azBoard Office Use: Info.	Legislative File
File ID Number	13 - 176
Committee	Facilities
Introduction Date	6-12-2013
Enactment Number	13-1113
Enactment Date	6-12-13 1



	Memo	
То	Board of Education	
From	Tony Smith, Ph.D., Superintendent Timothy White, Associate Superintendent, Facilities Planning and Management	
Board Meeting Date	June 12, 2013	
Subject	Amendment No. 6, Agreement for Professional Services - Gould Evans - Montclair New Classroom Building Project	
Action Requested	Approval by the Board of Education of Amendment No. 6, Agreement for Professional Services with Gould Evans for Architect Services on behalf of the District at Montclair New Classroom Building Project, in an amount not-to exceed \$5,000.00 increasing previous contract amount from \$1,546,255.00 to a not to exceed amount of \$1,551,255.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.	
Background	Contractor did not order properly dried lumber as specified and was revealed by the Inspector of Record during his inspection, requiring what is stated above as well as continued test readings of the drying out process with submitted reports to the engineer and architect as well as DSA. The process has been on- going for well over six weeks and is continuing. These costs will be back charged to the General Contractor.	
Local Business Participation Percentage	0.00% (Specialty Services)	
Strategic Alignment	Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.	
	Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,	



	number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.
	The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.
Recommendation	Approval by the Board of Education of Amendment No. 6, Agreement for Professional Services with Gould Evans for Architect Services on behalf of the District at Montclair New Classroom Building Project, in an amount not-to exceed \$5,000.00 increasing previous contract amount from \$1,546,255.00 to a not to exceed amount of \$1,551,255.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.
Fiscal Impact	Measure B
Attachments	Agreement for Professional Services including scope of work



Community Schools, Thriving Students

## AMENDMENT NO. 6 TO AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT

This Amendment is entered, into between the Oakland Unified School District (OUSD) and <u>Gould Evans</u>. OUSD entered into an Agreement with CONTRACTOR for services on <u>February 25, 2010</u>, and the parties agree to amend that Agreement as follows:

1.	Services:  The scope of work is unchanged.  X The scope of work has changed.  If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.  Attach revised scope of work.  The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide the sub contractors costs in addition to the architect's time to review the contractor's deviation from the specs in the use of the Green Roof installer (manufacturer).
2.	Terms (duration):       X The term of the contract is unchanged.       Interm of the contract has changed.         If term is changed:       The contract term is extended by an additional
3.	Compensation:       The contract price is unchanged.       x The contract price has changed.         If the compensation is changed:       The contract price is amended by         X Increase of \$5,000.00 to original contract amount         Decrease of \$ to original contract amount
	and the new contract total is One million, five hundred fifty-one thousand, two hundred fifty-five dollars and

- 4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.
- 5. Amendment History:
  - There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of
1	8-20-2010	The scope of the project is to provide additional design and reengineering of electrical, plumbing, fire alarm for the new arrangement of the five existing portables	\$60,000.00
2	5-11-2011	The scope of the project is to provide additional funding for additional site work beyond original scope of the project; including a bio-retention area and upper parking lot improvements, Construction Administration services for the relocation of the existing portables; phasing of infrastructure improvements and increased size of the multipurpose room.	\$78,300.00
3	5-3-11	The scope of the project is to provide additional Architectural services to revise the current foundation design per recommendation received from PSI. Amendment No. 3 includes costs associated with coordinating Kam Yan & Associates incorporating these changes into the revised drawings for back-check by Division of State Architect.	\$29,000.00
4	12-12-2012	The scope of the project is to provide revised details of the temporary handicap parking space in front of the school by the City of Oakland.	\$8,500.00
5	4-24-2013	The scope of the project is to provide additional design work for required field inspections by the project's structural engineer, and architect, of the installed framing lumber that was installed and not in	\$14,005.00

K999069.002 Rev. 10	/30/08
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Contract No.

P.O. No.

Contractor Name: Gould Evans

## Billing Rate: Five thousand dollars (\$5,000.00)

#### 1. **Description of Services to be Provided**

The scope of the project is to provide for a sub consultant's costs in addition to the architect's time to review the contractor's deviation from the specs in the use of the Green Roof installer (manufacturer).

#### 2. Specific Outcomes:

Create equitable opportunities for learning in a safe, health and supportive school.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	0 Accountable for quality
0 High quality and effective instruction	0 Full service community district

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

lifs 10 20B M Susie Butler-Berkley

**Contract Analyst** 

Amendment to Professional Services Contract

Page 2 of 3

compliance	with t	the	engineering	specification	ns and	requirin	3
additional [	Division	of	State Archite	ct (DSA)	approval	with th	9
proposed mi	itigation	of th	e drying proce	ss of the lun	nber.		

 Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT David Kakaphiba, P dent Da Board of Education Edgar Rakestraw, Jr., Secretary Board of Education 1

CON Contractor Signature Avm, PRINCIPAL

Print Name, Title

Timothy White, Associate Superintendent Facilities, Planning and Management

Date



Community Schools, Thriving Students

## AMENDMENT NO. 6 TO AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Gould Evans</u>. OUSD entered into an Agreement with CONTRACTOR for services on <u>February 25, 2010</u>, and the parties agree to amend that Agreement as follows:

1.	Services: The scope of work is <u>unchanged</u> . x The scope of work has <u>changed</u> .
_	If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>
	The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide the sub</u> contractors costs in addition to the architect's time to review the contractor's deviation from the specs in the use of the Green Roof installer (manufacturer).
2.	Terms (duration):       X The term of the contract is unchanged.       If term of the contract has changed.         If term is changed:       The contract term is extended by an additional
3.	Compensation: The contract price is <u>unchanged</u> . <b>x</b> The contract price has <u>changed</u> .
	If the compensation is changed: The contract price is amended by
<u> </u>	X Increase of \$5,000.00 to original contract amount
	Decrease of \$to original contract amount
	and the new contract total is <u>One million, five hundred fifty-one thousand, two hundred fifty-five dollars and</u> no cents (\$1.551,255.00)

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

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

No.	Date	General Description of Reason for Amendment	Amount of
1	8-20-2010	The scope of the project is to provide additional design and reengineering of electrical, plumbing, fire alarm for the new arrangement of the five existing portables	\$60,000.00
2	5-11-2011	The scope of the project is to provide additional funding for additional site work beyond original scope of the project; including a bio-retention area and upper parking lot improvements, Construction Administration services for the relocation of the existing portables; phasing of infrastructure improvements and increased size of the multipurpose room.	\$78,300.00
3	5-3-11	The scope of the project is to provide additional Architectural services to revise the current foundation design per recommendation received from PSI. Amendment No. 3 includes costs associated with coordinating Kam Yan & Associates incorporating these changes into the revised drawings for back-check by Division of State Architect.	\$29,000.00
4	12-12-2012	The scope of the project is to provide revised details of the temporary handicap parking space in front of the school by the City of Oakland.	\$8,500.00
5	4-24-2013	The scope of the project is to provide additional design work for required field inspections by the project's structural engineer, and architect, of the installed framing lumber that was installed and not in	\$14,005.00

K999069.002 Rev. 10/30/08

Contract No.

P.O. No.

Board Office Use: Le	gislative File Info.
File ID Number	13-0693
Committee	Facilities
Introduction Date	4-24-2013
Enactment Number	13-2697
Enactment Date	4/24/13 2.



Community Schools, Thoving Student

# Memo

То	Board of Education
From	Tony Smith, Ph.D., Superintendent (°C Timothy White, Associate Superintendent, Facilities Planning and Management
Board Meeting Date	April 24 2013
Subject	Amendment No. 5, Agreement for Professional Services - Gould Evans - Montclair New Classroom Building Project
Action Requested	Approval by the Board of Education of Amendment No. 5, Agreement for Professional Services with Gould Evans for Architect Services on behalf of the District at Montclair New Classroom Building Project, in an amount not-to exceed \$14,005.00 increasing previous contract amount from \$1,532,250.00 to a not to exceed amount of \$1,546,255.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.
Background	Contractor did not order properly dried lumber as specified and was revealed by the Inspector of Record during his inspection, requiring what is stated above as well as continued test readings of the drying out process with submitted reports to the engineer and architect as well as DSA. The process has been on- going for well over six weeks and is continuing. These costs will be back charged to the General Contractor.
Local Business Participation Percentage	0.00% (Specialty Services)
Strategic Alignment	Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.
	Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,

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	number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.
	The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.
Recommendation	Approval by the Board of Education of Amendment No. 5, Agreement for Professional Services with Gould Evans for Architect Services on behalf of the District at Montclair New Classroom Building Project, in an amount not-to exceed \$14,005.00 increasing previous contract amount from \$1,532,250.00 to a not to exceed amount of \$1,546,255.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.
Fiscal Impact	Measure B
Attachments	Agreement for Professional Services including scope of work

OAKLAND UNIFIED



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Community Schools, Thriving Students

## AMENDMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Gould Evans</u>. OUSD entered into an Agreement with CONTRACTOR for services on <u>February 25, 2010</u>, and the parties agree to amend that Agreement as follows:

1.	Services: The scope of work is unchanged. x The scope of work has changed.
	If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>
	The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide additional design work for required field inspections by the project's structural engineer, and architect, of the installed framing lumber that was installed and not in compliance with the engineering specifications and requiring additional Division of State Architect (DSA) approval with the proposed mitigation of the drying process of the lumber.
2.	Terms (duration):       X The term of the contract is unchanged.       Image: The term of the contract has changed.         If term is changed:       The contract term is extended by an additional
3.	Compensation:       The contract price is <u>unchanged</u> .       x The contract price has <u>changed</u> .         If the compensation is changed:       The contract price is amended by         X Increase of \$14,005.00 to original contract amount         Decrease of \$
	(\$1,546,255.00)

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

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

No.	Date	General Description of Reason for Amendment	Amount of
1	8-20-2010	The scope of the project is to provide additional design and reengineering of electrical, plumbing, fire alarm for the new arrangement of the five existing portables	\$60,000.00
2	5-11-2011	The scope of the project is to provide additional funding for additional site work beyond original scope of the project; including a bio-retention area and upper parking lot improvements, Construction Administration services for the relocation of the existing portables; phasing of infrastructure improvements and increased size of the multipurpose room.	\$78,300.00
3	5-3-11	The scope of the project is to provide additional Architectural services to revise the current foundation design per recommendation received from PSIOLAGE forment No. 3 includes costs associated and coordinating Kam Yan & Associates incorporating these changes into the revised drawings for back-check by Unvisited of State Architect.	\$29,000.00
4	12-12-2012	The scope of the project is to provide revised details of the temporary handicap parking space in (FOH of the school by the City of Oakland.	\$8,500.00

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K999069 002 Rev. 10/30/08

Contract No.

P.O. No.

Amendment to Professional Services Contract

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIERO SCHOOL DISTRICT David Kakashiba President B ard of catio

Date

Edgar Rakestraw, Jr., Secretary Board of Education

CONTRACTO Contractor Signature PMAKIP V m

Print N

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Timothy White, Associate Superintendent Facilities, Planning and Management

File ID Number: 13-0693 Introduction Date: 4/24/ Enactment Number: 13-0 Enactment Date: 472 By: 2

Rev. 7/2/03

Page 2 of 3

Amendment to Professional Services Contract

## **EXHIBIT "A" Scope of Work**

Contractor Name: Gould Evans

## Billing Rate: Fourteen thousand, five dollars and no cents (\$14,005.00)

## 1. Description of Services to be Provided

The scope of the project is to provide additional design work for required field inspections by the project's structural engineer, and architect, of the installed framing lumber that was installed and not in compliance with the engineering specifications and requiring additional Division of State Architect (DSA) approval with the proposed mitigation of the drying process of the lumber.

### 2. Specific Outcomes:

Create equitable opportunities for learning in a safe, health and supportive school.

 Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in tollege and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	0 Accountable for quality
0 High quality and effective instruction	0 Full service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at <u>www.epls.gov/epls/search.do</u>.

Susie Butler-Berkley Contract Analyst

K999069.001

Page 3 of 3

06 March 2013

Mr. John Fondsito Project Manager Orkford Unified School District 955 High Strept Oskland, CA 94601

### SUBJECT: Additional Services Fee Proposal 6--Montclair Elementary School Project No. 07050 New Classroom/Multi-Pulpose Building/Cafetona Miscellaneo is additional services

VIA: email john.esposito@ousd.k12.ca.us

Dear John

As discussed between you and John Springer. Lain writing to propose lees for Additional Services for the Montolair Elementary School New Classroom/Multi. Purpose Building Caleford.

These Additional Services were incurred as follows:

- Attactive being atorted to the as built progress training lumber being not in compliance with the engineering specifications, and at OUSD and WBB request, we proceeded with and directed KYSE in an effort to datermine an approach to allow the as built framing to remain, rather than require it to be replaced with the specified lumber materials. Once an acceptable mitigation plan was developed with KYSE and reviewed with WBB and OUSD, the plan was prepared for submittal and approval by DSA.
- After the submitted plan was approved by DSA, it needed to be revised and resubmitted 2 times, as the
  origoing construction was proceeding with additional material not in compliance with the specification, and
  not in compliance with the DSA approved mitigation.
- The approved initigation plan has required review of lumber drying status reports, multiple reviews and discussions with KYSE and WBB, and coordination of the continuer compliance with the approved plan.

(i) A set of the se

The balance of work required for the approved mitigation will include review of the certified grader's
report, coordination of field review by KYSE, our own field review, and any further sucmittal to DSA to
substantiate compliance with the approved plan.

Compensation for the services described in this proposed Addendum to our overall agreement will be as follows. This includes work already completed plus the additional work which we still expect to perform. Fees quoted herein and in prior Additional Service Proposals.

٩	Architectural	
	Thru 23 Februrary 2012	S 6,615
	Estimated to complete	\$ 1,730
9	Structural Engineering (Kain Yansee attached)	
	Thru 18 February 2012	\$ 4.310
	Estimated to complete	\$ 1.350
Ş	TOTAL	\$14,005

Terms and conditions are assumed to be in contormance with the Professional Services Agreement for the overall project, dated January 19, 2010, unless noted otherwise herein.

Please let mo know in you have any questions or need additional information.

Sincere.y.

*.* .

LAR Ser

Robert Baum, AIA CA License No. C12094

## John Springer< John.Springer@gouldevans.com>

## Wed, Mar 6, 2013 at 4:11 PM

To: John Esposito <john.esposito@ousd.k12.ca.us> Cc: Bob Baum <Bob.Baum@gouldevans.com>

John.

To clarify, Ken is not the party required to sign off for close-in. The DSA-approved mitigation plan for the use of lumber not meeting the specifications provides that, after the material has been graded/certified to meet S-Dry requirements by a certified rumber grader, the AOR and SEOR are to review the grader's report and provide linal approval that the as-installed lumber has reached the required moisture content and meets the required grade of the humber that the SEOR specified for the project, and upon which they based their engineering design. As we are all aware of the schedule impact, these final steps in the process will be followed in a timely fashion.

As you are likely aware, this has been a time-consuming issue for ourselves and KYSE, and we have proceeded with this substantial effort in order to first a low the as-installed non-specified forming to remain, and then to allow the continued framing with non-specified further that had been purchased by WBB, such that there would be minimal schedule inpact due to this issue, which could have been substantial. Early on in this process, you assured me that you felt these important efforts were legitimate additional services for GouldEvans and KYSE, and we proceeded with these efforts with that understanding. Now that we are very close to being able to meet the DSA-approved miligation requirements and approve close-in, we are able to prepare, and have attached, an audit-onal services proposal for these efforts. We would greatly appreciate an acceptance and approval of this work as additional services or to spending additional time or site visit reviews and approving close-in, and avoid the situation where the importance of these efforts is torgotten.

### Best regards,

n - Companya Managan Managan Managan Managan Managan Managan

ACORD. CERT	ΊF	IC	ATE OF LIA	BIL	TY IN	SURA	NCE MINCE	DATE (MM/DD/Y) 11/2/2012
THIS CERTIFICATE IS ISSUED AS A MAT CERTIFICATE DOES NOT AFFIRMATIVEL BELOW. THIS CERTIFICATE OF INSURA REPRESENTATIVE OR PRODUCER, AND	TER Y OR	OF IN NEG	FORMATION ONLY AND C ATIVELY AMEND, EXTEN S NOT CONSTITUTE A CO	CONFER D OR AL	S NO RIGHT	S UPON THE	CERTIFICATE HOLDEF	R. THIS CIES
IMPORTANT: If the certificate holder is a the terms and conditions of the policy, co certificate holder in lieu of such endorsen	erlain	polic						
ODUCER Lockton Companies, LLC-1 Kans				CONTAC NAME: PHONE	T			
444 W. 47th Street, Suite 900	40 01	9		PHONE AC, No	Ext):	*****	FAX (A/C. N	0]:
Kansas City MO 64112-1906 (816) 960-9000				E-MAIL	SS:		at the second	
(010) 300-3000						URER(S) AFFO	RDING COVERAGE	NAI
							ty Co of CT	25682
GOULD EVANS AFFILIATES, P	Α.			INSURE	RB: Travelers	Property Casualty	Co of America	25674
22947 MS. BECKY RIMMER 4041 MILL ST.						and the second s	mity Co of America	25666
KANSAS CITY MO 64111							nce Company	19682
				INSURE		avelers Indem	nity Company	25658
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY I EXCLUSIONS AND CONDITIONS OF SUC	OF OUIF PERT	INSU EME AIN, T LICIE	NT, TERM OR CONDITION THE INSURANCE AFFORDI S. LIMITS SHOWN MAY H	AVE BEE OF ANY ED BY TI AVE BEE	CONTRACT	OR OTHER DESCRIBED D BY PAID CL	DOCUMENT WITH RES D HEREIN IS SUBJECT 1 LAIMS.	R THE POLICY PE PECT TO WHICH
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GENERAL LIABILITY	N	N	6804796L99A (AOS) 6804989L645 (CA)		9/10/2012	9/10/2013	EACH OCCURRENCE	\$ 1,000,000
X COMMERCIAL GENERAL LIABILITY			6801C13208A (FL)				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
CLAIMS-MADE X OCCUR				1			MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE PRODUCTS - COMP/OP AG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AG	s 2,000,000
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ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$ 500,000 \$ 500,000
(Mandalory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							EL DISEASE - EA EMPLOYEE	\$ 500,000
DESCREPTION OF OPPROTEINS DOOM							E L DISEASE - POLICY LIMIT	18 000,000
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L SCRIPTION OF OPERATIONS / LOCATIONS / V S CERTIFICATE SUPERSEDES ALL PREVIOUS IE DISTRICT, ITS DIRECTORS, OFFIC SPECTS TO GENERAL, AUTO AND I AIVER OF SUBROGATION APPLIES V	ERS,	EMI	CERTIFICATES FOR THIS HOL LOYEES, AGENTS AND	DER, APP	SENTATIV	HE CARRIERS	LISTED AND THE POLICY DITIONAL INSUREDS	TERM(S) REFERENC AS CONTRACT.
ERTIFICATE HOLDER				CANC	ELLATION			
				THE	EXPIRATION D ORDANCE WIT	ATE THEREO	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIN PROVISIONS.	
10782130 OAKLAND UNIFIED SCHOOL DISTR DEPARTMENT OF FACILITIES PLA 955 HIGH STREET OAKLAND CA 94501		G & M	VANAGEMENT	AUTHO	RIZED REPRE			
OAKLAND CA 94601						Konte	1 Justa	N. All rights reso

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Board Office Use: Le	gislative File Info.
File ID Number	12-3085
Committee	Facilities
Introduction Date	12-12-2012
Enactment Number	1. 1. 1. 15
Enactment Date	12 1



# Memo

То	Board of Education
From	Tony Smith, Ph.D., Superintendent Timothy White, Associate Superintendent, Facilities Planning and Management
Board Meeting Date	December 12, 2012
Subject	Amendment No. 4, Agreement for Professional Services - Gould Evans Baum Thornley- Montclair New Classroom Building New Classroom Portables Project
Action Requested	Approval by the Board of Education of Amendment No. 4, Agreement for Professional Services with Gould Evans Baum Thornley for Architectural and Engineering Services on behalf of the District at Montclair New Classroom Building New Classroom Portables Project, in an amount not-to exceed \$8,500.00 increasing previous contract amount from \$1,523,750.00 to a not to exceed amount of \$1,532,250.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.
Background	The architect, after getting approval of the temporary handicap parking space from Division of State Architect and the contractor tried to get a permit from the City of Oakland to perform the work in that it was their jurisdiction required a number of changes and meeting with the City resulting in added design charges. They also wanted the drawings to be by a civil engineer and stamped by them rather than an architect.
Local Business Participation Percentage	0.00%
Strategic Alignment	Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.
	Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,

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number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process. The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction. Recommendation Approval by the Board of Education of Amendment No. 4, Agreement for Professional Services with Gould Evans Baum Thornley for Architectural and Engineering Services on behalf of the District at Montclair New Classroom Building New Classroom Portables Project, in an amount not-to exceed \$8,500.00 increasing previous contract amount from \$1,523,750.00 to a not to exceed amount of \$1,532,250.00. All remaining portions of the agreement shall remain in full force and effect as originally stated. Fiscal Impact Measure B

Agreement for Professional Services including scope of work

www.ousd.212.citius

Attachments



community vools 71 mile Students



## AMENDMENT NO. 4 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Gould Evans Baum Thornley</u> (<u>Consultant</u>). OUSD entered into an Agreement with CONTRACTOR for services on <u>February 25, 2010</u>, and the parties agree to amend that Agreement as follows:

4.	Services: The scope of work is unchanged. x The scope of work has changed.
	If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work,
	The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide revised details of the temporary handicap parking space in front of the school by the City of Oakland.
2.	Terms (duration): X The term of the contract is unchanged.          The term of the contract has changed.          If term is changed: The contract term is extended by an additional (days/weeks/months), and the amended expiration date is, 20
3.	Compensation:       The contract price is unchanged.       X The contract price has changed.         If the compensation is changed:       The contract price is amended by         X Increase of \$8,500.00 to original contract amount         Decrease of \$       to original contract amount
	and the new contract total is One million, five hundred thirty two thousand, two hundred fifty dollars and no cents (\$1,532,250.00)

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

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

No.	Date	General Description of Reason for Amendment	Amount of
	8-20-2010	The scope of the project is to provide additional design and reengineering of electrical, plumbing, fire alarm for the new arrangement of the five existing portables	\$60,000.00
2	5-11-2011	The scope of the project is to provide additional funding for additional site work beyond original scope of the project; including a bio-retention area and upper parking lot improvements, Construction Administration services for the relocation of the existing portables; phasing of infrastructure improvements and increased size of the multipurpose room.	\$76,300.00
3	5-3-11	The scope of the project is to provide additional Architectural services to revise the current foundation design per recommendation received from PSI. Amendment No. 3 includes costs associated with coordinating Kam Yan & Associates incorporating these changes into the revised drawings for back-check by Division of State Architect.	\$29,000 00

 Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

K999069.002 Rev. 18/30/08

Contract No

P.O.	\$10	1
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Amendment to Professional Services Contract

Page 2 of 3

OAKLAND UNIFIED SCHOOL DISTRICT > 1 LA. Jody London, President, Board of Education Date Edger Rakestraw, Jr., Secre Board of Education Dete Date

Date

CONTRACTOR Contila stire 21 BANK, PRINCIP 10100 Print Name, Title

Timothy White, Associate Superintendent Facilities, Planning and Management

File ID Number: 12-3085Introduction Date: 12-12-12Enactment Number: 12-3000Enactment Date: 12-12-12By: 12

K999069.005

Rev. 7/2/03

Amendment to Professional Services Contract

Page 3 of 3

EXHIBIT "A" Scope of Work

**Contractor Name:** 

Billing Rate: Eight thousand, five hundred dollars and no cents (\$8,500.00)

- Description of Services to be Provided Revise of the details of the temporary handicap parking space in front of the school.
- Specific Outcomes: Provide handicap parking as detailed by the City of Oakland.
- 3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	O Prepare students for success in college and careers
O Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	O Accountable for quality
0 High quality and effective instruction	0 Full service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at <u>www.epis.gov/epis/search.do</u>.

11-13-2012 mau Susie Butler-Berkley

Contract Analyst

K999069.001

Rev 7/2/03

EXHIBIT A

22 September 2012

- 1

Mr. John Esposito Project Manager Oakland Unitied School District 955 High Street Oakland, CA 94601

SUBJECT: Additional Services Fee Proposal 5--Montclair Elementary School Project No. 07050 New Classroom/Multi-Purpose Building/Caleteria Miscellaneous additional services

VIA: email john.esposito@ousd.k12.ca.us

Dear John:

As discussed, I am writing to propose fees for Additional Services for the Montclair Elementary School New Classroom/Multi-Purpose Building/Cafeteria.

These Additional Services were incurred as follows:

- The temporary accessible parking space required substantially more time to coordinate with the City of Oakland than could have been expected. The City required additional drawings, multiple revisions, and numerous meetings to coordinate processing of its approval. Specifically, additional efforts included:
  - o Engineered drawings which were provided by our Civil Engineering subconsultant, BKF.
  - o Coordination with BKF.

. . .

 Numerous meetings and phone calls with City of Oakland staff, and numerous sketches exploring alternative configurations.

Compensation for the services described in this proposed Addendum to our overall agreement will be as follows. Fees quoted herein are in addition to all fees noted in the overall agreement and in prior Additional Service Proposals.

KANSAS CITY ISWRENCE THOUSING AMEN SAS FRANCISCO

WWW GOULDEVSS CIM

- Temporary Parking Space
  - Architectural
     Civil Engineering (BKF)

\$ 5,000.00 \$ 3,500.00

Terms and conditions are assumed to be in conformance with the Professional Services Agreement for the overall project, dated January 19, 2010, unless noted otherwise herein.

Please let me know if you have any questions or need additional information.

Sincerely,

\$

Robert Baum, AIA CA License No. C12094

gouldevans

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## AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

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	Services	cannot be provided until the con	tract is fully approved a	ind a Purchase Ord	der has been issued.
Attac	8 24 M	oof of general liability insurance, ind orkers compensation insurance cer	2		ract is over \$15,000
	2010 V	Constant of the second se	ontractor Information		
	D Vendor ID #	Gould Evans Baum Thornley V059319	Agency's Conta Title	Architect of R	ecord
Stree	et Address	95 Brady Street	City	San Francisco	State CA Zip 94103
Tele	phone	415-503-1411	Policy Expires	94	10-2013
	tractor History	Previously been an OUSD cor 07050	ntractor? x Yes 🗌 No	Worked as an O	OUSD employee? Ves x No
			Term		
Da	te Work Will E	Segin 2-25-2010	Opto Work Will (hot more than 5 ye		10-20-2014
			Compensation	an name a same dia di	
	tal Contract A		Total Contract		\$1,522,250.00
1	y Rate Per Ho	alpente pros in colonest and another and	Press Specie and All American Andrews and a second se	Changed Amount	la interestational and a second se
	her Expenses		Requisition Num	A	
	lf you are plann	ling to multi-fund a contract using LEP I	Budget Information lunds, please contact the Ste	te and Federal Office	before completing requisition.
R	esource #	Funding Source	Org Key	Obje	ct Code Amount
93	399, 9599, 9699	Measure B	1439901815	6	215 \$8,500.00
		Approval and ovided output the compaction taky appro- ere not provided before a PO was issue Char	i rebro economia a bras ban	and the second sec	Seconvert ellimite that to your
1.	Capital Progra Manager	m Contract & Accounting	nan managementer starter at managementer at an and a starter at the starter at the starter at the starter at the	engggengentennen nummun zur	
	Signature	Em		Date Approved	11-13-12
2.	an par former in table and an end former and an end	Sel, Department of Facilities Planning	and Management	Date Approved	11-13-12
	Signature Associate Sup	erintendent, Facilities Blenning and	Management	energynysingenergener saar ar staa dal annendaraan annender L	
3.	Signature	- 636	and to come and the construction of the second	Date Approved	And a second secon
	President, Boa	ard of Education	Steen user with the second of the second secon		a de prese enqueramente construction de la presentación de la presenta
4.	Signature			Date Approved	
0.00	3069 P001 Rev 10		FORM IS NOT A CONTR	ACT	1

Board Office Use: Legislative File Info. File ID Jumber 77–3603 Committee Facilities Introduction Date 10-4-2011 Enactment Number 77–26233 Enactment Date 70–7533



# Memo

TO	Board of Education
From	Tony Smith, Ed.D., Superintendent Timothy White, Assistant Superintendem . Facilities Planning and Management
Board Meeting Date	Octuber 12, 2011
Subject	Amenament No. 3 - Gould Evans Saum Thomsey - Montalair New Classroom Pushding/New Classroom Portables Project
	· · · · · · · · · · · · · · · · · · ·
A: tion Requested	Approval by Board of Education of Amendment No. 3 with - Gritid Evans Baum Thomitry for Additional Architectural Services on behalf of the District for the Montclair New Classroom Building (New Classroom Portables Project, increasing the contract by a not to exceed amount of \$29,000.00 increasing pre-nocs contract amount from \$1,494,750.00 to a not to exceed amount of \$1,523,750.00 All remaining portions of the agreement shell remain in full force and effect as originally stated.
Background	The originally designed deep foundation system was based on eacher recommendations by PSI due to the high potential for differential setstement during an earthquake. The amended softs is port determined the potential of differential settlement is much less than originally documented. The foundation system is to be redesigned with a challow submity, which will result in a substantial cost savings to the District
Local Business Participation Percentage	23.70%
Strategic Alignment	Among the key purposes of the District's Facilities Master Plan is <b>to p</b> rovide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.
	Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources.
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	CAKLAND UNIFIED SCHOOL DISTRICT reproductives for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned opproach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.
	The busic facility needs of wudents such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.
Recommendation	Approval by Board of Education of Amendment No. 3 with - Gould Evans Baum Thomley for Additional Architectural Services on behalf of the District for the Montclair New Classroom Building/New Classroom Portables Project, increasing the contract by a not to exceed amount of \$22,000.00 increasing previous contract amount from \$1,494,750.00 to a not to exceed amount of \$1,523,750.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.
Fiscal Impact	The funding source for this project is General Obligation Bond-Measure B.
Attachments	<ul> <li>Professional Services Contract including scope of work</li> </ul>
Key Code:	1439901811-6215

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## AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Gould, Evans, Baum, Thornley, OUSD entered into an Agreement with CONTRACTOR for services on February 25, 2010 and the parties agree to amend that Agreemant as follows:

1,	Services: The scope of work is <u>unchanged</u> x. The scope of work has <u>changed</u> If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work,
×	The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide additional Architectural services to revise the current foundation design per recommendation received from PSI. Amendment No. 3 includes costs associated with coordinating Kam Yan & Associates incorporating these changes into the revised drawings for back-check by Division of State Architect.
2.	Terms (duration):       X The term of the contract is <u>unchanged</u> .       The term of the contract has <u>changed</u> .         If term is changed:       The contract term is extended by an additional
3,	Compensation:       The contract price is unchanged       X The contract price has changed.         If the compensation is changed:       The contract price is amended by         X Increase of \$29,000.00 to original contract amount       Decrease of \$
	and no cents (\$1,523,750.00)

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

### 6. Amendment History:

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

No.	Date	Géneral Description of Reason for Amendment	Amount of Increase (Decrease)
1	8-20-2010	The scope of the project is to provide additional design and reengineering of electrical, plumbing fire alarm for the new arrangement of the five existing portables	\$60,000.00
2	5-11-2011	The scope of the project is to provide additional funding for additional site work beyond original scope of the project; including a bio-retention area and upper parking for improvements, Construction Administration services for the relocation of the existing portables; phasing of infrastructure improvements and increased size of the multipurpose room.	\$78,300.00

15 2 ¥ 9-DNINHA THEI ANNING THENT Contract No.

K999059 002 Rev. 10/30/08

P.O. No.

Action free at the Facility of an Alberta and Construct

a Approval: This Agreen will is not effective and no payment shall be made to Convactor untent is approved. Approval equires signature by the Bokul of Levreton, both the Superintendent as their designee.

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Eugar Rakest aw Uni Decretary Board of Liacation C.C. Timethy White: Assistant Superintendent Esculties: Planning and Mannement

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CONTRACTOR Ceptrobicit Signature Ci / Lond 33 CARENT BELLING PLANAPAL

Page 2 of 3

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Rev 7/2/03

Amandment to Protessional Services Contract

### EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement.

## SCOPE OF WORK

Contractor Name: Gould Evans Baum Thornley

Billing Rate: Twenty-nine thousand dollars and no cents (\$29,000.00)

**Description of Services to be Provided** 

- 1. Goals or Objectives Additional architectural services
- Description of Services to be Provided The scope of the project is to provide additional Architectural services to revise the current foundation design per recommendation received from PSI. Amendment No. 3 Includes costs associated with coordinating Kam Yan & Associates incorporating these changes into the revised drawings for back-check by Division of State Architect.
- 3. Deliverables Modify plans

K999069 001

Page 3 of 3

File ID Number	11-0963
Committee	Facilities
Introduction Date	5-3-2011
Enactment Number	11- 0824
Enactment Date	6-11-11



# Memo

То	Board of Education
From	Tony Smith, Ed.D., Superintendent Timothy White, Assistant Superintendent, Facilities Planning and Management
Board Meeting Date	May 11, 2011
Subject	Amendment No. 2 - Gould Evans Baum Thornley - Montclair New Classroom Building/New Classroom Portables Project
Action Requested	Approval by Board of Education of Amendment No. 2 with - Gould Evans Baum Thornley for Additional Architectural Services on behalf of the District for the Montclair New Classroom Building/New Classroom Portables Project, increasing the contract by a not to exceed amount of \$78,300.00 increasing previous contract amount from \$1,416,450.00 to a not to exceed amount of \$1,494,750.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.
Background	Bioretention area added for treatment of storm water run-off. Parking lot improvements addressed accessible parking spaces and bicycle parking, safety concerns, ponding/erosion problems. C.A. services were specifically excluded in Gould Evans initial proposal. Phase of infrastructure was undefined when the professional services agreement was finalized. Increased size of the multipurpose room required additional analysis of the mechanical, structural and seismic design
Local Business Participation Percentage	23.70%
Strategic Alignment	Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student educator, and community member using our facilities the best possible opportunity for learning.
	Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety,

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reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by Board of Education of Amendment No. 2 with - Gould Evans Baum Thornley for Additional Architectural Services on behalf of the District for the Montclair New Classroom Building/New Classroom Portables Project, increasing the contract by a not to exceed amount of \$78,300.00 increasing previous contract amount from \$1,416,450.00 to a not to exceed amount of \$1,494,750.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Professional Services Contract including scope of work

Fiscal Impact The funding source for this project is General Obligation Bond-Measure B.

Attachments

Key Code:

1439901811-6215

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Board Office Use: Le File ID Number	10-1852
Committee	Facilities
Introduction Date	8-3-2010
Enactment Number	16-1429
Enactment Date	8-11-10



# Memo

То	Board of Education
From	Tony Smith, Ed.D., Superintendent ////////////////////////////////////
Board Meeting Date	August 11, 2010
Subject	Amendment No. 1 - Gould Evans Baum Thornley - Montclair New Classroom Building/New Classroom Portables Project
Action Requested	Approval by Board of Education of Amendment No. 1 with - Gould Evans Baum Thomley for Additional Architectural Services on behalf of the District for the Montclair New Classroom Building/New Classroom Portables Project, increasing the contract by a not to exceed amount of \$60,000.00 increasing previous contract amount from \$1,356,450.00 to a not to exceed amount of \$1,416,450.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.
Background	Final design was dependent on the final location of the new two story building, PG&E's report of the existing services to the campus and a decision by the electrical engineer for the final electrical design
Local Business Participation Percentage	23.70%
Strategic Alignment	Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.
	Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland

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	Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.
	The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.
Recommendation	Approval by Board of Education of Amendment No. 1 with - Gould Evans Baum Thornley for Additional Architectural Services on behalf of the District for the Montclair New Classroom Building/New Classroom Portables Project, increasing the contract by a not to exceed amount of \$60,000.00 increasing previous contract amount from \$1,356,450.00 to a not to exceed amount of \$1,416,450.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.
Fiscal Impact	The funding source for this project is General Obligation Bond-Measure B.
Attachments	Professional Services Contract including scope of work
Key Code:	1439901811-6215



## AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

XDSCL St. 1997

This Amendment is entered into between the Oakland Unified School District (OUSD) and Gould, Evans, Baum, Thornley.

OUSD entered into an Agreement with CONTRACTOR for services on February 25, 2010 and the parties agree to amend that Agreement as follows:

1.	Services: The scope of work is <u>unchanged</u> . x The scope of work has <u>changed</u> .							
If scope of work changed: Provide brief description of revised scope of work including description of expected fin such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of the such as services and the such as services are such as services and the such as services are such as services as the such as services are such as services and the service and the such as services are such as the service								
	The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional design and reengineering of electrical, plumbing, fire alarm for the new arrangement of the five existing portability two new portables, demolition of tow existing portables and cafeteria, and repiping of four existing portables.</u>							
2.	Terms (duration):       X The term of the contract is unchanged.       I The term of the contract has changed.         If term is changed:       The contract term is extended by an additional							
3.	Compensation:         Intercontract price is unchanged.         X The contract price has changed.           If the compensation is changed:         The contract price is amended by							
X Increase of \$60,000.00 to original contract amount Decrease of \$to original contract amount								
	and the new contract total is One million, four hundred sixteen thousand, four hundred fifty dollars (\$1,416,450.00)							

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

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)	
	esterate, fer som		\$	
			\$	
			\$	

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT		CONTRACTOR		
30.14	8/12/10	MATE		6/23/10
Gary Yee, President, Board of Education	Date /	LGS Contractor Signatu		Date
fag lokent of	8/2/10	Print Name Jitte	BAUM, PIZINK	BAN THORNUST
Edgar Rakestraw, Jr., Secretary Board of Education	Date /	12:8. A. 97. (112)	croury evans	when thornust
-19	>	RAGEMENT		
Timothy White, Assistant Superintendent Facilities, Planning and Management	Date	ONINKVIC	LEGISLATIVE FILE	
a control, i to ming and management			File ID No.	10-1852
K999069.002 Rev. 10/30/08 Contract No.		P.O. No.	Enactment Date	10-1429
				38

FACILITIES PLANNING AND MANAGEMENT 2010 JUN 28 P 5:08

10 May 2010

Golid Evans Baum Thoratey, Inc 95 Blady Smaet Son Frantisco, Collonia 94103

> 4 5.503 1411 voice A15.503-1471 fox G5. Sevens.com

Mr. John Esposito Senior Project Manager Oakland Unified School District 955 High Street Oakland, CA 94601

SUBJECT: Addendum Fee Proposal – Montclair Elementary School Project No. 07050 New Classroom/Multi Purpose Building/Caleteria Installation of portables

VIA: ernail john.esposito@ousd.k12.ca.us

Dear John:

I am writing to propose fees for the installation of the portables at Montclair Elementary School. The layout for the portables will be as shown on the Interim Plan, Sheet A1.2, Phasing Plans, dated 03-18-10, which was included in our Schematic Design submittal. It is assumed that this work will constitute an addendum to the Professional Services Agreement for the overall project, dated January 19, 2010.

Services will include:

- Preparation of drawings sufficient for review by DSA. These will include:
  - o Architectural
  - o Civil
  - o Electrical
  - o Plumbing
- Incorporation of drawings prepared (under separate contract) by the portables-provider, into the DSA review set.
- Incorporation of drawings prepared by Schirmer Engineering for the connection to the existing campus fire alarm system, into the DSA review set.
- Submittal of drawings to DSA and participation in the over-the-counter review process.
- Revisions as necessary to secure DSA approval.

Construction Administration services for the installation of the portables are not included.

BAUM THORNLEY

It is assumed that the portables will initially be connected to the existing fire alarm system, and during the construction of the new building, connected to the upgraded fire alarm system. It is further assumed that fees included for Schirmer Engineering in the overall agreement will cover their work on the portables.

Terms and conditions are assumed to be in conformance with the Professional Services Agreement for the overall project, dated January 19, 2010, unless noted otherwise herein.

Compensation for the services described in this proposed Addendum to our overall agreement will be as follows. Fees quoted herein are in addition to all fees noted in the overall agreement.

\$\$60,000

Architectural .

Plumbing

Civil

.

.

- A Fixed Fee of \$7,500. Electrical
  - A Fixed Fee of \$20,000.
    - A Fixed Fee of \$2,500.

It is assumed that Schirmer's services, as contained in the Professional Services Agreement for the overall project, include production of the drawings for the installation of the portables.

A Fixed Fee of \$30,000.

Services and fees for the installation of the portables will constitute a single phase of work. They will not be broken down according to the District's typical percentages for payment of fees by phase.

Please let me know if you have any questions or need additional information. We can begin this work immediately.

Sincerely,

Robert Baum, AIA CA License No. C12094

ckton Companies, LLC-1 Kansas 4 W. 47th Street, Suite 900 nsas City MO 64112-1906 (6) 960-9000 DULD EVANS AFFILIATES, P.A. 5. BECKY RIMMER 41 MILL ST. INSAS CITY MO 64111		ONLY AND HOLDER T ALTER THE INSURERS A	CONFERS NO	UED AS A MATTER OF CRIGHTS UPON TH ATE DOES NOT AMEN FFORDED BY THE PO OVERAGE	E CERTIFICATI
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The ACORD name and logo are registered marks th ACORD. For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'GOUEVOT'. FACILITIES PLANNING AND MANAGEMENT 2010 FEB - 3 A 3: 48

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	1.1	COMMERCIAL GENERAL LIABILITY	68047961.99A (AOS)	9/10/2009	9/10/2010	DAMAGE TO RENTED PREMISES (Ea occurence)	\$ 50,000		
		CLAIMS MADE X OCCUR	68049891.645 (CA)			MED EXP (Any one person)	\$ 5,000		
						PERSONAL & ADV INJURY	\$ 1,000,000		
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File ID No.	10-0217
Introduction Date	2-17-2010
Enactment No.	10-0358
Enactment Date	2-24-10
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# OAKLAND UNIFIED SCHOOL DISTRICT Office of the Board of Education February 24, 2010

To: Board of Education

Tony Smith, Ed.D., Superintendent Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services

Subject: Agreement for Professional Services - Gould Evans Baum Thornley -Montclair New Classroom Building New Classroom Portables Project

# **ACTION REQUESTED**

From:

Approval by the Board of Education of a Professional Services Agreement between District and Gould Evans Baum Thornley for Architect and Engineering Services at Montclair New Classroom Building New Classroom Portables Project in an amount not to exceed \$1,356,450.00. The term of this Agreement shall commence on February 25, 2010 and shall conclude upon completion of the desired services described herein, but no later than October 20, 2014.

# BACKGROUND

The new building on the Montclair school site will replace the existing cafeteria building and four portables.

## STRATEGIC ALIGNMENT

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

ER: TEW:SMB

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

# DISCUSSION

The scope of the project is to provide design of ten classrooms, assembly room building including sitework and repaying of the existing play ground at the Montelair New Classroom Building Project. The attached proposal is incorporated into the contract to the extent that it is subordinate to and not inconsisten: with the contract terms.

# FISCAL IMPACT

The funding source for this project is General Obligation Bond-Measure B.

# LOCAL BUSINESS PARTICIPATION PERCENTAGE

23.7%

# RECOMMENDATION

Approval by the Board of Education of a Professional Services Agreement between District and Gould Evans Baum Thomley for Architect and Engineering Services at Montchair New Classroom Building New Classroom Portables Project in an amount not to exceed \$1,356,450.00. The term of this Agreement shall commence on February 25, 2010 and shall corelude upon completion of the desired services described herein, but no later than October 20, 2014.

Key code: 1439901810-6215

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# AGREEMENT FOR PROFESSIONAL SERVICES

,r

# WITH

# GOULD EVANS BAUM THORNLEY

FOR

Architectural and Engineering Services Montclair New Classroom Building New Classroom Portables Project Project No. 07050

# OAKLAND UNIFIED SCHOOL DISTRICT

January 19, 2010

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# AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement between OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94601 (hereafter "District") and Gould Evans Baum Thornley, 95 Brady Street, San Francisco, CA 94103 (hereinafter "Consultant ").

# RECITALS

WHEREAS, this Agreement sets forth the terms and conditions under which the District shall obtain and Consultant will provide professional Architectural and Engineering services for Montclair New Classroom Building New Classroom Portables Project.

WHEREAS, Consultant was selected by means of the District's consultant selection process, represents itself as having the requisite qualifications, and desires to provide the professional services required;

Now, THEREFORE, the District and Consultant agree as follows:

# 1 Definitions

- 1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning berein set forth.
  - 1.1.1 Agreement: This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to:
    - 1.1.1.1 Appendix A, Scope of the Work, Scope of Services, Additional Services
    - 1.1.1.2 Appendix B, Compensation, Payment, Reimbursable Expenses
    - 1.1.1.3 Appendix C, Project Schedule, Project Budget, Statement of Confidentiality
    - 1.1.1.4 Appendix D, Consultant's Billing Rates and Direct Costs
  - 1.1.2 Work: The entirety of the work to be done in providing the District with the architectural consulting services described in this Agreement for the work, pursuant to the terms and conditions of this Agreement.

# 2 Term of the Agreement

2.1 The term of this Agreement shall commence on February 25, 2010 and shall conclude upon completion of the desired services described herein, but no later than October 20, 2014.

# 3 Services Consultant Agrees to Perform

- 3.1 Consultant must achieve the Work described in Appendix A, attached hereto and incorporated by reference as though fully set forth herein. Unless specifically excepted, the Consultant shall complete all services required by this Agreement, as set forth in Appendix A and all work of each activity within the times specified.
- 3.2 The Consultant shall keep District informed of its progress performing the Work. If Consultant anticipates exceeding the durations in the Schedule, it shall immediately inform the District in writing. Should the progress of the Work under this Agreement at any time fall behind schedule due to conditions not beyond the control of Consultant, Consultant shall be required to apply such

additional resources as necessary to bring progress of the Work under this Agreement back on schedule.

# 4 <u>Compensation</u>

- 4.1 Upon written approval of each of Consultant's invoices by District's project manager, compensation shall be due Consultant according to the Compensation Schedule established in Appendix B.
- 4.2 District shall have no obligation to pay Consultant for charges incurred or payments due Consultant for any payment period until District receives from Consultant the deliverables required for that payment period and accepts them as complying with this Agreement. Consultant shall submit invoices in the form and manner required by the District. All amounts paid by District to Consultant shall be subject to audit by District.
- 4.3 Final payment will be made when all Work required under this Agreement has been completed and Consultant has transmitted all deliverables to the District. The final payment will include the final month's payment, plus any retention withheld from previous payments for deficient work corrected in the final submittal, less any amounts which may be determined due District because of Consultant's negligent errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages.

#### 5 Taxes

5.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Consultant.

## 6 Qualified Personnel

6.1 Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant agrees that any studies or analysis included in the Work shall be performed or prepared by principals-in-charge or supervised by principals-in-charge, and that principals-in-charge shall be in "responsible charge" of the work. Such principals-in-charge shall sign all applicable documents and other items as required.

#### 7 Standard of Care

- 7.1 Consultant represents that it is qualified to perform the Work and that it possesses the necessary licenses and/or permits required to perform the Work. Consultant represents that it is knowledgeable in preparing the required documents for this type and scope of project.
- 7.2 The granting of any progress payment by District, or the receipt thereof by Consultant, or any review, approval or oral statement by any representative of District shall in no way waive or limit the representations and obligations in this section or lessen the liability of Consultant to reperform or replace unsatisfactory Work. Nothing in this section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

### 8. Indemnification and General Liability

- 8.1 Consultant shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of Consultant or any person employed or agent engaged by Consultant.
- 8.2 Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, defend, and hold hamless District, its directors, officers, agents, employees, and representatives from and against any and all demands, claims, loss, liability costs and damages (whether in contract, tort or strict liability) incurred by District, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) incurred by District, or any other person, to the proportionate extent that it is alleged to have arisen out of or arises out of or is in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract. The indemnity and save harmless agreements expressed in this Section 8 shall not apply to the extent that doing so violates the provisions of Section 2782 of the California Civil Code.
- 8.3 Consultant shall place in its sub-consulting agreements and cause its sub-consultants to agree to indemnities and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.

### 9 Liability of District

- 9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. To the furthest extent permitted by law, and 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 or the services performed in connection with this Agreement.
- 9.2 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above.

#### 10 Independent Contractor: Payment of Taxes and Other Expenses

10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between District and Consultant.

#### 11 Insurance

- 11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage's:
  - 11.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
  - 11.1.2 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for said self-insurance.
  - 11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting there from) and damage to property resulting from Consultant's or subcontractor's or subconsultant's operations.
  - 11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
  - 11.1.5 Professional Liability Insurance with limits not less than \$1,000,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.
- 11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
  - 11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
  - 11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:

Timothy E. White, Assistant Superintendent Oakland Unified School District Department of Facilities Planning & Management 955 High Street Oakland, California 94601

11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a

claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

- 11.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 11.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder.
- 11.7 District may, at its sole option, terminate this Agreement immediately, without notice to Consultant and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. Consultant shall be responsible for any and all uninsured losses.
- 11.8 If Consultant is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:
  - 11.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

# 12 Suspension of Work

12.1 District may, without cause, order Consultant, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to Consultant of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.

#### 13 Termination of Agreement for Cause

- 13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement or may fail to complete the Work as required by this Agreement, District may terminate the Consultant contract upon seven days written notice to the Consultant. The District may request from Consultant written assurances of performance and a written plan to correct observed deficiencies in Consultant's performance if written notice of the same is provided by District. Failure to provide written assurances, may, in District's discretion, constitute grounds to declare a default under this Agreement.
- 13.2 In the event of termination by District for cause

- 13.2.1 District shall compensate Consultant for the value of the Work delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back-charges, but District shall not compensate Consultant for its costs in terminating the Work or any cancellation charges owed to third parties;
- 13.2.2 Consultant shall deliver to District possession of the Work in its then condition, including but not limited to, all designs, engineering, Plan and Project records, cost data of all types, drawings and specifications and contracts with vendors and subcontractor or subconsultants, and all other documentation associated with the work, and all supplies and aids dedicated solely to performing Work which, in the normal course of the Work.

# 14 <u>Termination of Agreement for Convenience</u>

14.1 District may terminate performance of the Work under the Agreement in accordance with this Paragraph in whole, or from time to time in part, whenever District shall determine that termination' is in the best interest of District. Termination shall be effected by delivery to Consultant of notice of termination specifying the extent to which performance of the Work under the Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than seven (7) calendar days from the date the notice of termination is delivered. Consultant shall be compensated for professional services rendered to the effective date of termination for convenience. Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant or subcontractor (or sub-consultants) after receipt of a notice of termination.

#### 15 Proprietary or Confidential Information of District

Consultant understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information, which may be owned or controlled by District, and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement, and shall sign the Statement of Confidentiality included herein as part of Appendix C.

#### 16 Notices to the Parties

All notices to be given by the parties hereto shall be in writing and effective when served by depositing it in the United States Post Office, postage prepaid and addressed as follows:

To District:	Timothy E. White, Assistant Superintendent
	Oakland Unified School District
	Department of Facilities Planning & Management
	955 High Street
	Oakland, California 94601

To Consultant:

Bob Baum Gould Evans Baum Thornley 95 Brady Street San Francisco, CA 94103

17 Ownership of Results/Works for Hire

17.1 Any interest of Consultant or its subcontractors or sub-consultants, in plans, studies, reports, memoranda, computational sheets or other documents prepared by Consultant or its subcontractors or sub-consultants in connection with services to be performed under this Agreement shall become the property of District pursuant to California Education Code Section 39159. Consultant may, however, retain one copy for its files.

#### 18 Audit and Inspection of Records

18.1 Consultant shall maintain all calculations, cost analysis or estimates, quantity takeoffs, statements of construction costs, schedules and all correspondence, internal memoranda, papers, writings, and documents of any sort prepared by or furnished to Consultant during the course of performing the Work, for a period of at least five years following final completion and acceptance of the Plan.

### 19 Subcontracting/Assignment/Interest

- 19.1 Consultant has not specified the use of any sub-consultants and subcontractors in the performance of the Work under this Agreement.
- 19.2 Except as provided in Paragraph 19.1, Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is approved by District in a written instrument executed and approved in the same manner as this Agreement. Consultant shall not substitute subcontractors or sub-consultants unless approved by written instrument executed and approved in the same manner as this Agreement.

## 20 Compliance with Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement. Consultant shall not discriminate in its employment and hiring practices because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in California Government Code Section 12940.

### 21 Disputes

- 21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's Project Manager and a principal of the Consultant, who shall make a good faith effort to resolve the matter. Consultant shall continue its Work throughout the course of any and all disputes. Nothing in this Paragraph shall allow Consultant to discontinue work during the course of any dispute and Consultant's failure to continue work during any and all disputes shall be considered a material breach of this Agreement. Consultant also agrees that should Consultant discontinue work due to a dispute or disputes, District may terminate this Agreement.
- 21.2 As a precondition to litigation, the parties must first participate in non-binding mediation pursuant to the mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified mediators.
- 22 This Agreement shall be deemed to have been executed in Alameda County. The laws of the State of California, excluding its conflict of laws rules, shall govern the formation, interpretation and performance

of this Agreement. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.

22.1 Four copies of this Agreement shall be executed. Three copies shall be retained by District and one copy shall be given to the Consultant.

#### 23 Compliance With Laws

23.1 Consultant shall comply with all applicable laws in the performance of the Work, which are in effect at the time the Consultant is performing its Work, regardless of whether such laws are specifically stated in this Agreement. Consultant further agrees that, consistent with the Standard of care set forth herein, the plans, drawings, specifications, designs and any other product of its services will comply with that standard of care in their compliance with the applicable laws and Codes.

# 24 Entire Agreement; Modifications of Agreement

- 24.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement.
- 24.2 The District may, at any time, by written order, make changes within the scope of the work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Appendix B, or in the time of required performance as forth in Appendix C, or both. In the event that Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the District prior to the time that Consultant performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in written supplement to the Agreement prior to implementation of such changes. Changes in the work made pursuant to this Article and extensions of time necessary by reason thereof shall not in any way release the performance standards required of Consultant pursuant to the terms of this Agreement.
- 24.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and the Consultant.

IN WITNESS WHEREOF, Consultants has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this agreement.

CONSECTANT: Gould Evans Baum Thomley By: PRINCIPAL Title:

1/29/10 Dated:

OAKDAND UNIFIED SCHOOL DISTRICT

By

Gary Yee, President, Board of Education

Dated:

By: \_\_\_\_\_ Edgar R Jr.; District Secretary

Dated:

By: Dated:

Timothy E. White, Assistant Superintendent of Facilities, Planning and Management, Buildings & Grounds and Custodial Services

Approved as to form:

Dated: 2.4.10

Cate Boskoff, Facilities Counsel

Attachments: Appendix A Appendix B Appendix C Appendix D

Consultant:Gould Evans Baum ThornleySchool:Montclair Elementary SchoolFunding:General Obligation Bond-Measure B

# APPENDIX A

#### Scope of Services:

Consultant will provide professional architectural and engineering services pertaining to Montclair New Classroom Building New Classroom Portables Project.

- 1. Design of a ten classroom
- 2. Assembly room building including site work
- 3. Repaying of the existing play ground

# Scope of Work:

# 1. SCOPE OF WORK:

- 1.1 Project shall be developed and designed to meet the current professional standards regarding interpretation of all applicable and most current codes, laws, regulations and professional standards.
- 1.2 Consultant shall not, unless otherwise permitted in writing by District, propose or recommend any design, which has the effect of shifting design responsibilities from Consultant to contractor (or any other entity) through performance specifications or any other means. Performance specifications will be allowed only when necessary to preclude single vendor sources.
- 1.3 Consultant shall not, unless otherwise permitted in writing by District, specify unique, innovative, proprietary or sole source equipment, systems or materials.
- 1.4 Consultant design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA. Consultant shall meet with representatives of the District's operations and maintenance personnel to review, comment and participate in Consultant's design. The Consultant shall exercise its professional judgment respecting all ultimate design decisions.
- 1.5 Initial Planning Phase (New Construction/Additions only):
  - 1.5.1 Assist District in the preparation of architectural programming for the Project to define scope, size, cost, space relationship and site development, as requested by District.
  - 1.5.2 Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.
  - 1.5.3 Consultant shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line.
  - 1.5.4 Consultant shall advise District in securing easements, encroachment permits, right of ways, dedications, infrastructures, and road improvements and coordinating with utilities and adjacent property owners.
- 1.6 Schematic Design Phase:
  - 1.6.1 Consultant shall review any diagrammatic program guidelines furnished by the District to ascertain the requirements of the Project, shall review the understanding of such requirements with the District and shall finalize the program and scope of work with the District and school site representative.

- 1.6.2 Consultant shall prepare schematic design studies and site utilization plans leading to a recommended solution based on meetings with site personnel and District project manager.
- 1.6.3 Consultant shall research, assemble, review and supplement information for Project including, but not limited to, field measurements as required to verify existing drawing information or ADA compliance reports, existing design data, existing structural capabilities as it pertains to scope of work, existing mechanical capabilities, and existing electrical capacities.
- 1.6.4 Consultant shall prepare preliminary plans, schematic drawings, and phasing plans showing the scale and relationship of the components of the Project. Consultant shall prepare the plot plan development of the site and the proposed architectural concept of the buildings, incorporating the educational program and the functional requirements of the District. Such drawings and plans shall meet the requirements of the State Department of Education regulations and guidelines, and shall be prepared in such form as may be submitted to the State Department of Education for approval. Such drawings and plans shall show in single-line drawings all rooms incorporated in each building in the Project, and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project.
- 1.6.5 If directed by the District at the time of approval of modernization documents, the documents shall be prepared so that portions of the Project may be performed under separate modernization contract, or so that modernization of certain buildings, facilities, or other portions of the Project may be deferred. The District recognizes that there are additional costs incurred by the creation of separate document packages. Consultant and District agree to negotiate in good faith a fair and reasonable compensation to the Consultant if District selects to have documents prepared so that portions of the Project may be performed under separate modernization contract or deferred as described in this section.
- 1.6.6 Consultant shall submit a preliminary cost estimate, in the format required by the District, which shall verify that the proposed scope of work is within the approved budget. If Consultant perceives site considerations, which render the Project cost prohibitive, Consultant shall disclose such conditions in writing to District immediately.
- 1.6.7 The District shall provide the Consultant with record drawings ("as built drawings") and surveys in its possession to assist the Consultant in determining the proper location of all improvements on existing sites. Consultant shall verify the accuracy of such information and as-built drawings by means of a thorough interior and exterior visual survey of the site conditions, including the roofs of buildings where work on roofs is to occur.

#### 1.7 Design Development Phase:

- 1.7.1 Upon approval by the District of the services set forth in Paragraph 1.6 above, Consultant shall prepare design development documents consisting of site plans, floor plans, elevations, and any other documents and drawings sufficient to fix and describe the size and character of the Project's materials, quantities, categories of work, structural systems, mechanical systems, electrical systems, types and makeup of materials, and outline specifications.
- 1.7.2 Consultant shall prepare an updated estimate of probable construction costs, containing detail consistent with the design development documents and containing a breakdown based on types of materials and specifications identified in the design development documents.
- 1.7.3 Consultant shall prepare a timetable for completion of the Project.
- 1.7.4 Consultant shall use its best professional efforts to interpret applicable ADA requirements and California law to inform District of any inconsistencies between federal and state accessibility regulations and of requirements which are subject to conflicting interpretations of law.

- 1.7.5 Consultant shall be required to attend meetings with the project team, consisting of the principal, District project manager, site community and others as designated by the District to finalize design intent and desires of the District.
- 1.7.6 Consultant may be required to attend meetings of the School Board, as required by District.
- 1.7.7 Consultant shall provide a color schedule of all materials and selections of textures, finishes, and other matters requiring an aesthetic decision at this phase of the Project for District's review and approval.

# 1.8 Construction Documents Phase:

- 1.8.1 Upon approval by the District of the services set forth in Paragraph 1.7 above, Consultant shall prepare such complete working drawings and specifications as are necessary for obtaining complete bids and for efficient and thorough execution of the Work. The final working drawings and specifications shall set forth in detail the work to be done, materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical and electrical systems and utility service connection equipment and site work.
- 1.8.2 District shall specify the final construction budget at the commencement of the construction documents phase. Should it become evident that the total construction cost will exceed the construction budget, Consultant shall at once present a statement in writing to District setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.
- 1.8.3 Consultant shall recommend alternates to reasonably provide competitive bids and phasing plans to accommodate facilities occupied during the construction phase.
- 1.8.4 Final working drawings and specifications must be in such a form as will enable Consultant and District to secure the required permits and approvals from the Division of the State Architect and for the District to obtain, by competitive bidding, a responsive and responsible bid. The final working drawings shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Consultant.
- 1.8.5 District shall review, study and check final working drawings and specifications presented to it by Consultant. Consultant shall make all District-requested changes, additions, deletions, and corrections in the final working drawings and specifications so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval. Changes shall be made at no additional cost to District unless such changes are inconsistent with previous written direction provided by the District, as evidenced by written documentation from the District showing such inconsistency. Consultant shall bring any such conflicts and/or inconsistencies to the attention of the District by a writing to such effect.
- 1.8.6 Consultant shall provide copies of final working drawings and specifications as required by federal, state, regional and local agencies concerned with the Project, including the State Department of Education and the Division of the State Architect.
- 1.8.7 Consultant shall apply for and obtain required approvals from the Division of the State Architect and all other applicable governmental agencies, and shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities. Consultant shall cause drawings and specifications to conform to applicable requirements of law local, regional, and state and to the requirements of the State Department of Education and Division of the State Architect with regard to structural safety, carthquake safety, fire/life safety, and access compliance. Consultant shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval.
- 1.9 Bid Phase:
  - 1.9.1 If so required by District, Consultant shall assist District in completion of construction bid documents, including, but not limited to, Advertisement for Bids, Information to

Bidders, Bid Forms (including Alternate Bids as requested by District), Bonds, General Conditions, Special Conditions, form of Agreement, Disabled Veteran Business Enterprise preference forms, and/or affirmative action documents, if required, and any other documents reasonably required in order to obtain bids responsive to the specifications. All such documents shall be subject to the approval of the District. At the time of delivery of the completed construction documents, Consultant shall provide District with its final written itemized estimate of probable construction costs.

- 1.9.2 Consultant shall provide one set of reproducible construction documents either to District or to the District's designated alternate location, or Consultant shall distribute plans and specifications and maintain bidders' list as directed by District. All reproduction for Consultant's own purposes, including but not limited to in-house reproduction, reproduction for engineering consultants, and computer drawing/plotting shall be at no additional cost to District.
- 1.9.3 Consultant shall conduct no more than two (2) pre-bid walks with potential bidders.
- 1.9.4 If the lowest responsive bid exceeds the final construction budget by more than ten percent (10%), District may request Consultant to amend the final drawings and specifications and conduct additional pre-bid walks, at no additional expense to District, to re-bid the Project so that bids are within ten percent (10%) of the final construction budget.

#### 1.10 Construction Phase:

- 1.10.1 Observation of the work executed from the construction documents shall be in person by Consultant.
- 1.10.2 Consultant shall provide general administration of the Project as detailed in the scope of services.
- 1.10.3 The construction phase shall commence with the Notice to Proceed to the contractor, and will terminate upon written recommendation by Consultant for final payment on the prime contract, approval by the District that the Project is complete, and with filing of a Notice of Completion with the County Recorder.

# 2. SCOPE OF SERVICES:

- 2.1 District employs Consultant as an Architect pursuant to Government Code Section 53060 to perform the necessary professional services of this Agreement. Consultant represents that Consultant is fully licensed, qualified and willing to perform the services required by this Agreement, and that it has the special training, skill and expertise necessary to design, supervise the project development and provide contract administration for the construction of the Work. Consultant represents that it will at all times act with the District's best interest in mind. Consultant shall name a specific person who is fully licensed to practice as an architect in the State of California to be the designated Consultant's project manager, subject to the approval of the District. The designated architect shall maintain personal oversight of the project and act as principal contact for all parties involved in the Project. Any change in the designated architect shall be subject to the approval of the District.
- 2.2 Consultant shall have adequate personnel, facilities, equipment and supplies to complete the work of this Agreement.
- 2.3 Consultant shall engage all the appropriate architects, engineers, or other persons qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of all parties engaged by the Consultant for the execution of the Work of this Agreement. Consultant shall notify District of the identity of all parties engaged for the Project prior to the commencement of their work. Consultant shall fully coordinate all architects, engineers and other parties involved in completing the Work. The objective of this

coordination is to provide a complete, comprehensive and workable design in which the work of Consultant and each of its subconsultants is properly interfaced and coordinated with regard to details and systems.

2.4 All engineers, architects and other parties engaged to provide services for this Agreement shall be required to show evidence of a policy of professional liability insurance, if commercially available, meeting the same requirements as those required of Consultant in this Agreement.

2.5 Consultant shall promptly obtain written District approval of assignment and/or reassignment or replacement of such architects, engineers or other parties engaged for the work of this Agreement or of other staff changes of key personnel working on the Project. Any changes in Consultant's Project representatives and staff for the Project shall be subject to the approval of the District.

2.6 All architects, engineers, draftspersons, clerical personnel and others engaged to perform services under this Agreement shall be retained by Consultant at Consultant's sole expense.

2.7 Consultant shall coordinate its work, if required, with the work of the District's separately contracted hazardous materials consultants. Such coordination shall not impose on Consultant any responsibility for the work of the hazardous materials consultant. Consultant shall, however, consider the work of the hazardous materials consultant in development of construction phasing, overall cost estimates, design scope, and product specifications.

2.8 Consultant shall provide District with a copy of all written communications and submittals to third parties regarding the Project.

2.9 Construction of the Project: Consultant shall provide general administration of the Construction Documents, including, but not limited to, the following: The Architect's responsibility to Provide Basic Services for the Construction Phase under this agreement commences with the award of the Contract for Construction and terminates at the earlier of the Issuance to the Owner of the Final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, unless extended under other terms of this agreement. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with the consent of the Contractor, which shall not be unreasonable withheld. The Architect shall be a representative and shall advise and consult with the Owner (1) during until the final payment to the contractor is due, and (2) as an Additional Service at the Direction from time to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written agreement.

2.9.1 Attend a pre-construction meeting with all interested parties.

2.9.2 Conduct site visits as often as necessary and appropriate to the stage of construction, but at least one visit per week, to observe the contractor's work for conformance with the plans and specifications and to confirm work is progressing in accordance with the Construction Documents and contractor's schedule.

2.9.3 Conduct site visits to communicate and observe the activities of the Project Inspector, who is mutually acceptable to Consultant and District, and employed by District. Consultant shall direct the Project Inspector and/or contractor and coordinate in the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to underground utility lines.

2.9.4 Cause engineers and other parties engaged for the work to observe the work completed under their disciplines as required, and approve and review all test results for conformance with the original approved documents for their portion of the Work.

2.9.5 Make regular reports as may be required by the applicable federal, state, regional or local agencies.

2.9.6 Attend all construction meetings and provide written reports to the District, as requested, after each construction meeting to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, but no less than one meeting per week unless specifically directed otherwise by the District.

- 2.9.7 Make written reports as necessary to inform District of problems arising during construction, changes contemplated as a result of each such problem, and progress of the work.
- 2.9.8 Keep records of construction progress and time schedules and advise contractor and District of any deviations from the time schedule, which could delay timely completion of the Project.
- 2.9.9 Check and process, in a timely manner, all required material and test reports and report to the Division of the State Architect, the contractor and the District any deficiencies in material as reflected by those reports, with recommendation for correction of such deficiencies.
- 2.9.10 Review and respond in a timely manner, but in no case in excess of ten (10) calendar days, to all schedules, submittals, shop drawings, samples, and other submissions of the contractor for compliance with design and specifications, and to ensure timely completion of the work.
- 2.9.11 Review and respond to all Requests for Information (RFIs) in a timely manner, but in no case in excess of five (5) calendar days.
- 2.9.12 Promptly reject, as confirmed with District, any work or materials, which do not conform to the Construction Documents and notify District in writing of such rejection.
- 2.9.13 Consult with District with regard to substitution of materials, equipment, and laboratory reports thereof prior to the final approval of such substitutions by District in writing.
- 2.9.14 Consultant shall prepare all documents and/or drawings made necessary by errors or omissions on the part of the Consultant or Consultant's subconsultants at no additional cost to District.
- 2.9.15 Evaluate and notify District, in a timely manner and in writing, of any change requests, material change or changes, requested or necessary, in the plans and specifications of the Project. Written notification may be by way of providing District with a copy of such request. Consultant shall not order contractors to make any changes affecting contract price without approval by the District of a written change order request.
- 2.9.16 Examine, verify and approve contractor's monthly application for payment and issue certificates for payment for work and materials approved by the Project Inspector which reflect Consultant's and District's recommendations as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for some other reason.
- 2.9.17 Provide technical direction and interpret Contract Documents for Project Inspectors, conduct a review of the daily inspection reports submitted by Project Inspectors, and issue such recommendations to the District as the evaluation of the report data indicates necessary to insure that all work strictly complies with the requirements of the Contract Documents.
- 2.9.18 Render prompt advice to District on claims, disputes, and other matters in question between the contractor and District relating to the execution or progress of the work or the interpretation of the Contract Documents.
- 2.9.19 Analyze and advise the District as to acceptability of test reports, methods, materials, equipment and systems.
- 2.9.20 In conjunction with District, determine date of completion.
- 2.10 Construction Close-out:
  - 2.10.1 After being notified that the Project is nearing completion, Consultant shall prepare the punchlist(s), incorporating all comments from Project Inspector, principal, and District project manager. Consultant shall participate in the final review of the Project and review completion of punchlist items. Consultant shall notify contractor in writing, with copies to District, that all deficiencies and punchlist items must be corrected prior to acceptance of the Project and final payment.
  - 2.10.2 Review materials assembled by contractor and deliver to District complete written warranties, guarantees, owner's manuals, instruction books, diagrams, record drawings

("as builts") and any other materials required from the contractors in accordance with the Contract Documents.

- 2.10.3 Make further review necessary to issue Consultant's Notice of Completion and final certificate for payment.
- 2.10.4 Cause Consultant's subconsultants to file required documentation with governmental agencies necessary to close out Project.
- 2.10.5 Assist District in fulfilling requirements of authorities and funding agencies relative to disbursements made under the construction contract for the Project.
- 2.10.6 Procure permits and coordinate all regulatory authorities as necessary to procure approvals and assure compliance with applicable laws.
- 2.10.7 Prepare and submit such periodic reports as may be required, including but not limited to Form SSS-6A/E to the Department of General Services, Division of the State Architect.
- 2.10.8 Prepare and/or firmish all documents necessary for final approval and/or acceptance to the Division of the State Architect. Obtain final Division of State Architect certification of compliance with regulations and/or such other approval or certification as may be normal for the Project as contemplated by this Agreement, including requirements of the State of California, Department of Education, Office of Public School Construction, State Allocation Board, or any other governmental agency or lending authority having jurisdiction over the Project.
- 2.10.9 On approval by District, Consultant shall forward to District two sets of plans and specifications corrected to "as built" conditions by the Contractor and reviewed by the Consultant for accuracy. Consultant shall also deliver a computer file in TIFF format of the same document at a minimum 300 d.p.i. resolution. The Consultant shall also deliver two sets of the original DSA approved plans and specifications in original word

processing and CAD file format. If Record drawings are required by the District, the plans and specifications shall be provided to the District in a computer file in a format designated by District. District shall be provided with a computer file in TIFF format containing the plans and specifications of the Consultant or other subconsultants on the Project.

2.10.10 Assist in the start-up, testing and placing in operation special equipment and systems.

# 2.11 District Responsibilities

- 2.11.1 Make available to Consultant all necessary data and information concerning the purpose and requirements of the Project.
- 2.11.2 Depending upon the scope of the Project, furnish Consultant with, or direct Consultant to procure at District expense, a survey of the Project site preparation by a registered civil engineer or surveyor and any other record documents which shall indicate existing structures, land features, improvements, sewer, gas, electrical and utility lines, topographical information and boundary dimensions of the site. District shall provide or direct Consultant to provide a soils investigation report and geological report, if required by law and by the scope of work.
- 2.11.3 Appoint and pay, upon mutual agreement with Consultant, a Project Inspector as provided by state law. Said Project Inspector shall be qualified and approved by Consultant and the Division of the State Architect, shall be under the direction of Consultant, and shall be responsible to, and act in accordance with, the policies of District. Administration by Consultant shall be in addition to continuous inspection of Project Inspector.
- 2.11.4 Assist in distribution of plans and specifications and conduct the opening of bids.
- 2.11.5 Furnish surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known for the proper development of the required drawings and specifications and to determine soil condition.
- 2.11.6 Retain a testing service for materials and inspection as required by Title 21 of the California Code of Regulation.

- 2.11.7 Direct pay or reimburse the payment of all fees required by any reviewing or licensing agency.
- 2.11.8 Designate a representative to act as liaison between Consultant and District in administration of the Agreement and the Construction Documents.
- 2.11.9 Review all documents submitted by Consultant, including change orders and other matters requiring District's Governing Board approval. Advise Consultant of decisions pertaining to such documents within a reasonable time after submission.
- 2.11.10 Notify Consultant of any deficiencies in material or workmanship that become apparent during contractor's warranty period.
- 2.11.11 Furnish such legal advice and services as may be required in the opinion of the District to protect District's interest in Project.
- 2.11.12 Nothing in this Agreement nor any act or failure to act on the part of the District shall be construed as a waiver of a claim by District for any defects or deficiencies in the drawings and/or specifications, or of the construction supervision required of Consultant.
- 2.12 Consultant shall be paid by District on a monthly basis, based upon percentage of work completed as defined in fee breakdown included in Appendix B. In order to receive payment, Consultant shall present an invoice for approval by District's project manager or representative.
- 2.13 For all invoices or statements from Consultant for additional services or billings based on hourly fees, Consultant shall present an itemized detailed accounting for all hours incurred.
- 2.14 Consultant shall be liable for any damages and costs incurred by, and any claims against, District that result from Consultant's negligence in performance of this Agreement. Additionally, Consultant shall not be paid a fee for work required due to Consultant's negligence or the negligence of Consultant's subconsultants engaged to provide services under this Agreement. Consultant shall familiarize himself/herself with actual condition of the site and buildings by conducting a physical examination of the premises, including any roofs, crawlspaces or attics where work of the contract is scheduled to occur.

#### 3. ADDITIONAL SERVICES:

For the purposes of this Agreement, "Additional Services" shall mean those services, which exceed the scope of Basic Services to accomplish the Scope of Work outlined above. Prior to rendering any such services, Consultant shall advise District if it believes the services constitute Additional Services, and shall proceed with such services only after written approval from District. Consultant shall be compensated for Additional Services at the quoted hourly rates set forth in Appendix D. The following services shall be considered extra services:

- 3.1 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Consultant's deficient performance.
- 3.2 Property surveys, engineering surveys and staking, to the extent not required by other provisions of this Agreement.
- 3.3 Preparing to serve or serving on behalf of the District as an expert witness in connection with any arbitration, administrative or other proceeding, or legal proceeding.
- 3.4 Services to verify accuracy of geotechnical reports.
- 3.5 Services related to the selection of moveable furniture and equipment.
- 3.6 Services caused by the delinquency, default or insolvency of the contractor or by major defects in the work of the contractor in the performance of the construction contract, provided that such services made necessary by the failure of Consultant to detect and report such matters shall not be compensated.
- 3.7 Observation of repairs of damages to structure.
- 3.8 Providing additional insurance coverage requested by District beyond that specified in this Agreement. Consultant shall comply with this request and insurance shall be provided at Consultant's cost.

All work required as a result of any failure on the part of Consultant to perform its obligations under this Agreement shall be performed by Consultant at no additional cost to District and shall not be deemed to be Additional Services

End of Appendix A

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# APPENDIX B

# 1. COMPENSATION AND PAYMENT:

- 1.1 As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid a Not To Exceed amount one million, three hundred fifty-six thousand, four hundred fifty dollars and no cents (\$1,356,450.00), including all reimbursables, based on billing rates outlined below. The total amount of the fee is\$1,356,450.00, which is a negotiated fee between the District and the Consultant. The total Consultant fee shall be increased only after both parties have entered into properly executed modifications to this Agreement.
- 1.2 A separate invoice shall be submitted for payment. Invoices should not be submitted in periods more frequent than monthly. The accumulated amount shall not exceed the percentage of completion of the services as estimated by the Consultant and approved by District. All invoices shall be accompanied by a District Form "Consultant Invoice and Status Report".

# 2. FEE SCHEDULE

2.1 Payments for services shall be made in accordance with a schedule of completion as follows:

Schematic Design Phase:	13%	\$176,338.50
Preliminary investigation and schematic design, including submittals		
Design Development Phase:	15%	\$203,467.50
Preparation of design development drawings based upon approved preliminary submittals		
Construction Documents Phase:	45%	\$610,402.50
Preparation of contract based upon approved design		
development submittals		
Bidding and Public Agency Approval Phase:	5%	\$67,822.50
Services during bid phase and agency approvals		
Construction Phase:	17%	\$230,596.50
Contract administration services during construction		
Closeout Phase:	5%	\$67,822.50
Services provided during construction closeout		
Tota	1 100.00%	\$1,356,450.00

# ADDITIONAL PROVISIONS

The Consultant shall, at no additional cost to District, make any changes in approved plans and specifications increasing to obtain a responsible and responsive bid, which is acceptable to, and within the cost standards established by District. The Consultant shall not perform or receive payment for extra cost services of this contract without specific prior, written approval of District. Constant's compensation shall be on of upon the negotiated contract compensation at rotat, with payment to be in the many dataset with the above out of the dute, whe parties understand at a agree that the operanted contract one may be increased by an arroward of the gravitational between the parties to cover additive beamer orders or an obstance contract price any be determed by an annount to be negotiated between the parties cover detactive traces orders. The parties a receiver of the antimount to be negotiate a research to parties cover detactive transporters. The parties a receiver of the antimount to be negotiate a research to negotiate a research to decrease in the contract price, or the event that the operation of the the antigative recearch of the research the contract price, or the event that the core of work for the construction project. Cover, or this e-mail of the research by the flow to very the state of the output for the construction project.

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ADDITIONAL SERVICES

Consultant shall be paid for additional services not originally contemplated by the parties to this Agreement as follow (provided the additional services have received advance written approval by the Disurer: Services (5%) of the cost of furnishings, equipment, or other articles incorporated in the Construction Documents by Consultant and non-included in the cost of the Work. Special set consultant and non-included in the cost of the Work. Special set consultant for services, or the equivalent of a five percent (5%) markup. End of services, or the equivalent of a five percent (5%) markup.

#### APPENDIX C

#### Project Schedule:

The consultant shall complete the scope of services and deliver to the Owner all documents, reports and other deliverables per the following schedule:

Description	Start Date	Completion
Scoping	Completed	
Design	2/25/2010	9/30/2010
Review	10/1/2010	10/31/2010
DSA/Bid	11/1/2010	2/28/2011
Construction	3/1/2011	5/30/2012
Target Move-In Closeout	6/1/2012	9/30/2012

#### Project Budget:

The budget established for the entire project scope of work is not to exceed \$11.5 million. The Consultant shall advise the District in writing at any time during the progress of the work if there is any indication that the cost of the project will exceed the above budget. The consultant understands and agrees that consultant's compensation amount is a sum that is negotiated between District and consultant and such amount is not calculated based upon the overall Project Budget.

#### Statement of Confidentiality:

This Confidentiality agreement is between Gould Evans Baum Thornley, (hereinafter referred to as "Consultant"), and the Oakland Unified School District (hereinafter referred to as "District"), in anticipation of architectural and engineering services pertaining to the Montclair New Classroom Building New Classroom Portables Project.

Consultant agrees to keep confidential and not disclose to anyone other than the Superintendent, his/her designee, and authorized personnel in the District's Facilities Planning and Management and Legal Departments, information obtained by or provided to Consultant pursuant to consultant's anticipated or actual work, to the extent allowed by law. Consultant further agrees to have each employee, independent contractor or subconsultant retained or hired by Consultant agree to these confidentiality provisions and sign a copy of this Agreement prior to performing any work.

Upon conclusion of any services performed by Consultant, Consultant agrees to return to the Director of Facilities of the District all documents obtained by or provided to consultant, along with any documents created by Consultant as a part of consultant's work.

Consultant and District agree that this agreement is being entered into in advance of any actual work being performed and this agreement does not create any interest expectation in any work to be performed.

Date:

Date:

Date:

Date:

29/10 Date:

End of Appendix C

APPENDIX D

Consultant's Billing Rates and Direct Costs:

Fee Schedule:

Consultant shall be compensated for basic services and additional services at the following hourly rates as set forth below:

Title	Hourly Rate
Principal	\$175.00
Senior Designer	\$150.00
Project Manager	\$135.00
Project Designer	\$135.00
Job Captain	\$115.00
Drafting Staff	\$95.00
Administrative Staff	\$95.00
Staff Designer	\$95.0

End of Appendix D

RODUCER Lockton Companies, LLC-1 Koosas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000		HOLDER. 1	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.						
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	CLAIMS MADE X OCCUR	6804989L645 (CA)			MED EXP (Any one person)	\$ 5,000			
					PERSONAL & ADV INJURY	\$ 1,000,000			
					GENERAL AGGREGATE	\$ 2,000,000			
	GENLAGGREGATE LIMIT APPLIES PER: POLICY X JECT X LOC	1997 Websterner verster fres and en un versich aus die Aussia die autoristic			PRODUCTS - COMP/OP ACC	\$ 2,000.000			
	AUTONOBILE LIABILITY	37UENIS7048	9/10/2009	9/10/2010	COMBINED SINGLE LIMIT (Ea aboident)	s 1,000,000			
	ALL OWNED AUTOS SCHEDULED AUTOS	SCHEDULED AUTOS		BOOILY INJURY (Per person)	s xxxxx				
	X HIRED AUTOS				BODILY INJURY (Per accident)	\$ XXXXX3			
					PROPERTY DAMAGE (Par socidant)	s xxxxxx			
1	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	S XXXXXX			
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+-	1				A00	S XXXXXX			
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	DEDUCTRIE X UMBRELLA					s XXXXXX			
	BUDDENDER PENCE					s XXXXX			
At	RETENTION S ORKERS COMPENSATION NO EMPLOYERS' LIABILITY YIN				X WC STATU DTH- TORY IMITS ER				
0	Y PROPRIETORPARTNEREXECUTIVE	XCUB7132Y97609	9/10/2009	9/10/2010	E.L. EACH ACCIDENT	\$ 500,000			
1 (M	tandatory ta NB) yes, describe tandel PECIAL PROVISIONS halow				E.L. DISEASE - EA EMPLOYEE	and the second sec			
0		LES / EXCLUSIONS ADDED BY END	DORSEMENT / SPECIAL PRO	DSIONS		S 500,000			
JENH	DISTRICT, ITS DIRECTORS, OFFICE RAL, AUTO AND EXCESS LIABILI' OGATION APPLIES WHERE ALLOW	Y. THESE COVERAGES AR	E PRIMARY AS REQUI	RED BY WRITTEN	V CONTRACT, WAIVER OF	F F			
	IFICATE HOLDER		CANCELLA	······································	BED POLICIES BE CANCELLED	SECODE NOT ENDING			
	2130 KLAND UNIFIED SCHOOL DISTRICT	r			RER WILL ENCEAVOR TO MAIL				
DEF 955	ARTMENT OF FACILITIES PLANNI HIGH STREET KLAND CA 94601		IMPOSE NO C	BLIGATION OR LIAB	ER NAMED TO THE LEFT, BUT F				

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C	ORD <sup>®</sup> CERT	IFICATE OF I	IABILITY I	NSURA	NCE	DATE (MM/DD/YYYY
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	Kansas City MO 64112-1906			D, EXTEND O		
	(816) 960-9000		ALTER THE	LICIES BELOV		
	10101000		INSURERS AF	NAIC #		
SURE	GOULD EVANS AFFILIATES, P.A		INSURER A: 1. 109			
860	MS. BECKY RIMMER		INSURER B:	us of Longon		
	4041 MILL ST.		INSURER C:			
	KANSAS CITY MO 64111		INSURER D:			
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OVE	RAGES GOUEVOI PM		THE	CERTHCATE OF INCH	RANCE DOES NOT CONSTITUTE & CO REPRESENTATIVE OR PRODUCER AN	NTRACT DETWEEN THE
	POLICIES OF INSURANCE USTED BELC	WHAT BEEN ISSUED TO T				
ANY	REQUIREMENT, TERM OR CONDITION PERTAIN, THE INSURANCE AFFORDED	OF ANY CONTRACT OR OT	HER DOCUMENT WITH	RESPECT TO W	HOCH THIS CERTIFICATE A	AY BE ISSUED (
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RAD	DU TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MMODAYYYY)	POLICY EXPIRATION	LIMIT	\$
-	GENERAL LIABILITY				EACH OCCURRENCE	s XXXXXX
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					GENERAL AGGREGATE	s XXXXXX
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1	POLICY X PRO. X LOC					
+	AUTOMOBILE UABILITY				COMBINED SINGLE LIMIT	
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	ALL OWNED AUTOS				BOOK Y INJURY	
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	NORKERS COMPENSATION	NOT APPLICABLE			TORY LIMITS LCR	1
	ANY PROPRIETORPANTIEREXECUTIVE				E.L. EACH ACCIDENT	S XXXXXX
1.1	OPPICER:MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYER	s xxxxxx
	I yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	S XXXXXX
	OTHER	LDINT0901310	9/10/2009	9/10/2010	\$1,009,000 SACH CLAIM & ANNUAL AGG., FOR ALL	IN THE
	PROFESSIONAL LIABILITY				PROJECTS.	
ESCR	TPTION OF OPERATIONS / LOCATIONS / VEHIC	ES / EXCLUSIONS ADDED BY END	DRSEMENT / SPECIAL PROVA	SIONS		
ER	TIFICATE HOLDER		CANCELLAT	TON		
107	82131		SHOULD ANY C	FTHE ABOVE DESICS	BED POLICES BE CANCELLED	BEFORE THE EXPRA
O.A	KLAND UNIFIED SCHOOL DISTRICT		DATE THEREOF	, THE ISSUING INSU	RER WILL ENDEAVOR TO MAIL	30 DAYS WR
	PARTMENT OF FACILITIES PLANNI		NOTICE TO THE	CERTIFICATE HOLD	ER NAMED TO THE LEFT, BUT I	ALURE TO DO SO S
	S HIGH STREET		IMPOSE NO OR	LIGATION OR LIAB	LITY OF ANY KIND UPON THE	NSURER, IT'S AGENT
0/	KLAND CA 94601		REPRESENTAT	IVES.		
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			13/201	nad s	han	-
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	IFICATE OF I			NCE AS A MATTER OF	DATE (MM/ODP/YYY 1/28/2010	
DDUCER Lockton Companies, LLC-1 Kansas ( 444 W. 47th Street, Suite 960 Kansas City MO 64112-1906 (816) 960-9000	Jay .	HOLDER.	CONFERS NO	O RIGHTS UPON THI TE DOES NOT AMEN FFORDED BY THE PO	E CERTIFICAT	
(010)200 2000		INSURERS A	FFORDING COV	ERAGE	NAIC #	
URED GOULD EVANS AFFILIATES, P.A		INSURER A: The	Charter Oak Fire In	surance Company	25615	
22947 MS. BECKY RIMMER		INSURER B: TTA	velers Indemnity	CoofCT	25682	
4041 MILL ST.		Contraction of the Colling of the Co	INSURER C: Hartford Fire Insurance Company INSURER D: Travelors Casualty Ins Co of America			
KANSAS CITY MO 64111		INSURER D: Tran				
1		INSURER E:				
OVERAGES GOUEV01 PM THE POLICIES OF INSURANCE LISTED BELC ANY REQUIREMENT, TERM OR CONDITION WAY PERTAIN, THE INSURANCE AFFORDE! POLICIES, AGGREGATE LIMITS SHOWN MA	N OF ANY CONTRACT OR OT D BY THE POLICIES DESCRIB	HE INSURED NAMED AB HER DOCUMENT WITH ED HEREIN IS SUBJECT	SUKERISI, AUTHORIZED R SOVE FOR THE POR I RESPECT TO WI	HCH THIS CERTIFICATE N	OTWITHSTANDIN	
ADD'L TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MMCDIVYYY)	LIMIT	s	
GENERAL LIABILITY				EACH OCCURRENCE	s 1,000,000	
X COMMERCIAL GENERAL LIABLITY	6804796L99A (AOS)	9/10/2009	9/10/2010	DAMAGE TO RENTED PREMISES (Es occurrence)	s 50,000	
CLAIMS WADE X OCCUR	6804989L645 (CA)			MED EXP (Any one person)	\$ 5,000	
				PERSONAL & ADV INJURY	\$ 1,000,000	
				GENERAL AGGREGATE	\$ 2,000,000	
GENL AGGREGATE LIMIT APPLIES FER: POLICY X PRO X LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000	
AUTOMOBILE LIABILITY X ANY AUTO	37UENIS7048	9/10/2009	9/10/2010	COMBINED SINGLE LIMIT (Ea accident)	s 1,000,000	
ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS			BODILY INJURY (Per person)	\$ XXXXXX		
X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$ XXXXXX	
				PROFERTY DAMAGE (Per accident)	\$ XXXXXX	
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$ XXXXXXX	
ANY AUTO	NOT APPLICABLE			OTHER THAN EA ACC AUTO ONLY: AGG	s XXXXXXX	
EXCESS / UMBRELLA LIABILITY				FACH DECURRENCE	\$ 1,000,000	
X OCCUR CLAIMS MADE	QK06501951	9/10/2009	9/10/2010	AGGREGATE	\$ 1,000,000	
					S XXXXXX	
DEDUCTIBLE X UMBRELLA					s XXXXXX	
RETENTION \$					s XXXXXX	
WORKERS COMPENSATION AND EMPLOYERS' LIABLITY				X WC STATU- OTH-		
ANY PROPRIETORIARTIERIEXECUTIVE	XCUB7132Y97609	9/10/2009	9/10/2010	EL. EACH ACCIDENT	s 500,000	
(Mandatory in NH)				EL DISEASE - EA EMPLOYEE	\$ 500,000	
Byes, describe under SPECIAL PROVISIONS below	1		1	EL DISEASE POLICY LIMIT	\$ \$00,000	
OTHER						
SCRIPTION OF OPERATIONS / LOCATIONS / VEHICL HE DISTRICT, ITS DIRECTORS, OFFICEJ USINGRAL, AUTO AND EXCESS LIADILIT UBROGATION APPLIES WHERE ALLOW	RS, EMPLOYEES, AGENTS A Y, THESE COVERAGES ARE	ND REPRESENTATIVE PRIMARY AS REQUID	ES ARE ADDITION	CONTRACT WAIVER OF		
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0782130				BED POLICIES BE CANCELLED		
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DEPARTMENT OF FACILITIES PLANNE	NG & MANAGEMENT	1		ER NAMED TO THE LEFT, BUT F		
955 HIGH STREET				ITY OF ANY KIND UPON THE I	SURER, ITS AGENT	
OAKLAND CA 94601		REPRESENTAT AUTHORIZED T		1 at		
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CORD 25 (2009/01)		(I)	© 1988-2019 A	ORD CORPORATION.	All rights re:	

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DUG	<sup>2ER</sup> Lockton Companies, LLC-1 Kansas ( 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (8165 960-9000	City	HOLDER.	CONFERS NO	JED AS A MATTER OF D RIGHTS UPON THI TE DOES NOT AMEN FFORDED BY THE PO	E CE D, E	RTIFICATI
	(0) 07 5 00 5 5 0 0		INSURERS A	FFORDING COV	ERAGE	N	AIC #
URE	B GOULD EVANS AFFILIATES, P.A			vd's of London		1	
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THE ANY MAN	POLICIES OF INSURANCE LISTED BEL REQUIREMENT, TERM OR CONDITION PERTAIN, THE INSURANCE AFFORDE ICIES, AGGREGATE LIMITS SHOWN MM	N OF ANY CONTRACT OR OT D BY THE POLICIES DESCRIB	HE INSURED NAMED AE THER DOCUMENT WITH ED HEREIN IS SUBJECT	NOVE FOR THE POL	NCH THIS CERTIFICATE M	OTWI	THSTANDIN
RAIN	SRD TYPE OF INSURANCE	POLICY NUMBER	DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/OD/YYYY)	LIMIT	5	
T	GENERAL LIABILITY				EACH OCCURRENCE	\$	XXXXXXX
	COMMERCIAL GENERAL LIABILITY	NOT APPLICABLE			DAMAGE TO RENTED PREMISES (Ea occurrence)	s	XXXXXXX
1	CLAIMS MADE DOCCUR				MED EXP (Any one person)	\$	XXXXXXXX
1					PERSONAL & ADV INJURY	3	XXXXXXX
					GENERAL AGGREGATE	\$	XXXXXX
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-	POLICY X PRO X LOC		1		2		
Same and the state	AUTOMOBILE LIABILITY	NOT APPLICABLE			COMBINED SINGLE UNIT (Ea accident)	5	XXXXXXX
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	XXXXXX
	HIRED AUTOS	da waa ahaa ahaa ahaa ahaa ahaa ahaa aha			BODILY INJURY (Per accident)	\$	XXXXXX
					PROPERTY DAMAGE (Per accident)	\$	XXXXXX
	GARAGE LIABILITY				AUTO ONI, Y - EA ACCIDENT	\$	XXXXXX
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1	- I STON						XXXXXXX XXXXXX
	WORKERS COMPENSATION			1	VAC STATUL OTH	-	anaraa.
	AND EMPLOYERS' LIABILITY YIN	NUTAPPLICABLE				s	XXXXXX
-	OFFICERMEMBER EXCLUDED?				and the second design of the s	-	XXXXXXX
	If yes, describe under					S	XXXXXX
	OTHER PROFESSIONAL LIABILITY	LDINT0901310	9/10/2009	9/10/2010	\$1,000,000 EACH CLAIM & ANNUAL AGG., FOR ALL PROJECTS.		
A	RETENTION S WORKERS COMPENSATION AND EMPLOYERS' LABILITY ANY PROPRIETO-PARTINER/EXECUTIVE (Mandatory in NH) Vise, dotribution SPECIAL PROVISIONS Delow OTHER PROFESSIONAL				I TORY LIMITS I I EP EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT SI 000,000 EACH CLAIM & ANNUAL AGG, FOR ALL	5 5 5 5	XXX XXX XXX XXX
ER	TIFICATE HOLDER		CANCELLA	TION			
07	82131		SHOULD ANY C	OF THE ABOVE DESCRI	BED POLICIES BE CANCELLED	BEFOR	ETHEEXPIRA
D1 95	AKLAND UNIFIED SCHOOL DISTRICT PARTMENT OF FACILITIES PLANNI 5 HIGH STREET AKLAND CA 94601		NOTICE TO TH IMPOSE NO CI REPRESENTAT	E CERTIFICATE HOLD BLIGATION OR LIABIL INVES.	RER WILL ENDEAVOR TO MAIL ER NAMED TO THE LEFT, BUT F ITY OF ANY KIND UPON THE IN	AILUR	ETODOSOSI

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The ACORD name and logo are registered marks of ACORD For overturns requiring the carterians, contact the relation in Producer section above and equility the cleart code "DOUEVOT".

### **ROUTING FORM**

Check contract title: x Professional Services Contract

Amendment to PCS

Montclair New Classroom Building New Classroom Portables

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

deft in the second s		Contrac	tor information	a ef 8 8	
Contractor Name	Gould Evans E	Baum Thornley	Contractor's Contact Perso	n Bob Baur	n
Street		anna Anna i mailteadh sinn ài Anna 1990an a' Mailtean annann an a	Title		an a
Address	95 Brady Stree	et	Title	Project N	lanager
City	San Francisco	erry and the man of the second s	Telephone	415-503	-1411
State	CA	Zip Code 94103	Policy Numbe	r 9-	10-2010
Tax ID/Soc S	Sec #	A second se	OUSD Contra		and a reason many Many and Many and Many Street Stree
Has Contrac	tor been an OUS	SD contractor?	Has Contractor	worked as an OU	SD employee?
	and particulation and many events of the state of	(s) and tax ID/social secu		11.1779 p. 16.71 p. 17.100 p. 1	an and an and a second se
number(s), if					
	en il ne den		Term		
Date Work V	Vill Begin	February 25, 2010	Date Work Will E (not more than 5 year		October 20, 2014
		1	1 therefore man a year	5 Hom Star Bate	
a the second second		Co.	mpensation		Same and the second second
Total Contra	ict Amount	\$	Total Contract No		\$1,356,450.00
Pay Rate Pe	er Hour (n Hourly)	\$	If Amendment, Ch	nanged Amount	S
Other Expen	ises		Regulation Numb	er	
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Funding Reso	urces	Org Key #	F Unique	Object	Amount
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					5
Name of Fu	nding Source:	General Obligation Bo	nd-Measure B		
	Program Inf	ormation - Indicate the	Number of Person	ns to Benefit from	n Services
Grade Level				1	
	(s)	Students	Teachers		Parents
Administrato	and the second s	- I more and the second s	and and and and a second second		Parents
	ors i	Others (Please Speci	y)		and the second descent
58 . S.	OFS I	Others (Please Special OUSD Contract	y) at Originator Inform	nation	
Name of OL	ors i	Others (Please Specal OUSD Contrac Charles Love	y) <b>t Originator Inform</b> Email   c	nation hartes love@ouse	
Name of OL Telephone	JSD Contact	Others (Please Spece OUSD Contrac Charles Love 510-879-8389	y) t Originator Inform Email c Fax 5	nation harles love@ouse 10-879-3673	
Name of OL	JSD Contact	Others (Please Specal OUSD Contrac Charles Love	y) t Originator Inform Email c Fax 5	nation harles love@ousc 10-879-3673	
Name of OU Telephone Site/Dept. N	JSD Contact	Others (Please Spece OUSD Contrac Charles Love 510-879-8389 Department of Facilitie	y) <b>t Originator Inform</b> Email e Fax 5 es Planning and Ma	nation harles love@ouse 10-879-3673 inagement	
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A999069.P001 Rev. 7/24/03

THIS FORM IS NOT A CONTRACT

Prepared By: Susie Butler-Berkley

# PROFESSIONAL SERVICES CONTRACT ROUTING FORM

			San State of State	Project Informatio	n		1. 1. 1. 1. 1. 1.		
roje			w Classroom Buildi	ng/New	Site	Montclair	Elemen	lary School	
(Decom)		Classroom F	Portables	No. of the second state of the					
				<b>Basic Directions</b>		(1,2,2,2,2,2,2,2,2,2,2,2,2,2,2,2,2,2,2,2	e que e		
	Services	cannot be p	rovided until the cor	tract is fully approv	ed and a F	Purchase Order	has be	en issued.	
tac	hment Pr	oof of genera	I liability insurance, in	cluding certificates an	id endorser	ments, if contrac	t is over	\$15,000	
hee	cklist	orkers compe	ensation insurance cer	tification, unless ven	dor is a sole	e provider			
	-			anta, bişlanızlaranta addıradığa	inerandici. «««« <b>»</b> »»»»»»»»»»»»»»»»»»»»»»»»»»»»»»»»			<u>z</u>	
			C	ontractor Informa	tion	and the second			
oni	tractor Name	Gould Ev	ans Baum Thornley	Agency's (	COLUMN STREET, S	Bob Baum	and the second second		
US	D Vendor ID #	V059319		Title		Project Manager			
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THIS FORM IS NOT A CONTRACT

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File ID No.	10-0217
Introduction Date	2-17-2010
Enactment No.	10-0358
Enactment Date	2-24-10
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#### OAKLAND UNIFIED SCHOOL DISTRICT Office of the Board of Education February 24, 2010

To: Board of Education

Tony Smith, Ed.D., Superintendent

Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services

Subject: Agreement for Professional Services - Gould Evans Baum Thornley -Montclair New Classroom Building New Classroom Portables Project

#### **ACTION REQUESTED**

From:

Approval by the Board of Education of a Professional Services Agreement between District and Gould Evans Baum Thornley for Architect and Engineering Services at Montclair New Classroom Building New Classroom Portables Project in an amount not to exceed \$1,356,450.00. The term of this Agreement shall commence on February 25, 2010 and shall conclude upon completion of the desired services described herein, but no later than October 20, 2014.

#### BACKGROUND

The new building on the Montclair school site will replace the existing cafeteria building and four portables.

#### STRATEGIC ALIGNMENT

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

#### DISCUSSION

The scope of the project is to provide design of ten classrooms, assembly room building including sitework and repaying of the existing play ground at the Montclair New Classroom Building Project. The attached proposal is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.

#### FISCAL IMPACT

The funding source for this project is General Obligation Bond-Measure B.

## LOCAL BUSINESS PARTICIPATION PERCENTAGE

23.7%

#### RECOMMENDATION

Approval by the Board of Education of a Professional Services Agreement between District and Gould Evans Baum Thomley for Architect and Engineering Services at Montclair New Classroom Building New Classroom Portables Project in an amount not to exceed \$1,356,450.00. The term of this Agreement shall commence on February 25, 2010 and shall conclude upon completion of the desired services described herein, but no later than October 20, 2014.

Key code: 1439901810-6215

#### AGREEMENT FOR PROFESSIONAL SERVICES

1 I I

#### WITH

#### GOULD EVANS BAUM THORNLEY

FOR

Architectural and Engineering Services Montclair New Classroom Building New Classroom Portables Project Project No. 07050

#### OAKLAND UNIFIED SCHOOL DISTRICT

January 19, 2010



#### AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement between OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94601 (hereafter "District") and Gould Evans Baum Thornley, 95 Brady Street, San Francisco, CA 94103 (hereinafter "Consultant").

#### RECITALS

WHEREAS, this Agreement sets forth the terms and conditions under which the District shall obtain and Consultant will provide professional Architectural and Eugineering services for Montclair New Classroom Building New Classroom Portables Project.

WHEREAS, Consultant was selected by means of the District's consultant selection process, represents itself as having the requisite qualifications, and desires to provide the professional services required;

Now, THEREFORE, the District and Consultant agree as follows:

#### 1 Definitions

- 1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.
  - 1.1.1 Agreement: This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to:
    - 1.1.1.1 Appendix A, Scope of the Work, Scope of Services, Additional Services
    - 1.1.1.2 Appendix B, Compensation, Payment, Reimbursable Expenses
    - 1.1.1.3 Appendix C, Project Schedule, Project Budget, Statement of Confidentiality
    - 1.1.1.4 Appendix D, Consultant's Billing Rates and Direct Costs
  - 1.1.2 Work: The entirety of the work to be done in providing the District with the architectural consulting services described in this Agreement for the work, pursuant to the terms and conditions of this Agreement.

#### 2 Term of the Agreement

2.1 The term of this Agreement shall commence on February 25, 2010 and shall conclude upon completion of the desired services described herein, but no later than October 20, 2014.

#### 3 Services Consultant Agrees to Perform

- 3.1 Consultant must achieve the Work described in Appendix A, attached hereto and incorporated by reference as though fully set forth herein. Unless specifically excepted, the Consultant shall complete all services required by this Agreement, as set forth in Appendix A and all work of each activity within the times specified.
- 3.2 The Consultant shall keep District informed of its progress performing the Work. If Consultant anticipates exceeding the durations in the Schedule, it shall immediately inform the District in writing. Should the progress of the Work under this Agreement at any time fall behind schedule due to conditions not beyond the control of Consultant, Consultant shall be required to apply such

additional resources as necessary to bring progress of the Work under this Agreement back on schedule.

#### 4 <u>Compensation</u>

- 4.1 Upon written approval of each of Consultant's invoices by District's project manager, compensation shall be due Consultant according to the Compensation Schedule established in Appendix B.
- 4.2 District shall have no obligation to pay Consultant for charges incurred or payments due Consultant for any payment period until District receives from Consultant the deliverables required for that payment period and accepts them as complying with this Agreement. Consultant shall submit invoices in the form and manner required by the District. All amounts paid by District to Consultant shall be subject to audit by District.
- 4.3 Final payment will be made when all Work required under this Agreement has been completed and Consultant has transmitted all deliverables to the District. The final payment will include the final month's payment, plus any retention withheld from previous payments for deficient work corrected in the final submittal, less any amounts which may be determined due District because of Consultant's negligent errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages.

#### 5 Taxes

5.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Consultant.

#### 6 Qualified Personnel

6.1 Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant agrees that any studies or analysis included in the Work shall be performed or prepared by principals-in-charge or supervised by principals-in-charge, and that principals-in-charge shall be in "responsible charge" of the work. Such principals-in-charge shall sign all applicable documents and other items as required.

#### 7 Standard of Care

- 7.1 Consultant represents that it is qualified to perform the Work and that it possesses the necessary licenses and/or permits required to perform the Work. Consultant represents that it is knowledgeable in preparing the required documents for this type and scope of project.
- 7.2 The granting of any progress payment by District, or the receipt thereof by Consultant, or any review, approval or oral statement by any representative of District shall in no way waive or limit the representations and obligations in this section or lessen the liability of Consultant to reperform or replace unsatisfactory Work. Nothing in this section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

#### 8. Indemnification and General Liability

- 8.1 Consultant shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of Consultant or any person employed or agent engaged by Consultant.
- 8.2 Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, defend, and hold hamless District, its directors, officers, agents, employees, and representatives from and against any and all demands, claims, loss, liability costs and damages (whether in contract, tort or strict liability) incurred by District, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) incurred by District, or any other person, to the proportionate extent that it is alleged to have arisen out of or arises out of or is in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract. The indemnity and save harmless agreements expressed in this Section 8 shall not apply to the extent that doing so violates the provisions of Section 2782 of the California Civil Code.
- 8.3 Consultant shall place in its sub-consulting agreements and cause its sub-consultants to agree to indemnities and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.

#### 9 Liability of District

- 9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. To the furthest extent permitted by law, and 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 or the services performed in connection with this Agreement.
- 9.2 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above.

#### 10 Independent Contractor: Payment of Taxes and Other Expenses

10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between District and Consultant.

#### 11 Insurance

- 11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage's:
  - 11.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
  - 11.1.2 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for said self-insurance.
  - 11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting there from) and damage to property resulting from Consultant's or subcontractor's or subconsultant's operations.
  - 11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
  - 11.1.5 Professional Liability Insurance with limits not less than \$1,000,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.
- 11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
  - 11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
  - 11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:

Timothy E. White, Assistant Superintendent Oakland Unified School District Department of Facilities Planning & Management 955 High Street Oakland, California 94601

11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a

claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

- 11.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 11.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder.
- 11.7 District may, at its sole option, terminate this Agreement immediately, without notice to Consultant and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. Consultant shall be responsible for any and all uninsured losses.
- 11.8 If Consultant is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:
  - 11.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

#### 12 Suspension of Work

- 12.1 District may, without cause, order Consultant, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to Consultant of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.
- 13 Termination of Agreement for Cause
  - 13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement or may fail to complete the Work as required by this Agreement, District may terminate the Consultant contract upon seven days written notice to the Consultant. The District may request from Consultant written assurances of performance and a written plan to correct observed deficiencies in Consultant's performance if written notice of the same is provided by District. Failure to provide written assurances, may, in District's discretion, constitute grounds to declare a default under this Agreement.
  - 13.2 In the event of termination by District for cause

- 13.2.1 District shall compensate Consultant for the value of the Work delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back-charges, but District shall not compensate Consultant for its costs in terminating the Work or any cancellation charges owed to third parties;
- 13.2.2 Consultant shall deliver to District possession of the Work in its then condition, including but not limited to, all designs, engineering, Plan and Project records, cost data of all types, drawings and specifications and contracts with vendors and subcontractor or subconsultants, and all other documentation associated with the work, and all supplies and aids dedicated solely to performing Work which, in the normal course of the Work.

#### 14 Termination of Agreement for Convenience

14.1 District may terminate performance of the Work under the Agreement in accordance with this Paragraph in whole, or from time to time in part, whenever District shall determine that termination is in the best interest of District. Termination shall be effected by delivery to Consultant of notice of termination specifying the extent to which performance of the Work under the Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than seven (7) calendar days from the date the notice of termination is delivered. Consultant shall be compensated for professional services rendered to the effective date of termination for convenience. Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant or subcontractor (or sub-consultants) after receipt of a notice of termination.

#### 15 Proprietary or Confidential Information of District

Consultant understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information, which may be owned or controlled by District, and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement, and shall sign the Statement of Confidentiality included herein as part of Appendix C.

#### 16 Notices to the Parties

All notices to be given by the parties hereto shall be in writing and effective when served by depositing it in the United States Post Office, postage prepaid and addressed as follows:

To District:	Timothy E. White, Assistant Superintendent
	Oakland Unified School District
	Department of Facilities Planning & Management
	955 High Street
	Oakland, California 94601

#### To Consultant:

Bob Baum Gould Evans Baum Thornley 95 Brady Street San Francisco, CA 94103

17 Ownership of Results/Works for Hire

17.1 Any interest of Consultant or its subcontractors or sub-consultants, in plans, studies, reports, memoranda, computational sheets or other documents prepared by Consultant or its subcontractors or sub-consultants in connection with services to be performed under this Agreement shall become the property of District pursuant to California Education Code Section 39159. Consultant may, however, retain one copy for its files.

#### 18 Audit and Inspection of Records

18.1 Consultant shall maintain all calculations, cost analysis or estimates, quantity takeoffs, statements of construction costs, schedules and all correspondence, internal memoranda, papers, writings, and documents of any sort prepared by or furnished to Consultant during the course of performing the Work, for a period of at least five years following final completion and acceptance of the Plan.

#### 19 Subcontracting/Assignment/Interest

- 19.1 Consultant has not specified the use of any sub-consultants and subcontractors in the performance of the Work under this Agreement.
- 19.2 Except as provided in Paragraph 19.1, Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is approved by District in a written instrument executed and approved in the same manner as this Agreement. Consultant shall not substitute subcontractors or sub-consultants unless approved by written instrument executed and approved in the same manner as this Agreement.

#### 20 Compliance with Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement. Consultant shall not discriminate in its employment and hiring practices because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in California Government Code Section 12940.

#### 21 Disputes

- 21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's Project Manager and a principal of the Consultant, who shall make a good faith effort to resolve the matter. Consultant shall continue its Work throughout the course of any and all disputes. Nothing in this Paragraph shall allow Consultant to discontinue work during the course of any dispute and Consultant's failure to continue work during any and all disputes shall be considered a material breach of this Agreement. Consultant also agrees that should Consultant discontinue work due to a dispute or disputes, District may terminate this Agreement.
- 21.2 As a precondition to litigation, the parties must first participate in non-binding mediation pursuant to the mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified mediators.
- 22 This Agreement shall be deemed to have been executed in Alameda County. The laws of the State of California, excluding its conflict of laws rules, shall govern the formation, interpretation and performance

of this Agreement. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.

22.1 Four copies of this Agreement shall be executed. Three copies shall be retained by District and one copy shall be given to the Consultant.

#### 23 Compliance With Laws

23.1 Consultant shall comply with all applicable laws in the performance of the Work, which are in effect at the time the Consultant is performing its Work, regardless of whether such laws are specifically stated in this Agreement. Consultant further agrees that, consistent with the Standard of care set forth herein, the plans, drawings, specifications, designs and any other product of its services will comply with that standard of care in their compliance with the applicable laws and Codes.

#### 24 Entire Agreement; Modifications of Agreement

- 24.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement.
- 24.2 The District may, at any time, by written order, make changes within the scope of the work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Appendix B, or in the time of required performance as forth in Appendix C, or both. In the event that Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the District prior to the time that Consultant performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in written supplement to the Agreement prior to implementation of such changes. Changes in the work made pursuant to this Article and extensions of time necessary by reason thereof shall not in any way release the performance standards required of Consultant pursuant to the terms of this Agreement.
- 24.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and the Consultant.

IN WITNESS WHEREOF, Consultants has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this agreement.

Dated:

CONSIDERANT: Gould Evans Baum Thornley By: PRINCIPAL Title:

Dated: 1/29/10

OAKAND UNIFIED SCHOOL DISTRICT

Gary Yee, President, Board of Education

By

By: Edgar Rakestraw, Jr., District Secretary

Dated:

By: Dated:

Timothy E. White, Assistant Superintendent of Facilities, Planning and Management, Buildings & Grounds and Custodial Services

Approved as to form:

Dated: 2.4.10

Cate Boskoff, Facilities Counsel

Attachments: Appendix A Appendix B Appendix C Appendix D

Consultant:Gould Evans Baum ThornleySchool:Montclair Elementary SchoolFunding:General Obligation Bond-Measure B

#### APPENDIX A

#### Scope of Services:

Consultant will provide professional architectural and engineering services pertaining to Montclair New Classroom Building New Classroom Portables Project.

- 1. Design of a ten classroom
- 2. Assembly room building including site work
- 3. Repaying of the existing play ground

#### Scope of Work:

#### 1. SCOPE OF WORK:

- 1.1 Project shall be developed and designed to meet the current professional standards regarding interpretation of all applicable and most current codes, laws, regulations and professional standards.
- 1.2 Consultant shall not, unless otherwise permitted in writing by District, propose or recommend any design, which has the effect of shifting design responsibilities from Consultant to contractor (or any other entity) through performance specifications or any other means. Performance specifications will be allowed only when necessary to preclude single vendor sources.
- 1.3 Consultant shall not, unless otherwise permitted in writing by District, specify unique, innovative, proprietary or sole source equipment, systems or materials.
- 1.4 Consultant design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA. Consultant shall meet with representatives of the District's operations and maintenance personnel to review, comment and participate in Consultant's design. The Consultant shall exercise its professional judgment respecting all ultimate design decisions.
- 1.5 Initial Planning Phase (New Construction/Additions only):
  - 1.5.1 Assist District in the preparation of architectural programming for the Project to define scope, size, cost, space relationship and site development, as requested by District.
  - 1.5.2 Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.
  - 1.5.3 Consultant shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line.
  - 1.5.4 Consultant shall advise District in securing easements, encroachment permits, right of ways, dedications, infrastructures, and road improvements and coordinating with utilities and adjacent property owners.

#### 1.6 Schematic Design Phase:

1.6.1 Consultant shall review any diagrammatic program guidelines furnished by the District to ascertain the requirements of the Project, shall review the understanding of such requirements with the District and shall finalize the program and scope of work with the District and school site representative.

- 1.6.2 Consultant shall prepare schematic design studies and site utilization plans leading to a recommended solution based on meetings with site personnel and District project manager.
- 1.6.3 Consultant shall research, assemble, review and supplement information for Project including, but not limited to, field measurements as required to verify existing drawing information or ADA compliance reports, existing design data, existing structural capabilities as it pertains to scope of work, existing mechanical capabilities, and existing electrical capacities.
- 1.6.4 Consultant shall prepare preliminary plans, schematic drawings, and phasing plans showing the scale and relationship of the components of the Project. Consultant shall prepare the plot plan development of the site and the proposed architectural concept of the buildings, incorporating the educational program and the functional requirements of the District. Such drawings and plans shall meet the requirements of the State Department of Education regulations and guidelines, and shall be prepared in such form as may be submitted to the State Department of Education for approval. Such drawings and plans shall show in single-line drawings all rooms incorporated in each building in the Project, and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project.
- 1.6.5 If directed by the District at the time of approval of modernization documents, the documents shall be prepared so that portions of the Project may be performed under separate modernization contract, or so that modernization of certain buildings, facilities, or other portions of the Project may be deferred. The District recognizes that there are additional costs incurred by the creation of separate document packages. Consultant and District agree to negotiate in good faith a fair and reasonable compensation to the Consultant if District selects to have documents prepared so that portions of the Project may be performed under separate modernization contract or deferred as described in this section.
- 1.6.6 Consultant shall submit a preliminary cost estimate, in the format required by the District, which shall verify that the proposed scope of work is within the approved budget. If Consultant perceives site considerations, which render the Project cost prohibitive, Consultant shall disclose such conditions in writing to District immediately.
- 1.6.7 The District shall provide the Consultant with record drawings ("as built drawings") and surveys in its possession to assist the Consultant in determining the proper location of all improvements on existing sites. Consultant shall verify the accuracy of such information and as-built drawings by means of a thorough interior and exterior visual survey of the site conditions, including the roofs of buildings where work on roofs is to occur.

#### 1.7 Design Development Phase:

- 1.7.1 Upon approval by the District of the services set forth in Paragraph 1.6 above, Consultant shall prepare design development documents consisting of site plans, floor plans, elevations, and any other documents and drawings sufficient to fix and describe the size and character of the Project's materials, quantities, categories of work, structural systems, mechanical systems, electrical systems, types and makeup of materials, and outline specifications.
- 1.7.2 Consultant shall prepare an updated estimate of probable construction costs, containing detail consistent with the design development documents and containing a breakdown based on types of materials and specifications identified in the design development documents.
- 1.7.3 Consultant shall prepare a timetable for completion of the Project.
- 1.7.4 Consultant shall use its best professional efforts to interpret applicable ADA requirements and California law to inform District of any inconsistencies between federal and state accessibility regulations and of requirements which are subject to conflicting interpretations of law.

- 1.7.5 Consultant shall be required to attend meetings with the project team, consisting of the principal, District project manager, site community and others as designated by the District to finalize design intent and desires of the District.
- 1.7.6 Consultant may be required to attend meetings of the School Board, as required by District.
- 1.7.7 Consultant shall provide a color schedule of all materials and selections of textures, finishes, and other matters requiring an aesthetic decision at this phase of the Project for District's review and approval.

#### 1.8 Construction Documents Phase:

- 1.8.1 Upon approval by the District of the services set forth in Paragraph 1.7 above, Consultant shall prepare such complete working drawings and specifications as are necessary for obtaining complete bids and for efficient and thorough execution of the Work. The final working drawings and specifications shall set forth in detail the work to be done, materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical and electrical systems and utility service connection equipment and site work.
- 1.8.2 District shall specify the final construction budget at the commencement of the construction documents phase. Should it become evident that the total construction cost will exceed the construction budget, Consultant shall at once present a statement in writing to District setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.
- 1.8.3 Consultant shall recommend alternates to reasonably provide competitive bids and phasing plans to accommodate facilities occupied during the construction phase.
- 1.8.4 Final working drawings and specifications must be in such a form as will enable Consultant and District to secure the required permits and approvals from the Division of the State Architect and for the District to obtain, by competitive bidding, a responsive and responsible bid. The final working drawings shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Consultant.
- 1.8.5 District shall review, study and check final working drawings and specifications presented to it by Consultant. Consultant shall make all District-requested changes, additions, deletions, and corrections in the final working drawings and specifications so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval. Changes shall be made at no additional cost to District unless such changes are inconsistent with previous written direction provided by the District, as evidenced by written documentation from the District showing such inconsistency. Consultant shall bring any such conflicts and/or inconsistencies to the attention of the District by a writing to such effect.
- 1.8.6 Consultant shall provide copies of final working drawings and specifications as required by federal, state, regional and local agencies concerned with the Project, including the State Department of Education and the Division of the State Architect.
- 1.8.7 Consultant shall apply for and obtain required approvals from the Division of the State Architect and all other applicable governmental agencies, and shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities. Consultant shall cause drawings and specifications to conform to applicable requirements of law local, regional, and state and to the requirements of the State Department of Education and Division of the State Architect with regard to structural safety, earthquake safety, fire/life safety, and access compliance. Consultant shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval.

#### 1.9 Bid Phase:

1.9.1 If so required by District, Consultant shall assist District in completion of construction bid documents, including, but not limited to, Advertisement for Bids, Information to

Bidders, Bid Forms (including Alternate Bids as requested by District), Bonds, General Conditions, Special Conditions, form of Agreement, Disabled Veteran Business Enterprise preference forms, and/or affirmative action documents, if required, and any other documents reasonably required in order to obtain bids responsive to the specifications. All such documents shall be subject to the approval of the District. At the time of delivery of the completed construction documents, Consultant shall provide District with its final written itemized estimate of probable construction costs.

- 1.9.2 Consultant shall provide one set of reproducible construction documents either to District or to the District's designated alternate location, or Consultant shall distribute plans and specifications and maintain bidders' list as directed by District. All reproduction for Consultant's own purposes, including but not limited to in-house reproduction, reproduction for engineering consultants, and computer drawing/plotting shall be at no additional cost to District.
- 1.9.3 Consultant shall conduct no more than two (2) pre-bid walks with potential bidders.
- 1.9.4 If the lowest responsive bid exceeds the final construction budget by more than ten percent (10%), District may request Consultant to amend the final drawings and specifications and conduct additional pre-bid walks, at no additional expense to District, to re-bid the Project so that bids are within ten percent (10%) of the final construction budget.

#### 1.10 Construction Phase:

- 1.10.1 Observation of the work executed from the construction documents shall be in person by Consultant.
- 1.10.2 Consultant shall provide general administration of the Project as detailed in the scope of services.
- 1.10.3 The construction phase shall commence with the Notice to Proceed to the contractor, and will terminate upon written recommendation by Consultant for final payment on the prime contract, approval by the District that the Project is complete, and with filing of a Notice of Completion with the County Recorder.

#### 2. SCOPE OF SERVICES:

- 2.1 District employs Consultant as an Architect pursuant to Government Code Section 53060 to perform the necessary professional services of this Agreement. Consultant represents that Consultant is fully licensed, qualified and willing to perform the services required by this Agreement, and that it has the special training, skill and expertise necessary to design, supervise the project development and provide contract administration for the construction of the Work. Consultant represents that it will at all times act with the District's best interest in mind. Consultant shall name a specific person who is fully licensed to practice as an architect in the State of California to be the designated Consultant's project manager, subject to the approval of the District. The designated architect shall maintain personal oversight of the project and act as principal contact for all parties involved in the Project. Any change in the designated architect shall be subject to the approval of the District.
- 2.2 Consultant shall have adequate personnel, facilities, equipment and supplies to complete the work of this Agreement.
- 2.3 Consultant shall engage all the appropriate architects, engineers, or other persons qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of all parties engaged by the Consultant for the execution of the Work of this Agreement. Consultant shall notify District of the identity of all parties engaged for the Project prior to the commencement of their work. Consultant shall fully coordinate all architects, engineers and other parties involved in completing the Work. The objective of this

coordination is to provide a complete, comprehensive and workable design in which the work of Consultant and each of its subconsultants is properly interfaced and coordinated with regard to details and systems.

- 2.4 All engineers, architects and other parties engaged to provide services for this Agreement shall be required to show evidence of a policy of professional liability insurance, if commercially available, meeting the same requirements as those required of Consultant in this Agreement.
- 2.5 Consultant shall promptly obtain written District approval of assignment and/or reassignment or replacement of such architects, engineers or other parties engaged for the work of this Agreement or of other staff changes of key personnel working on the Project. Any changes in Consultant's Project representatives and staff for the Project shall be subject to the approval of the District.
- 2.6 All architects, engineers, draftspersons, clerical personnel and others engaged to perform services under this Agreement shall be retained by Consultant at Consultant's sole expense.
- 2.7 Consultant shall coordinate its work, if required, with the work of the District's separately contracted hazardous materials consultants. Such coordination shall not impose on Consultant any responsibility for the work of the hazardous materials consultant. Consultant shall, however, consider the work of the hazardous materials consultant in development of construction phasing, overall cost estimates, design scope, and product specifications.
- 2.8 Consultant shall provide District with a copy of all written communications and submittals to third parties regarding the Project.
- 2.9 Construction of the Project: Consultant shall provide general administration of the Construction Documents, including, but not limited to, the following: The Architect's responsibility to Provide Basic Services for the Construction Phase under this agreement commences with the award of the Contract for Construction and terminates at the earlier of the Issuance to the Owner of the Final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, unless extended under other terms of this agreement. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with the consent of the Contractor, which shall not be unreasonable withheld. The Architect shall be a representative and shall advise and consult with the Owner (1) during until the final payment to the contractor is due, and (2) as an Additional Service at the Direction from time to time during the correction period in the Contract for Construction. The Architect shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written agreement.
  - 2.9.1 Attend a pre-construction meeting with all interested parties.
  - 2.9.2 Conduct site visits as often as necessary and appropriate to the stage of construction, but at least one visit per week, to observe the contractor's work for conformance with the plans and specifications and to confirm work is progressing in accordance with the Construction Documents and contractor's schedule.
  - 2.9.3 Conduct site visits to communicate and observe the activities of the Project Inspector, who is mutually acceptable to Consultant and District, and employed by District. Consultant shall direct the Project Inspector and/or contractor and coordinate in the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to underground utility lines.
  - 2.9.4 Cause engineers and other parties engaged for the work to observe the work completed under their disciplines as required, and approve and review all test results for conformance with the original approved documents for their portion of the Work.
  - 2.9.5 Make regular reports as may be required by the applicable federal, state, regional or local agencies.
  - 2.9.6 Attend all construction meetings and provide written reports to the District, as requested, after each construction meeting to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, but no less than one meeting per week unless specifically directed otherwise by the District.

- 2.9.7 Make written reports as necessary to inform District of problems arising during construction, changes contemplated as a result of each such problem, and progress of the work.
- 2.9.8 Keep records of construction progress and time schedules and advise contractor and District of any deviations from the time schedule, which could delay timely completion of the Project.
- 2.9.9 Check and process, in a timely manner, all required material and test reports and report to the Division of the State Architect, the contractor and the District any deficiencies in material as reflected by those reports, with recommendation for correction of such deficiencies.
- 2.9.10 Review and respond in a timely manner, but in no case in excess of ten (10) calendar days, to all schedules, submittals, shop drawings, samples, and other submissions of the contractor for compliance with design and specifications, and to ensure timely completion of the work.
- 2.9.11 Review and respond to all Requests for Information (RFIs) in a timely manner, but in no case in excess of five (5) calendar days.
- 2.9.12 Promptly reject, as confirmed with District, any work or materials, which do not conform to the Construction Documents and notify District in writing of such rejection.
- 2.9.13 Consult with District with regard to substitution of materials, equipment, and laboratory reports thereof prior to the final approval of such substitutions by District in writing.
- 2.9.14 Consultant shall prepare all documents and/or drawings made necessary by errors or omissions on the part of the Consultant or Consultant's subconsultants at no additional cost to District.
- 2.9.15 Evaluate and notify District, in a timely manner and in writing, of any change requests, material change or changes, requested or necessary, in the plans and specifications of the Project. Written notification may be by way of providing District with a copy of such request. Consultant shall not order contractors to make any changes affecting contract price without approval by the District of a written change order request.
- 2.9.16 Examine, verify and approve contractor's monthly application for payment and issue certificates for payment for work and materials approved by the Project Inspector which reflect Consultant's and District's recommendations as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for some other reason.
- 2.9.17 Provide technical direction and interpret Contract Documents for Project Inspectors, conduct a review of the daily inspection reports submitted by Project Inspectors, and issue such recommendations to the District as the evaluation of the report data indicates necessary to insure that all work strictly complies with the requirements of the Contract Documents.
- 2.9.18 Render prompt advice to District on claims, disputes, and other matters in question between the contractor and District relating to the execution or progress of the work or the interpretation of the Contract Documents.
- 2.9.19 Analyze and advise the District as to acceptability of test reports, methods, materials, equipment and systems.
- 2.9.20 In conjunction with District, determine date of completion.
- 2.10 Construction Close-out:
  - 2.10.1 After being notified that the Project is nearing completion, Consultant shall prepare the punchlist(s), incorporating all comments from Project Inspector, principal, and District project manager. Consultant shall participate in the final review of the Project and review completion of punchlist items. Consultant shall notify contractor in writing, with copies to District, that all deficiencies and punchlist items must be corrected prior to acceptance of the Project and final payment.
  - 2.10.2 Review materials assembled by contractor and deliver to District complete written warranties, guarantees, owner's manuals, instruction books, diagrams, record drawings

("as builts") and any other materials required from the contractors in accordance with the Contract Documents.

- 2.10.3 Make further review necessary to issue Consultant's Notice of Completion and final certificate for payment.
- 2.10.4 Cause Consultant's subconsultants to file required documentation with governmental agencies necessary to close out Project.
- 2.10.5 Assist District in fulfilling requirements of authorities and funding agencies relative to disbursements made under the construction contract for the Project.
- 2.10.6 Procure permits and coordinate all regulatory authorities as necessary to procure approvals and assure compliance with applicable laws.
- 2.10.7 Prepare and submit such periodic reports as may be required, including but not limited to Form SSS-6A/E to the Department of General Services, Division of the State Architect.
- 2.10.8 Prepare and/or furnish all documents necessary for final approval and/or acceptance to the Division of the State Architect. Obtain final Division of State Architect certification of compliance with regulations and/or such other approval or certification as may be normal for the Project as contemplated by this Agreement, including requirements of the State of California, Department of Education, Office of Public School Construction, State Allocation Board, or any other governmental agency or lending authority having jurisdiction over the Project.
- 2.10.9 On approval by District, Consultant shall forward to District two sets of plans and specifications corrected to "as built" conditions by the Contractor and reviewed by the Consultant for accuracy. Consultant shall also deliver a computer file in TIFF format of the same document at a minimum 300 d.p.i. resolution. The Consultant shall also deliver two sets of the original DSA approved plans and specifications in original word processing and CAD file format. If Record drawings are required by the District, the plans and specifications shall be provided to the District in a computer file in TIFF format designated by District. District shall be provided with a computer file in TIFF format containing the plans and specifications of the Consultant or other subconsultants on the Project.

2.10.10 Assist in the start-up, testing and placing in operation special equipment and systems.

#### 2.11 District Responsibilities

- 2.11.1 Make available to Consultant all necessary data and information concerning the purpose and requirements of the Project.
- 2.11.2 Depending upon the scope of the Project, furnish Consultant with, or direct Consultant to procure at District expense, a survey of the Project site preparation by a registered civil engineer or surveyor and any other record documents which shall indicate existing structures, land features, improvements, sewer, gas, electrical and utility lines, topographical information and boundary dimensions of the site. District shall provide or direct Consultant to provide a soils investigation report and geological report, if required by law and by the scope of work.
- 2.11.3 Appoint and pay, upon mutual agreement with Consultant, a Project Inspector as provided by state law. Said Project Inspector shall be qualified and approved by Consultant and the Division of the State Architect, shall be under the direction of Consultant, and shall be responsible to, and act in accordance with, the policies of District. Administration by Consultant shall be in addition to continuous inspection of Project Inspector.
- 2.11.4 Assist in distribution of plans and specifications and conduct the opening of bids.
- 2.11.5 Furnish surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known for the proper development of the required drawings and specifications and to determine soil condition.
- 2.11.6 Retain a testing service for materials and inspection as required by Title 21 of the California Code of Regulation.

- 2.11.7 Direct pay or reimburse the payment of all fees required by any reviewing or licensing agency.
- 2.11.8 Designate a representative to act as liaison between Consultant and District in administration of the Agreement and the Construction Documents.
- 2.11.9 Review all documents submitted by Consultant, including change orders and other matters requiring District's Governing Board approval. Advise Consultant of decisions pertaining to such documents within a reasonable time after submission.
- 2.11.10 Notify Consultant of any deficiencies in material or workmanship that become apparent during contractor's warranty period.
- 2.11.11 Furnish such legal advice and services as may be required in the opinion of the District to protect District's interest in Project.
- 2.11.12 Nothing in this Agreement nor any act or failure to act on the part of the District shall be construed as a waiver of a claim by District for any defects or deficiencies in the drawings and/or specifications, or of the construction supervision required of Consultant.
- 2.12 Consultant shall be paid by District on a monthly basis, based upon percentage of work completed as defined in fee breakdown included in Appendix B. In order to receive payment, Consultant shall present an invoice for approval by District's project manager or representative.
- 2.13 For all invoices or statements from Consultant for additional services or billings based on hourly fees, Consultant shall present an itemized detailed accounting for all hours incurred.
- 2.14 Consultant shall be liable for any damages and costs incurred by, and any claims against, District that result from Consultant's negligence in performance of this Agreement. Additionally, Consultant shall not be paid a fee for work required due to Consultant's negligence or the negligence of Consultant's subconsultants engaged to provide services under this Agreement. Consultant shall familiarize himself/herself with actual condition of the site and buildings by conducting a physical examination of the premises, including any roofs, crawlspaces or attics where work of the contract is scheduled to occur.

#### 3. ADDITIONAL SERVICES:

For the purposes of this Agreement, "Additional Services" shall mean those services, which exceed the scope of Basic Services to accomplish the Scope of Work outlined above. Prior to rendering any such services, Consultant shall advise District if it believes the services constitute Additional Services, and shall proceed with such services only after written approval from District. Consultant shall be compensated for Additional Services at the quoted hourly rates set forth in Appendix D. The following services shall be considered extra services:

- 3.1 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Consultant's deficient performance.
- 3.2 Property surveys, engineering surveys and staking, to the extent not required by other provisions of this Agreement.
- 3.3 Preparing to serve or serving on behalf of the District as an expert witness in connection with any arbitration, administrative or other proceeding, or legal proceeding.
- 3.4 Services to verify accuracy of geotechnical reports.
- 3.5 Services related to the selection of moveable furniture and equipment.
- 3.6 Services caused by the delinquency, default or insolvency of the contractor or by major defects in the work of the contractor in the performance of the construction contract, provided that such services made necessary by the failure of Consultant to detect and report such matters shall not be compensated.
- 3.7 Observation of repairs of damages to structure.
- 3.8 Providing additional insurance coverage requested by District beyond that specified in this Agreement. Consultant shall comply with this request and insurance shall be provided at Consultant's cost.

All work required as a result of any failure on the part of Consultant to perform its obligations under this Agreement shall be performed by Consultant at no additional cost to District and shall not be deemed to be Additional Services

End of Appendix A

#### APPENDIX B

#### 1. COMPENSATION AND PAYMENT:

- 1.1 As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid a Not To Exceed amount one million, three hundred fifty-six thousand, four hundred fifty dollars and no cents (\$1,356,450.00), including all reimbursables, based on billing rates outlined below. The total amount of the fee is\$1,356,450.00, which is a negotiated fee between the District and the Consultant. The total Consultant fee shall be increased only after both parties have entered into properly executed modifications to this Agreement.
- 1.2 A separate invoice shall be submitted for payment. Invoices should not be submitted in periods more frequent than monthly. The accumulated amount shall not exceed the percentage of completion of the services as estimated by the Consultant and approved by District. All invoices shall be accompanied by a District Form "Consultant Invoice and Status Report".

#### 2. FEE SCHEDULE

2.1	Payments for services shall	be made in accordance with a	schedule of completion as follows:	

Schematic Design Phase:	13%	\$176,338.50
Preliminary investigation and schematic design, including submittals		
Design Development Phase:	15%	\$203,467.50
Preparation of design development drawings based upon approved preliminary submittals		
Construction Documents Phase:	45%	\$610,402.50
Preparation of contract based upon approved design		
development submittals		
Bidding and Public Agency Approval Phase:	5%	\$67,822.50
Services during bid phase and agency approvals		
Construction Phase:	17%	\$230,596.50
Contract administration services during construction		
Closeout Phase:	5%	\$67,822.50
Services provided during construction closeout		
Total	100.00%	\$1,356,450.00

#### 3. ADDITIONAL PROVISIONS

The Consultant shall, at no additional cost to District; make any changes in approved plans and specifications necessary to obtain a responsible and responsive bid, which is acceptable to, and within the cost standards established by District.

The Consultant shall not perform or receive payment for extra cost services of this contract without specific prior, written approval of District.

Consident is compensation shall be based upon the negotiated contract compensation a norm, with payment to be made in accordance with the above noted schedule. The parties understand and agree that the negotiated contract price may be increased by an amount to be negotiated, between the parties to cover addrive change orders, or the negotiated contract price may be decreased by an amount to be negotiated between the parties cover inductive change orders. The parties agreed to use their best efforts to negotiate a reasonable increase or decrease in the contract price, in the event that the scope of work for the design services is changed.

The final five percent (5%) of Consultant's fee for the construction project Closeout phase stall be retained by District until final acceptance of the project by District and delivery from Consultant of all closeout items, unusive of those required by all governing agencies

#### 4. REIMBURSABLE EXPENSES

Reinibursable Expenses requiring approval (written or verbal) by the District orior to charging for reinibursement include, but are not limited to, the following:

fravel expenses for airfare, reasonable lodging and car (ental.

Regulatory agency and permit-bling tees that are specific to the Project.

Unique presentation or printed material only and specifically as requested by District, including presentation models, invlat/reproducible sets, additional District check sets, and presentation supplies beyond that which the Consultant typically uses.

Mileage beyond a 50 mile radius of Consultant's office, in connection with the performance of Basic and/or Additional Services, at the Federal rate for mileage (combursement at the time of this Agreement Postage or delivery service for printed documents.

Express/overnight mailing :

Expenses incurred by the Consultant which are not Reimbursable Expenses include, but are not fronted to the following:

Printing and reproduction expense for Consultant and sub-consultant for coordination, subrossion to agencies naving jurisdiction, check sets or reviews, concept drawings and presentation working models.

Deliverables for each phase of the Work, 3 full size copies of all required drawings and outline specifications of completion of Schematic Design and Design Development phases; 3 copies of half-sized plans, along with specifications and calculations, at 75% completion of Construction Document phase; 3 full size copies of plane, specifications and calculations at 100% Construction Document phase; 3 full size plans and specifications to District and 1 full size record set for Division of the State Archaect at DSA approval phase; and Original project construction documents, 1 set of record priots and electronic disks at Project Closeout Phase Photographs.

Office supplies, tabels, postage stamps, local phone calls

Clerical support.

Computer hardware and software

Long-distance telephone calls.

Factorile transmissions.

All CALLCOSTS, including plotting and operations costs

invoices submitted by the Consultant for Rembursable Expenses shall include the following:

All invoices shall clearly indicate dollar value, purpose of charge, recipients, and any authorization of necessary for each separate exponse.

All invotces for Reimbursable Expenses shall be at cost of service and shall not include a mark-up or surcharge beyond the cost of service and ony applicable taxes.

Consultant shall ensure that all sob-consultants adhere to the above combursable expense requirements while rendering services for the purposes of this Agreement.

ADDITIONAL SERVICES

Consultant shall be paid for additional services not originally contemplated by the parties to this Agreement on tollows, provided the additional services have received advance written approval by the District: Five percent (5%) of the cost of furnishings, equipment, or other articles incorporated in the Construction Discurrents by Consultant and not included in the cost of the Work. Special sub-consultants, prior approval of which is required, shall be paid at a multiple of 1.05 times the amount billed to Consultant for services, or the equivalent of a five percent (5%) markup.

End of Appendix B

#### APPENDIX C

#### Project Schedule:

The consultant shall complete the scope of services and deliver to the Owner all documents, reports and other deliverables per the following schedule:

Description	Start Date	Completion
Scoping	Completed	
Design	2/25/2010	9/30/2010
Review	10/1/2010	10/31/2010
DSA/Bid	11/1/2010	2/28/2011
Construction	3/1/2011	5/30/2012
Target Move-In Closeout	6/1/2012	9/30/2012

#### Project Budget:

The budget established for the entire project scope of work is not to exceed \$11.5 million. The Consultant shall advise the District in writing at any time during the progress of the work if there is any indication that the cost of the project will exceed the above budget. The consultant understands and agrees that consultant's compensation amount is a sum that is negotiated between District and consultant and such amount is not calculated based upon the overall Project Budget.

#### Statement of Confidentiality:

This Confidentiality agreement is between Gould Evans Baum Thornley, (hereinafter referred to as "Consultant"), and the Oakland Unified School District (hereinafter referred to as "District"), in anticipation of architectural and engineering services pertaining to the Montclair New Classroom Building New Classroom Portables Project.

Consultant agrees to keep confidential and not disclose to anyone other than the Superintendent, his/her designee, and authorized personnel in the District's Facilities Planning and Management and Legal Departments, information obtained by or provided to Consultant pursuant to consultant's anticipated or actual work, to the extent allowed by law. Consultant further agrees to have each employee, independent contractor or sub-consultant retained or hired by Consultant agree to these confidentiality provisions and sign a copy of this Agreement prior to performing any work.

Upon conclusion of any services performed by Consultant, Consultant agrees to return to the Director of Facilities of the District all documents obtained by or provided to consultant, along with any documents created by Consultant as a part of consultant's work.

Consultant and District agree that this agreement is being entered into in advance of any actual work being performed and this agreement does not create any interest expectation in any work to be performed.

10 Date: Date: Date: Date: Date:

End of Appendix C

APPENDIX D

Consultant's Billing Rates and Direct Costs:

Fee Schedule:

Consultant shall be compensated for basic services and additional services at the following hourly rates as set forth below:

Title	Hourly Rate
Principal	\$175.00
Senior Designer	\$150.00
Project Manager	\$135.00
Project Designer	\$135.00
Job Captain	\$115.00
Drafting Staff	\$95.00
Administrative Staff	\$95.00
Staff Designer	\$95.0

End of Appendix D

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-	X COMMERCIAL GENERAL LIABILITY	68047961.99A (AOS)	9/10/2009	9/10/2010	DAMAGE TO RENTED	\$ 50.000
	CLAIMS MADE X DCCUR	6804989L645 (CA)				s 5.000
					1	\$ 1,000,000
						\$ 2,000,000
-	GENL AGGREGATE LIMIT APPLIES PER:					\$ 2,000,000
	POLICY X PRO. X LCC					
	AUTOMOBILE LIABILITY X ANY AUTO	37UENIS7048	9/10/2009	9/10/2010	COMBINED SINGLE LIMIT (Es accident)	\$ 1,000,000
	ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS				BODILY INJURY (Per person)	\$ XXXXXX
	X HIRED AUTOS X NON-OWNED AUTOS				BIDDILY INJURY (Per socident)	s XXXXXXX
					PROPERTY DAMAGE (Por accident)	\$ XXXXXXX
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$ XXXXXXX
	ANY AUTO	NOT APPLICABLE			GIMEN FRAN	\$ XXXXXXX
-					AUTO ONLY: AGG	\$ XXXXXXX
	EXCESS / UMBRELLA LIABILITY	0.000.000.000	0.11.0.11.0.00		EACH OCCURRENCE	\$ 1,000,000
	X OCCUR CLASMS MADE	QK06501951	9/10/2009	9/10/2010	AGGREGATE	5 1,000,000
	OEDUCTIBLE X UMBRELLA					S XXXXXXX
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	ORKERS COMPENSATION				X WC STATU- OTH-	2 200000
A	ND EMPLOYERS' LABILITY YIN NY PROPRIETOR/PARTNER/EXECUTIVE	XCUB7132Y97609	9/10/2009	9/10/2010	E.L. EACH ACCIDENT	\$ 500,000
- {A	FFICER/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
II S	yes, describe under PECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$ 500,000
0	THER					
HE	PTION OF OPERATIONS (LOCATIONS / VEHICI DISTRICT, ITS DIRECTORS, OFFICE SRAL, AUTO AND EXCESS LIABILIT ROGATION APPLIES WHERE ALLOW	S, EMPLOYEES, AGENTS AN Y, THESE COVERAGES ARE	ND REPRESENTATIVE PRIMARY AS REQUIE	S ARE ADDITIO	N CONTRACT. WAIVER OF	
ERT	IFICATE HOLDER		CANCELLAT	TION		
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	PARTMENT OF FACILITIES PLANNIN	IG & MANAGEMENT			ER NAMED TO THE LEFT, BUT FA	
	HIGH STREET				LITY OF ANY KIND UPON THE INS	SURER, ITS AGENTS
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UTOS				BODILY INJURY (Per accident)	3	XXXXXXX
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For questions regarding this certificate, contact the number listed in the 'Producer' social above and specify the client code '2000EV01'.

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	(010) 200-3000		INSURERS A	FFORDING CO	VERAGE	NAIC #
URED	GOULD EVANS AFFILIATES, P.A	the street management of the state of the street of the	INSURER A: The	Charter Oak Fire I	neurance Company	25615
32294				velers Indemnity	The second se	25682
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R ADD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION	LIMIT	S
	GENERAL LIABILITY				EACH OCCURRENCE	5 1,000,000
	X COMMERCIAL GENERAL LIABILITY	6804796L99A (AOS)	9/10/2009	9/10/2010	DAMAGE TO RENTED PREMISES (Ea occurrence)	s 50,000
	CLAIMS MADE X OCCUR	68049891.645 (CA)			MED EXP (Any one person)	s 5.000
					PERSONAL & ADVINJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
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-	AUTOMOBILE LIABILITY X ANY AUTO	37UENIS7048	9/10/2009	9/10/2010	COMBINED SINGLE LIMIT (En eccident)	\$ 1,000,600
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	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$ XXXXXX
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OF	andatory in NHI				E.L. DISEASE . EA EMPLOYEE	\$ 500,030
1 SF	ves, describe under PECIAL PROVISIONS below THER				EL DISEASE - POLICY UMIT	\$ 500,000
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for questions regarding this cartificate, control the number listed in the "Producer" section shove and specify the client code "GOUEVOS".

C	ORD <sup>®</sup> CERT	IFICATE OF	LIABILITY	INSURA	NCE	DATE (MM/DD/YYYY)				
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	(810) 900-9000		INSURERS A	NAIC #						
URED	GOULD EVANS AFFILIATES, P.A			INSURER A: Lloyd's of London						
360	MS. BECKY RIMMER		INSURER B:							
	4041 MILL ST.		INSURER C:							
	KANSAS CITY MO 64111		INSURER D.							
			INSURER E							
HE F	RAGES GOUEVOI PM POLICIES OF INSURANCE LISTED BEL REQUIREMENT, TERM OR CONDITIO PERTAIN, THE INSURANCE AFFORDE CIES, AGGREGATE LIMITS SHOWN MA	N OF ANY CONTRACT OR OT D BY THE POLICIES DESCRIB	HE INSURED NAMED AS THER DOCUMENT WITH ED HEREIN IS SUBJEC PAID CLAIMS.	SURER(S), AUTHORIZED R 30VE FOR THE POI 1 RESPECT TO WI T TO ALL THE TERI	HCH THIS CERTIFICATE M	OTWITHSTANDIN AY BE ISSUED O				
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					PERSONAL & ADV INJURY	s XXXXXXX				
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DEP	ARTMENT OF FACILITIES PLANNIN		NOTICE TO THE	E CERTIFICATE HOLDE	R NAMED TO THE LEFT, BUT FA	LURE TO DO SO SH				
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OAK	(LAND CA 94601		REPRESENTAT		late					
-			(3)8	mary y	ORD CORPORATION.					
	ID 25 (2009/01)									

## **ROUTING FORM**

Check contract title:	X	Professional	Services	Contract
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Amendment to PCS

Montclair New Classroom Building New Classroom Portables

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

	CALLER C.	Co	ontractor	Information					
Contractor				Contractor	's				
Name	Gould Evans E	Baum Thornley		Contact Pe	erson	Bob Baum			
Street				Title					
Address	95 Brady Stree	et		and the second s			Manager		
City	San Francisco			Telephone 415-503					
State	CA	Handred war war a family the second second to the second s		Policy Nun		and and a second se	10-2010		
Tax ID/Soc S		1		OUSD Cor		07050			
And the second s	tor been an OUS	summer of the state of the stat		Sec	tor worked	as an OUS	SD employee?		
If yes to eith number(s), in		s) and tax ID/socia	al security						
number(3), i	rumerent.	No				n staff i Mandata <sup>11</sup> Mandata and a specific first in th			
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Date Work V	Vill Begin	Calana 25 304	-	ate Work Wi			Ostatas 20. 0014		
		February 25, 201	10 1 (1	ot more than 5	years from st	art date)	October 20, 2014		
			Comp	ensation					
Total Contra		\$		otal Contract	and the second		\$1,356,450.00		
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							\$		
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and the second se		1	intract O	riginator Inf					
THE PERSON NOT THE PERSON AND ADDRESS OF TAXABLE PERSON ADDRESS OF TAX	JSD Contact	Charles Love		Email		ove@ousd.l	KIZ.Ca.US		
Telephone	an antipoppi languati mana ting sharan a a	510-879-8389		Fax	510-879				
Site/Dept. N	lame	Department of F	acilities F	lanning and	Managem	ent	The second se		
	W BRANCE		Approval	and Routing	g - Lines				
		Approvo			Denied		Date		
Principal/Div	vision Head	-75-		an an destruction of the standard management					
Program Ma	anager								
Contract Se	rvices	Che.					2-1-2016		
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State Admir	when it was a set of the set of the set			-			An or a second		
	Additional a	pprovals may be	needed i	f contract a	mount is	greater that	n \$59,600		
Legal									

Contract Office Use Only				
Dates of Clearance	Submitted by:		Email Address	
TB Fingerprint	YTD\$	Full Funding in Req.	Current Employee	Unit Member Work Conflict

Legal Log #:

Submitted to Legal by:

A999069.P001 Rev. 7/24/03

Legal Review Needed:

THIS FORM IS NOT A CONTRACT

Prepared By: Susie Butler-Berkley

Returned to:



## AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

				Project Informati	on					
ro	ject Name	Montclair No	ew Classroom Bu	ildina	Site	Montclair	ES			
	The second second	ALCONT.		Basic Direction	S	1	×	K.		
	Services of	cannot be p	rovided until the c	ontract is fully appro	ved and a Pu	rchase Orde	r has be	en issued.		
				including certificates a ertification, unless ver			ct is over	\$15,000		
	STATES STATES	ind the main	13575 (C 14 0)	Contractor Inform	ation		WWW.	Tel Carton G		
on	tractor Name	Gould Eva	and the part of th	Agency's		b Baum				
	SD Vendor ID #	V059319		Title		chitect of Rec	ord			
tre	et Address	95 Brady S	Street	City	SF	Sta	ate C.	A Zip 94103		
ele	ephone	415-503-1	411	Policy Ex	pires	9-10.	201.	3		
on	tractor History	Previous	sly been an OUSD o	ontractor? X Yes	lo Work	ed as an OUS	SD emplo	oyee? 🗌 Yes X No		
U	SD Project #	07050		1. Distance of a sub-	11 • • · · · · · · · · ·					
	20 No.	7/2		Term	N	5				
Da	ate Work Will B	egin	2-25-2010		Will End By m 5 years from	start date)	10-20	0-2014		
Total Contract Amount     \$       Pay Rate Per Hour (If Hourly)     \$       Other Expenses     \$				······	Total Contract Not To Exceed If Amendment, Changed Amount Requisition Number			\$ 1,546,255.00 \$ 14,005.00		
	ther Expenses			Requisition	Number					
	ther Expenses	ing to multi-fu	nd a contract using LE	Budget Informat	ion	ederal Office be	fore com	oletina requisition.		
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F	If you are plann Resource # 9499 vices cannot be pro wledge services we Division Head	Fundi Mea ovided before t ere not provide	ing Source asure B Approval ar the contract is fully ap ed before a PO was is Ch	Budget Informat P funds, please contact Org Ke 1439901 d Routing (in order o proved and a Purchase ( sued.	ion the State and Fi y 815 of approval st Order is issued.	Object 621 teps)	Code 5	Amount \$14,005.00		
F	If you are plann Resource # 9499 vices cannot be pro	Fundi Mea ovided before t ere not provide	ing Source asure B Approval ar the contract is fully ap ed before a PO was is Ch	Budget Informat P funds, please contact Org Ke 1439901 d Routing (in order o proved and a Purchase ( sued.	ion the State and Fi y 815 of approval st Order is issued.	Object 621 teps) Signing this do	Code 5 cument af	Amount \$14,005.00		
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A999069.P001 Rev. 3/14/2013

THIS FORM IS NOT A CONTRACT

	DRD. CERT	IF	IC	ATE OF LIA	BILITY I	NSURA	NCE 9/10/2013	(MM/DD/YYYY)
CERTIF	ERTIFICATE IS ISSUED AS A MAT FICATE DOES NOT AFFIRMATIVEL V. THIS CERTIFICATE OF INSURA SENTATIVE OR PRODUCER, AND	Y OF		FORMATION ONLY AND GATIVELY AMEND, EXTEN S NOT CONSTITUTE A CO	CONFERS NO RIG D OR ALTER THE	HTS UPON THE COVERAGE A	E CERTIFICATE HOLDER. THIS FFORDED BY THE POLICIES	
the terr	TANT: If the certificate holder is a ms and conditions of the policy, ca ate holder in lieu of such endorsem	ertain	polic	NAL INSURED, the policy( sies may require an endors	ies) must be endo sement. A stateme	rsed. If SUBRO	DGATION IS WAIVED, subject to ificate does not confer rights to	the
RODUCER	R Lockton Companies, LLC-1 Kans	as C	tv		CONTACT NAME:			
	444 W. 47th Street, Suite 900		-		PHONE (A/C, No, Ext):		FAX (A/C, No):	
	Kansas City MO 64112-1906				E-MAIL ADDRESS:			
	(816) 960-9000					NSURER(S) AFEC	DRDING COVERAGE	NAIC #
					INSURER A : Tray			25682
SURED	GOULD EVANS AFFILIATES, P.	A			INSURER B : Travel			25674
22947							nity Co of America	25666
	4041 MILL ST.				INSURER D : Hart			19682
	KANSAS CITY MO 64111				INSURER E : The			25658
						riavelets much	unty company	23038
		-		MUNDER 10700100	INSURER F :	-		VVVV
	AGES GOUEV01 P3 CER			NUMBER: 10782130		TO THE INSUI	REVISION NUMBER: XXX	
INDICA CERTIF EXCLUS	TED. NOTWITHSTANDING ANY RE TICATE MAY BE ISSUED OR MAY F SIONS AND CONDITIONS OF SUCI	PERT.	AIN, T	NT, TERM OR CONDITION	OF ANY CONTRA ED BY THE POLIC AVE BEEN REDUC	CT OR OTHER ES DESCRIBEI ED BY PAID CI	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL LAIMS.	O WHICH TH
SR R	TYPE OF INSURANCE	INSR	SUBR WVD	POLICY NUMBER	POLICY EF	POLICY EXP (MM/DD/YYYY)		
	ERAL LIABILITY	N	Ν	6804796L99A (AOS) 6804989L645 (CA)	9/10/2012	9/10/2013		000,000
X	COMMERCIAL GENERAL LIABILITY			6801C13208A (FL)			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50	
	CLAIMS-MADE X OCCUR						MED EXP (Any one person) \$ 5,0	000
							PERSONAL & ADV INJURY \$ 1,0	000,000
							GENERAL AGGREGATE \$ 2,0	000,000
GEN	LAGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,0	000,000
	POLICY X PRO- X LOC						\$	
	OMOBILE LIABILITY	N	N	37UENIS7048	9/10/2012	9/10/2013	COMBINED SINGLE LIMIT \$ 1,0	000.000
	ANY AUTO	N IN		570214137040	9/10/2012	7/10/2015		XXXXXX
	ALL OWNED SCHEDULED AUTOS AUTOS							XXXXXX
	AUTOS AUTOS							
X	HIRED AUTOS X AUTOS							XXXXXX
					0.11.0.10.01.0	0.11.0.10.1.0		XXXXXX
121	UMBRELLA LIAB X OCCUR	N	N	CUP3943T310	9/10/2012	9/10/2013		000,000
	EXCESS LIAB CLAIMS-MADE							000,000
	DED RETENTION \$					-		XXXXXX
AND	RERS COMPENSATION EMPLOYERS' LIABILITY Y / N		N	UB7132Y976	9/10/2012	9/10/2013	X WC STATU- TORY LIMITS ER	
ANY F	PROPRIETOR/PARTNER/EXECUTIVE	N/A						0,000
(Mand	datory in NH)							0,000
DESC	CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 50	0,000
SCRIPT	ION OF OPERATIONS / LOCATIONS / VI	EHICL LY ISS	ES /(A	ttach ACORD 101, Additional I CERTIFICATES FOR THIS HOL	Remarks Schedule, if DER, APPLICABLE TO	more space is reported by the CARRIERS	quired) LISTED AND THE POLICY TERM(S) F	REFERENCED.
HE DIS	TRICT, ITS DIRECTORS, OFFIC TS TO GENERAL, AUTO AND E	ERS,	EMP SS L	ABILITY, THESE COVE	RAGES ARE PRIM	VES ARE ADI	UIRED BY WRITTEN CONTR	ACT.
AIVER	TS TO GENERAL, AUTO AND E OF SUBROGATION APPLIES W	VHER	EAL	LOWED BY STATE LAV	WAND AS REQU	IRED BY WR	ITTEN CONTRACT.	
EDTIE	ICATE HOLDER				CANCELLATIC	N		
ERIIF	ICATE HOLDER		-		1			
					SHOULD ANY OF	THE ABOW DE	Scrad POLNES TEXCHORLED	BEFORE
					ACCORDANCE	ITH THE POLICY	F NOTICE WILL BE DELIVERED IN	
	782130				AUTHORIZED REPR	ESENTATIVE	SOI3 APR O PM	
10		TOIS						
	AKI AND UNIFIED SCHOOL DISTR							
OA	AKLAND UNIFIED SCHOOL DISTR		G&N	ANAGEMENT		I M THE LAW		
OA DE 95	PARTMENT OF FACILITIES PLAN 5 HIGH STREET		G&N	IANAGEMENT		RTMENT	ACCOUNTING DEPA	
OA DE 95	PARTMENT OF FACILITIES PLAN		G&N	IANAGEMENT		INT NEWT	ACCOUNTING DEPA	
OA DE 95	PARTMENT OF FACILITIES PLAN 5 HIGH STREET		G & N	IANAGEMENT		INT MENT	ACCOUNTING DEPA	

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	THIS CERTIFICATE OF INSURA	YOR	DOE	S NOT CONSTITUTE A CO	ND OR AL	TER THE C	OVERAGE A	FFORDED BY THE POLICIES		
	ANT: If the certificate holder is an is and conditions of the policy, co te holder in lieu of such endorsem	ertain	poli							e
	Lockton Companies, LLC-1 Kans				CONTAC NAME:	т			-	
	444 W. 47th Street, Suite 900		1		PHONE (A/C, No,	Ext):		FAX (A/C, No):		
	Kansas City MO 64112-1906 (816) 960-9000				E-MAIL ADDRES	S:				
	(010) 000 0000					INS	SURER(S) AFFC	RDING COVERAGE		NAIC
						RA: Lloyd	s of London		1	38253
URED	GOULD EVANS AFFILIATES, P.	Α.			INSURE	RB:				
50	MS. BECKY RIMMER 4041 MILL ST.				INSURER	RC:				
	KANSAS CITY MO 64111				INSURER	RD:				_
					INSURER	RE:			_	
					INSURE	RF:				
NDICAT CERTIFIC EXCLUS	TO CERTIFY THAT THE POLICIES ED. NOTWITHSTANDING ANY RE CATE MAY BE ISSUED OR MAY F IONS AND CONDITIONS OF SUCH		AIN, 1	NT, TERM OR CONDITION THE INSURANCE AFFORD S. LIMITS SHOWN MAY H	OF ANY DED BY TH AVE BEE	CONTRACT TE POLICIES	OR OTHER	DOCUMENT WITH RESPECT HEREIN IS SUBJECT TO A AIMS.	TON	WHICH TI
CENE	TYPE OF INSURANCE RAL LIABILITY	ADDL	WVD	POLICY NUMBER	0	MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	vvv	XXXX
				NOT APPLICABLE				DILLIOF TO DELITED		XXXX
C	OMMERCIAL GENERAL LIABILITY									XXXX
$\vdash$	CLAIMS-MADE OCCUR									XXXX
										XXXX
CENI	AGGREGATE LIMIT APPLIES PER:									XXXX
	PRO-							PRODUCTS - COMP/OP AGG \$	ΛΛΛ	INAN
	OLICY JÉCT LOC MOBILE LIABILITY					-		COMBINED SINGLE LIMIT	XXX	XXXX
	NY AUTO			NOT APPLICABLE						XXXX
	LL OWNED SCHEDULED									XXXX
	IRED AUTOS									XXXX
Η.								\$		
l	MBRELLA LIAB OCCUR							EACH OCCURRENCE \$	XXX	XXXX
E	CLAIMS-MADE			NOT APPLICABLE				AGGREGATE \$	XXX	XXXX
0	ED RETENTION \$	1						\$		
WORK	ERS COMPENSATION							WC STATU- TORY LIMITS ER		
	COPRIETOR/PARTNER/EXECUTIVE	N/A		NOT APPLICABLE					XXX	XXXX
(Manda	tory in NH)									XXXX
	escribe under IPTION OF OPERATIONS below	-			-			E.L. DISEASE - POLICY LIMIT \$	XXX	XXXX
PROF	ESSIONAL LITY	N	N	LDUSA1204516	9	9/10/2012	9/10/2013	\$1,000,000 EACH CLAIM & IN ANNUAL AGG., FOR ALL PROJECTS.	THE	
SCRIPTIC S CERTIN	DN OF OPERATIONS / LOCATIONS / VE VICATE SUPERSEDES ALL PREVIOUSL	EHICLI	ES /(A UED (	L ttach ACORD 101, Additional I SERTIFICATES FOR THIS HOL	Remarks Si	chedule, if m ICABLE TO T	bre space is rec HE CARRIERS	L uired) LISTED AND THE POLICY TERM	S) REF	ERENCE
RTIFIC	CATE HOLDER					ELLATION				
					THE E	XPIRATION D		CRIBED POLICIES BE CANCELL , NOTICE WILL BE DELIVERED PROVISIONS.		FORE
107	82131				AUTHOR	ZED REPRES	ENTATIVE	- doom-		
DEF 955	(LAND UNIFIED SCHOOL DISTR ARTMENT OF FACILITIES PLAN HIGH STREET (LAND CA 94601		6 & N	ANAGEMENT			2.0	fasta		

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## AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

		Proje	ect Information	
Project Nar	ne N	Montclair New Classroom Building	Site	Montclair ES
		Bas	ic Directions	
Se	rvices o	cannot be provided until the contract	is fully approved and	a Purchase Order has been issued.
Attachment Checklist	□Pro □Wo	of of general liability insurance, includin orkers compensation insurance certification	g certificates and endor ion, unless vendor is a s	sements, if contract is over \$15,000 sole provider
		Contra	ctor Information	
Contractor N	ame	Gould Evans	Agency's Contact	Bob Baum
OUSD Vendo	or ID #	V059319	Title	Architect of Record

Street Address	95 Brady Street	City	SF		State	CA	Zip	94103
Telephone	415-503-1411	Policy Expires		9-10-2013				
Contractor History	Previously been an OUSD contractor?	X Yes 🗌 No	1	Worked as a	n OUSD e	mploye	e? 🗌 `	Yes X No
OUSD Project #	07050							

		Term	
Date Work Will Begin	2-25-2010	Date Work Will End By (not more than 5 years from start date)	10-20-2014

			Compensation			
Total Contract Ar	nount	\$	Total Contract Not To	Exceed	\$ 1,551,255.00	
Pay Rate Per Ho	UI (If Hourly)	\$	If Amendment, Changed Amount		\$ 5,000.00	
Other Expenses			Requisition Number	Requisition Number		
lf you are plann	ing to multi-fu	nd a contract using LE	Budget Information EP funds, please contact the State and	Federal Office <u>befo</u>	ore completing requisition.	
Resource #	Fundi	ng Source	Org Key	Object C	ode Amount	
9499	Mea	isure B	1439901815	6215	\$5,000.00	

		Approval and Routing (in	order of app	roval steps)						
	vices cannot be provided before the wledge services were not provided		Irchase Order is	issued. Signing this doo	cument affin	ms that to your				
	Division Head	Charles Love	Phone	510-535-7081	Fax	510-535-7082				
1.	Capital Program Contract & Accounting Manager									
	Signature	The		Date Approved	5-	10-12				
	General Counsel, Department	Facilities Planning and Manage	ement							
2.	Signature M	10		Date Approved	5.2	-1.13				
	Associate Superintendent, Fac	ilities Planning and Management								
3.	Signature / 9	$1 \leq 1$		Date Approved	5/2	.(				
	President, Board of Education									
4.	Signature			Date Approved						

THIS FORM IS NOT A CONTRACT