constructability Review		16	16		24	2	2
Value Analysis		8	8		8	2	2
Consultant/Subcontractor Meeting		8	2		1	2	2
<b>Total Hours, DSA Approve</b>		40	34		33	14	10
<b>Total Cost, DSA Approve</b>		\$3,600.00	\$2,210.00		\$3,630.00	\$2,310.00	\$550.00
Pre-Bid Phase		40	40		32	32	10
Bid Phase		16	16		16	16	32
Sub Solicitation		8	8			4	40
RFI response		16	16		8		1
Prepare GMP/Negotiation		40	40		16	16	1
Issue Subcontracts		80	80			10	12
<b>Total Hours, Pre-Bid/Bid Phase</b>		200	200		72	78	96
<b>Total Cost, Pre-Bid/Bid Phase</b>		\$18,000.00	\$13,000.00		\$7,920.00	\$12,870.00	\$5,280.00
<b>Total Hours for Pre-Construction Services</b>	<b>1847</b>						
<b>Total Cost for Pre-Construction Services</b>	<b>\$162,120.00</b>						
<b>Reimbursables</b>	<b>TBD</b>						
<b>Total Pre-Construction Fees</b>	<b>\$162,120.00</b>						



# CERTIFICATE OF LIABILITY INSURANCE

ARNTZ-3

OP ID: TT

DATE (MM/DD/YYYY)

12/05/2014

<b>PRODUCER</b> Don Ramatic Insurance, Inc. P.O. Box 551 Petaluma, CA 94953 W. Thomas Griffith Phone: 707-782-9200		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Arntz Builders, Inc. Arntz/Focon JV 19 Pamaron Way Novato, CA 94949		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A. Travelers Indem Co of Connecticut	25682
		INSURER B. National Union Fire Ins. of PA	19445
		INSURER C:	
		INSURER D:	
		INSURER E:	

## COVERAGES

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5000 PD Ded Per Loss/ALAE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL DT22CO2F792956TC	12/01/2014	12/01/2015	EACH OCCURRENCE	\$ 2,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 300,000	
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMPI/OP AGG	\$ 4,000,000
						Emp Ben.	1,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$2500 PD Ded Each Acc	DT8102F792956TCT4	12/01/2014	12/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
		BODILY INJURY (PER PERSON)				\$	
						BODILY INJURY (PER ACCIDENT)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AUTO ONLY: AGG	\$
B		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	BE049130969	12/01/2014	12/01/2015	EACH OCCURRENCE	\$ 25,000,000
		AGGREGATE				\$ 25,000,000	
							\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		<b>OTHER</b> XCU & GL Blanket Contractual Incl	GL DT22CO2F792956TC	12/01/2014	12/01/2015	Ind Cont Included	

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

\*\*and representatives.\*10 days notice will be sent for non-payment of premium / RE: Pre-Construction for the Madison Middle School Expansion New Construction Project

30\*CGD246 8/05 - includes primary

## CERTIFICATE HOLDER

OAKLAND

Oakland Unified School District & its directors, officers, employees, agents\*\*  
 955 High Street  
 Oakland, CA 94601

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

## **BLANKET ADDITIONAL INSURED (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



ARNTZ-3

OP ID: TT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2014

<b>PRODUCER</b> Don Ramaticl Insurance, Inc. P.O. Box 551 Petaluma, CA 94953 W. Thomas Griffith Phone: 707-782-9200		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Arntz Builders, Inc. Arntz/Focon JV 19 Pamaron Way Novato, CA 94949		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Hiscox Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>

## COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>PROFESSIONAL LIAB</b> <input checked="" type="checkbox"/> <b>15,000 Retention</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ANE124481514	02/24/2014	02/24/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ \$ \$ \$ 2,000,000 \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE (PER ACCIDENT)	\$ \$ \$ \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	\$ \$ \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y / N <input type="checkbox"/>				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$
		<b>OTHER</b> Commercial Applica					

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

\*\*and representatives \*10 days notice will be sent for non-payment of premium / RE: Pre-Construction for the Madison Middle School Expansion New Construction Project

30\*

## CERTIFICATE HOLDER

OAKLAND

Oakland Unified School District, its directors, officers, employees, agents\*\*  
 955 High Street  
 Oakland,, CA 94601

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE





## PRE-CONSTRUCTION LEASE LEASEBACK ROUTING FORM

### Project Information

<b>Project Name</b>	Madison Expansion New Construction	<b>Site</b>	215
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### Basic Directions

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

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

### Contractor Information

<b>Contractor Name</b>	Arntz/Focon Joint Venture, Inc.	<b>Agency's Contact</b>	David Arntz
<b>OUSD Vendor ID #</b>	V050293	<b>Title</b>	Project Manager
<b>Street Address</b>	19 Pamaron Way	<b>City</b>	Novato
<b>Telephone</b>	415-382-1188	<b>State</b>	CA
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Policy Expires</b>	12-1-2015
<b>OUSD Project #</b>	13124	<b>Worked as an OUSD employee?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### Term

<b>Date Work Will Begin</b>	4-22-2015	<b>Date Work Will End By</b> <small>(not more than 5 years from start date)</small>	11-22-2016
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### Compensation

<b>Total Contract Amount</b>	\$	<b>Total Contract Not To Exceed</b>	\$162,120.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Changed Amount</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
9350	Measure J	2159905820	6252	\$162,120.00

### 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>Director, Facilities Planning and Management</b>				
	Signature	Date Approved	3/23/15		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	Signature	Date Approved	3.24.2015		
3.	<b>Interim Deputy Chief, Facilities Planning and Management</b>				
	Signature	Date Approved	3/24/15		
4.	<b>Chief Operations Officer, Board of Education</b>				
	Signature	Date Approved	4/20/15		
5.	<b>President, Board of Education</b>				
	Signature	Date Approved			