

Board Office Use: Legislative File Info.	
File ID Number	12-2451
Committee	Facilities
Introduction Date	10-10-2012
Enactment Number	12-2537
Enactment Date	10/10/12 OS



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date October 10, 2012

Subject Division of Facilities Planning and Management P.O's. Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

	Name	Amount	Funding Source	P.O.	Project	Date	City
12-2426	A&E Emaar	\$24,086.00	Measure B	P.O.	Piedmont Portable Installation	8-9-2012 thru 9-15-2012	Albany, CA
12-2430	Amber Flooring	\$1,698.00	Deferred Maintenance	P.O.	Piedmont Portable Installation	7-2-2012 thru 12-31-2012	Oakland
12-2465	Amber Flooring	\$39,191.00	Deferred Maintenance	P.O.	Piedmont Painting and Flooring	7-2-2012 thru 12-31-2012	Oakland
12-2431	Bridges Consultant	\$26,000.00	Measure B	P.O.	Facilities	7-1-2012 thru 9-30-2012	Oakland
12-2435	C. Overaa Company	\$29,000.00	Measure B	P.O.	Washington ES Mod	6-1-2012 thru 12-31-2012	Richmond, CA
12-2434	C. Overaa Company	\$49,000.00	Measure B	P.O.	La Escuelita Educational Center	3-7-2012 thru 6-30-2012	Richmond, CA
12-2432	CDW Government	\$468.00	Measure B	P.O.	Jefferson New Building	5-8-2012 thru 12-31-2012	Chicago, IL
12-2433	Chussy International	\$729	Measure A	P.O.	Facilities	5-10-2012 thru 5-18-2012	Oakland, CA
12-2436	Corevera	\$9,000.00	Developer Fees	P.O.	La Escuelita Educational Center	6-1-2012 thru 12-31-2012	San Francisco, CA
12-2437	Elation Systems	\$35,600.00	Measure B	P.O.	Labor Compliance	7-1-2012 thru 6-30-2013	Pleasanton, CA
12-2438	Eric Young	\$5,000.00	Measure A	P.O.	Facilities	7-1-12 thru 6-30-2013	Oakland, CA
12-2439	Gary Doupnik Manufacturing	\$54,600.00	Measure B	P.O.	Lowell Mod	6-27-2012 thru 7-1-2013	Loomis, CA



OAKLAND UNIFIED SCHOOL DISTRICT

12-2440	HALO Branded Solutions, Inc.	\$3,500.00	Measure A	P.O.	OUSD Summer Intern Program	7-25-2012 thru 12-31-2012	Sterling, IL
12-2442	IKON Office Solution, Inc.	\$4,000.00	Measure A	P.O.	Facilities	7-1-2012 thru 6-30-2013	Pasadena, CA
12-2443	Infiniti Engineering	\$25,425.22	Measure B	P.O.	Piedmont Portable Installation	7-20-2012 thru 8-31-2012	Oakland, CA
12-2441	Integrity Furniture	\$10,390.00	Special Reserve	P.O.	Thornhill ES	7-10-2012 thru 1-10-2013	Longview, TX
12-2444	KI	\$13,672.66	Measure B	P.O.	Highland New Classroom Building	7-15-2012 thru 9-15-2012	Green Bay, WI
12-2446	Lee Sign	\$417.86	Measure B	P.O.	Highland New Classroom Building	6-1-2012 thru 9-1-2012	Oakland, CA
12-2445	Lee Signs	\$139.20	Measure B	P.O.	Oakland HS	7-23-2012 thru 12-31-2012	Oakland, CA
12-2447	Magdave Associates, Inc.	\$49,900.00	Measure B	P.O.	Estimating Services	7-1-2012 thru 12-31-2012	Oakland, CA
12-2448	Masterpiece Painting	\$49,470.00	Deferred Maintenance	P.O.	Piedmont Portable Installation	7-2-2012 thru 12-31-2012	Oakland, CA
12-2449	Playworks	\$28,000.00	Developer Fees	P.O.	La Escuelita Educational Center	8-27-2012 thru 6-30-2013	Oakland, CA
12-2450	RMT Landscape Contractors, Inc.	\$4,800.00	Measure B	P.O.	Arroyo Viejo CDC Renovation	4-23-2012 thru 12-31-2013	San Leandro, CA
12-2451	RRM Design Group	\$25,000.00	Measure B	P.O.	Hintil KUU CDC Building Replacement	4-13-2012 thru 8-13-2012	San Luis Obispo, CA
12-2452	Seville Group Inc.	\$49,900.00	Developer Fees	P.O.	Facilities	7-1-2012 thru 12-31-2012	Oakland, CA
12-2454	Swinerton Builders	\$10,000.00	County School Facilities Fund	P.O.	Oakland Tech	4-25-12 thru 6-1-2012	San Francisco
12-2453	Swinerton Builders	\$20,262.00	County School Facilities Fund	P.O.	King Estates MS Seismic Retrofit	1-27-2012 thru 12-31-2012	San Francisco
12-2455	Swinerton Builders	\$10,000.00	County School Facilities Fund	P.O.	Montera Seismic Retrofit	4-26-12 thru 6-1-2012	San Francisco
12-2456	Turner Construction	\$49,000.00	County School Facilities Fund	P.O.	La Escuelita Educational Center	3-7-2012 thru 6-30-2012	Oakland, CA
12-2457	Xerox Capital Services	\$6,300.00	Measure A	P.O.	Facilities	7-1-2012 thru 6-30-2013	Dallas, TX

Discussion:

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.



OAKLAND UNIFIED
SCHOOL DISTRICT

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.

Fiscal Impact:

Various

Recommendation:

The Board of Education is requested to approve the Facilities Planning and Management contracts and Purchase Order for the OUSD school sites.

**OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM**

DATE SUBMITTED: 4/5/2012
SUBMITTED BY: Eric Sih

SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)

- | | |
|---|--|
| 1.) A/E (Architect and Engineers) Contract <input type="checkbox"/> | 5.) "Small" (under \$15,000.00) Construction Contract <input type="checkbox"/> |
| 2.) IOR (Inspector of Record Contract) <input type="checkbox"/> | 6.) Resolution Awarding <input type="checkbox"/> |
| 3.) Agreement for Professional Services - Testing Etc. <input type="checkbox"/> | 7.) Change Order <input type="checkbox"/> |
| 4.) Amendment to Agreement for Professional Services <input type="checkbox"/> | 8.) Purchase Order <input checked="" type="checkbox"/> |

Reader Number: 5-2-2012
Fiscal Year: 5-2-2012
P.O. Under \$50K: 5-2-2012
Date Processed: 5-2-2012
To: MB 5-2-2012 To DR:

191 Timothy E. White Asst. Superintendent Date 4/20/12
[Signature] Tadashi Nakadegawa Facilities Director Date

SECTION II. LOCAL BUSINESS PARTICIPATION PERCENTAGE

Local Business	Small Local Business	Small Local Resident Business	Total Percentage
0.00%	0.00%	0.00%	0.00%

SECTION III. AGREEMENT INFORMATION:

Project Name:	Hintil KUU CDC Building Replacement	Project No:	07028 8409901831-
Vendor Name:	RRM Design Group	Vendor Contact:	Pat Blote 6252
Vendor Phone Number:	(805) 543-1794	Vendor Mailing Address:	3765 S. Higuera St., Ste. 102 San Luis Obispo, CA 93401
Agreement Start and Stop Dates:	Start: 4/13/2012 Stop: 8/13/2012	Amounts:	Current Contract Amount: \$0.00 Not to Exceed Amount: \$25,000.00 Revised Contract Amount: \$0.00
Has Work Started?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes give an explanation:	Has Work Been Completed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date: 12-24-11

LEGISLATIVE FILE
File ID No. 12-2451
Introduction Date October 10, 2012
Enactment No. 12-2531
Enactment Date 10/18/12

Certificate of Insurance Attached Yes No Date provided 02

For Construction Contracts >\$15,000, please provide or attach the following:

- | | |
|---|--|
| 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) (Attach Bid Documents) | 6) Performance Bonds Attached |
| 2) Date(s) of Bid Advertisement - <u>Jody London</u> | 7) Payment Bonds Attached |
| 3) Date of Bid Opening - | (Sections 6 and 7 to be completed by Contract Administration department) |
| 4) Name of Architect - | |
| 5) Liquidated damages per day - \$ <u>Jody London</u> | |

Scope of Work: (Needed to prepare Executive Summary) Please attach separately along with Vendor's proposal. Provide third party examination of the current design documents including plans and specifications. Provide digital document markups with itemized list of recommendations, review DSA submittal checklist, CHPS checklist, construction cost estimate and identify any deficiencies for the next phase of agency review and bidding.

Discussion Info: (Needed to prepare Executive Summary) (Provide detailed background - Why is contract required and what is the benefit to students) - Add additional pages as needed
Deliverables include Plan/specification markups, list of recommendations, 1 meeting with OUSD reps and A/E team to discuss per review findings.

Funding: OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do

Budget Number:

RECEIVED
5-2-2012

Edgar Rakestraw, Jr., Secretary
Board of Education
10/10/12

DEPARTMENT OF FACILITIES PLANNING AND MANAGEMENT

OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM

SECTION IV. L/LS/LSRBE - RATIONAL FOR NON COMPLIANCE CHECK LIST

1.)	<p>Specialty Service: This contractor provides a unique / specialty service that is currently not available from a certified L/S/SLRBE. Government Code § 53060 / school districts may contract without bidding for, "special services and advice in financial, economic, accounting, . . . legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required."</p>	✓
2.)	<p>District Discretion under L/SL/SLRBE due to lack of certified firms at time of bid: If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 20% requirement may be re-set from 19 % to 0%, depending on the particular circumstances at time of bid.</p>	
3.)	<p>Futility: It would be futile to require that the contract be subjected to the L/SL/SLRBE due to (circle one) COST / TIME CONSTRAINTS / NO CERTIFIED BIDDERS. California law provides that "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage...the statute requiring competitive bidding does not apply." (Hiller v. City of Los Angeles (1961) 197 Cal. App. 2d 685, 694.)</p>	
4.)	<p>Field Test / (1) In order that a field test or experiment may be made to determine the product's suitability for future use. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
5.)	<p>Product Match/(2) In order to match other products in use on a particular public improvement either completed or in the course of completion. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
6.)	<p>Sole Source / (3) In order to obtain a necessary item that is only available from one source. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
7.)	<p>Emergency Repair / (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals. PUBLIC CONTRACT CODE SECTION 3400-3410 / See also: Public Contract Code Section 1102. "Emergency," as used in this code, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.</p>	

RRM Design Group
3765 S. Higuera St., Ste. 102
San Luis Obispo, CA 93401
P: (805) 543-1794
F: (805) 543-4609
www.rrmdesign.com

HINTIL KUU CHILD DEVELOPMENT CENTER
Scope of Services

April 2, 2012

PROJECT DESCRIPTION

Construction drawings are substantially complete for the renovation and replacement of the existing Hintil Kuu Child Development Center including outdoor play areas and four (4) new classrooms located adjacent to the existing Munck Elementary School in Oakland, California. RRM Design Group's architectural team will support the District's architectural/engineering team by providing third-party examination of the current design documents.

SCOPE OF WORK

TASK A.1: DOCUMENT RESEARCH AND COORDINATION WITH OWNER REPRESENTATIVES

RRM will coordinate with Oakland Unified School District (OUSD) representatives to gather design documents and related correspondence, and provide preliminary assessment.

Note: this task is already complete

TASK A.2: PEER REVIEW

The RRM team will provide third-party examination of the current design documents which include plans and specifications. RRM will assign a senior architect with extensive DSA project experience to provide digital document "markups" along with an itemized list of recommendations for completing the construction documents. RRM will also review DSA submittal checklist, CHPS checklist, construction cost estimate and identify any deficiencies for the next phase of agency review and bidding.

Deliverables:

- Plan/specification markups
- List of recommended revisions
- One (1) meeting with OUSD reps and A/E team to discuss per review findings.

Schedule: Four (4) to Six (6) weeks are anticipated to complete review process

Reimbursable Expenses

All expenses incurred will be reimbursed pursuant to the rates, terms and conditions on the enclosed Exhibit A-1. The actual cost for direct expenses may be more or less than the estimate shown.

Estimated Fee: \$2,000

Hintil Kuu Child Development Center
 Scope of Services
 April 2, 2012
 Page 2 of 2

TASK AND FEE SUMMARY

TASK	DESCRIPTION	T&M (see footnote)
A.1	Document Research	\$ 3,000
A.2	Peer Review	\$ 20,000
Estimated Reimbursable Expenses:		\$2,000
ESTIMATED PROJECT TOTAL:		\$25,000

Fee Footnotes

Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

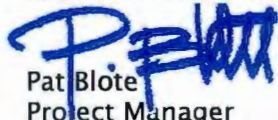
- Provide access to digital files for drawings, specifications, estimates and submittal checklists
- Meeting and phone conference coordination

Note: RRM Design Group is not the Architect of Record and shall not assume responsibility for the accuracy, completeness, standard of care, compliance with regulations, constructability or other aspects of the Architect of Record responsibilities.

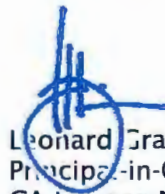
If this proposal is acceptable, please sign where indicated below and on the enclosed Exhibit A-1; return one set to RRM and retain one set for your records.

Sincerely,

RRM DESIGN GROUP



Pat Blote
 Project Manager
 CA License No. C14553



Leonard Grant
 Principal-in-Charge
 CA License No. C26973

Enclosure: Exhibit A-1

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

Organization Name

Billing Address

Tasks Authorized
(all tasks authorized unless otherwise noted)

San Luis Obispo
 3765 S. Higuera St., Ste. 102
 San Luis Obispo, CA 93401
 P: (805) 543-1794 | F: (805) 543-4609

San Clemente
 232 Avenida Fabricante, Ste. 112
 San Clemente, CA 92672
 P: (949) 361-7950 | F: (949) 361-7955

San Diego (Field Office)

www.rrmdesign.com

EXHIBIT A-1 GENERAL PROVISIONS AND CONDITIONS

The following are the terms and conditions under which RRM Design Group agrees to provide professional services to Client. This Exhibit is intended to supplement the Agreement to which it is attached, and together with any other exhibits shall comprise the "Agreement." Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

EMPLOYEE RATES (HOURLY). Unless otherwise agreed in advance, the fees for professional services performed by RRM Design Group shall be performed on a time and materials basis at RRM Design Group's then-current rates for such work. Schedule 1 attached hereto sets forth a description of RRM Design Group standard hourly rates for its employees as of the date of this Agreement. Hourly rates may vary according to employee experience and proficiency, and may be adjusted from time to time upon prior written notice to Client. Hourly rates for expert witness services or depositions shall be subject to a premium of 2x the standard hourly rate. Overtime for non-exempt employees, if requested by Client, shall be charged as at 1.25x the standard hourly rate.

SUBCONSULTANT EXPENSES. The fee for subconsultants of RRM Design Group shall be actual cost plus 10% to cover RRM Design Group's overhead and administrative expenses. Typical subconsultants may include:

Structural Engineer	Irrigation Consultant	Geotechnical Consultant
Mechanical Engineer	Cost Estimator	Archaeological Consultant
Electrical Engineer	Soils Consultant	Traffic Consultant

RRM Design Group shall not be responsible for subconsultants' data, interpretations, and recommendations.

REIMBURSABLE EXPENSES. Clients shall reimburse RRM Design Group for incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for the Project, at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses shall include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long distance communications, fees paid to authorities having jurisdiction over the Project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation / automobile / lodging / meals), renderings, and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

RRM DESIGN GROUP REPRODUCTIONS. Photocopies shall be charged at a rate of \$.20 per copy. All other types of RRM Design Group reproductions including, but not limited to, blueprinting, process camera, typesetting, printing, and plotting, shall be billed at RRM Design Group's internal price sheet or, in the case of work sent to outside vendors, at the local vendor's current rate plus 10% to cover RRM Design Group overhead and administrative expenses.

FEES AND PAYMENTS. Fees for employee rates, subconsultant expenses, reimbursable expenses, and RRM Design Group reproductions shall be billed to Client on an "as-performed basis," unless otherwise agreed by the parties in advance. PAYMENT SHALL BE DUE AND PAYABLE UPON PRESENTATION. In order to defray carrying charges resulting from delayed payments, a finance charge at 1.5% (or the maximum rate allowed by law, whichever is less) per month shall be added to the unpaid balance after thirty (30) days from the date of RRM Design Group's invoice. RRM Design Group, without any liability to Client, reserves the right to withhold services and work product pending payment of Client's outstanding indebtedness or advance payment as required by RRM Design Group.

ADVANCE PAYMENT. RRM Design Group reserves the right to require payment in advance for work estimated to be done during a given billing period.

COMMENCEMENT OF WORK. RRM Design Group's work will commence immediately upon receipt of Client's retainer and a notice to proceed signed by Client. If notice to proceed is delayed beyond thirty (30) days, it is understood that the terms and conditions of this Agreement are subject to revision.

TERMINATION OR SUSPENSION. Either party may terminate or suspend this Agreement upon seven (7) days prior written notice if the other party materially breaches any provision of this Agreement and fails within seven (7) days after receipt of written notice from the non-breaching party to commence, and continue, correction of such breach with diligence and promptness. Failure of Client to make payments to RRM Design Group when due in accordance with this Agreement shall constitute a material breach of this Agreement and cause for termination or, at RRM Design Group's option, cause for suspension of performance of services. In the event of a suspension or termination of services as a result of Client's failure to pay, RRM Design Group shall have no further obligation or liability for loss or damage incurred by Client, including damage caused by delay, loss of agency approvals, loss of financing, or interest expenses, because of such suspension or termination of service. Before resuming services, RRM Design Group shall be paid all sums due prior to suspension and any expenses incurred in the interruption and

EXHIBIT A-1
General Provisions and Conditions
Page 2 of 4

resumption of RRM Design Group's services. RRM Design Group's fees for the remaining services and the time schedules shall be equitably adjusted.

Notwithstanding any provision to the contrary, RRM Design Group shall be entitled to immediately, and without notice, suspend the performance of any and all its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary petition filed against Client in the United States Bankruptcy Court and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement had been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of services continues for a period in excess of ninety (90) days, RRM Design Group shall have the right to terminate all services pursuant to this Agreement.

ADDITIONAL SERVICES. Client agrees that if Client requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services on a time and materials basis as extra services in accordance with the Employee Rates and Subconsultant Expenses described above, and any other provisions of this Agreement. Client agrees to reimburse RRM Design Group at its then standard rates for any unreimbursed costs it incurs to comply with any request or subpoena by any attorney, legal authority, or court of law to provide records, testimony, depositions, or any other form of information related to any legal action involving Client in which RRM Design Group is not a named party.

ADDITIONAL DOCUMENTS. RRM Design Group shall not be required to execute any document subsequent to the signing of this Agreement that might in any way, in the judgment of RRM Design Group, breach RRM Design Group's contractual or legal obligations or put at risk the availability or costs of its professional (if any) or general liability insurance.

LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND RRM DESIGN GROUP, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF RRM DESIGN GROUP TO THE CLIENT FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES FROM ANY CAUSE OR CAUSES, INCLUDING ATTORNEYS' FEES AND COSTS AND EXPERT-WITNESS FEES AND COSTS, SO THAT THE TOTAL AGGREGATE LIABILITY OF RRM DESIGN GROUP TO THE CLIENT SHALL NOT EXCEED RRM DESIGN GROUP'S TOTAL FEE FOR SERVICES RENDERED ON THIS PROJECT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.

THE PARTIES FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

By initialing and dating the following, each party agrees and accepts the limitations of liability described in this section:

	April 2, 2012		
RRM Design Group	Date	Client	Date

INDEMNIFICATION. Client shall indemnify, defend, and hold harmless RRM Design Group and its officers, directors, partners, members, employees, agents, retained consultants, and representatives from and against all damages, claims, losses, liens debts, expenses, causes of action, obligations, and judgments, including reasonable attorney's fees and costs, caused by the negligent acts or omissions or misrepresentations of Client or Client's consultants, their officers, directors, partners, members, employees, agents, and representatives with respect to the Project or the default by Client hereunder but not to the extent caused by others for whom Client and its consultants are not responsible hereunder.

Subject to any limitations set forth in this Agreement, RRM Design Group shall indemnify and hold harmless Client and its officers, directors, members, and employees (collectively, the "Indemnitees"), but not any general contractor or others performing services for the Project, from and against all damages, losses, liens, judgments, and expenses caused by the negligent acts or omissions of RRM Design Group and its agents, representatives, employees, consultants, and contractors with respect to this Project or the default of RRM Design Group hereunder, but not to the extent caused by the Indemnitees or others for whom RRM Design Group is not responsible hereunder.

These indemnification provisions shall survive the termination of this Agreement and shall remain in full force and effect as long as permitted by applicable statutes of limitation.

INSURANCE. RRM Design Group shall obtain and maintain until completion of the services liability, property, and casualty insurance from a responsible insurer having minimum limits of not less than \$1,000,000.00 for general liability and \$1,000,000.00 for property and casualty losses for each occurrence and workers' compensation insurance in the amount of the statutory requirement. Client understands and acknowledges that RRM Design Group is not obligated to provide professional liability insurance.



EXHIBIT A-1
General Provisions and Conditions
Page 3 of 4

TITLE. It is understood and agreed that all calculations, drawings, reports, specifications, documents, and data developed for the Project, including drawings, reports, and data on any form of electronic media, developed for the Project (collectively, the "Project Materials") shall remain the property of RRM Design Group, who shall be deemed the author, and shall retain all common law, statutory law, and other rights, including copyrights, whether or not the Project is completed. Client agrees to not transfer to others, use, or permit any other person to use the Project Materials, in whole or in part, for any purpose or project other than the Project, without the prior written consent of RRM Design Group. Client further agrees to waive all claims against RRM Design Group resulting in any way from any unauthorized changes or reuse of the Project Materials for any other project by anyone other than RRM Design Group. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the Project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of RRM Design Group pursuant to this Agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this Agreement, and Client has performed all of its obligations under this Agreement.

CLIENT RESPONSIBILITIES. Client shall provide RRM Design Group with full information including a program setting forth Client's design objectives, constraints, and construction budget criteria as applicable.

In addition, Client shall provide all information it has access to that relates to the site and the Project that may in any way bear upon the services of RRM Design Group hereunder, including but not limited to, a legal description of the site, site survey, a site plan, the location of utilities and underground structures at the site, previous technical reports, and any previous environmental assessments or audits.

Client shall obtain all necessary authorizations and permits to allow RRM Design Group to have access to the site at reasonable times throughout its performance of this agreement. RRM Design Group will take reasonable precautions to minimize damage to the site, but unavoidable damage or alteration may occur and Client agrees to assume responsibility for the same. Client agrees to assume responsibility for damages due to RRM Design Group's interference with subterranean structures, such as pipes, tanks, and utility lines, that are not correctly shown on the documents provided to RRM Design Group by Client or any third party.

Client further agrees that to the extent work on an existing site or facility requires RRM Design Group to make certain assumptions regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portion of the job site or facility, RRM Design Group may not be able to obtain complete information about existing conditions. Client agrees to indemnify RRM Design Group to the fullest extent allowed by law concerning any loss and/or claim which may arise from site conditions of which RRM Design Group has not been informed.

Client shall furnish all legal, accounting, and insurance counseling services as may be necessary at any time for the Project, including auditing services Client may require to verify the Contractor's applications for payment or to ascertain how or for what purposes the Contractor uses the moneys paid by Client. The information above shall be furnished at Client's expense and RRM Design Group shall be entitled to rely upon the accuracy and completeness thereof.

If Client observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with this Agreement, prompt written notice shall be given by Client to RRM Design Group.

Client shall furnish information and shall review RRM Design Group work and provide decisions as expeditiously as necessary for the orderly progress of the Project and of RRM Design Group's services.

Client understands and acknowledges that if the scope of services includes RRM Design Group's assistance in applying for governmental permits or approvals, RRM Design Group's assistance shall not constitute a representation, warranty, or guaranty that such permits or approvals will be acted upon favorably by any governmental agency.

STANDARD OF PERFORMANCE. The standard of care for all professional and related services performed or furnished by RRM Design Group under this Agreement shall be in accordance with generally accepted professional practice in the same or similar localities at the time the services are performed. RRM Design Group makes no warranties, express or implied, under this Agreement or otherwise in connection with RRM Design's services. Client acknowledges that changes to this Project will inevitably be required as a result of minor omissions, ambiguities, or inconsistencies in the plans and specifications, and therefore Client agrees to make no claim against RRM Design Group with respect to claims by the Project's contractors or others as a result of such omissions, ambiguities, or inconsistencies.

OPINION OF PROBABLE COST. Any evaluation of Client's budget for the Project, preliminary estimates or updated estimates of probable cost prepared by RRM Design Group represent RRM Design Group's opinion as an experienced and qualified professional generally familiar with the industry. It is recognized, however, that neither RRM Design Group nor Client has control over the cost of labor, materials, equipment, or services provided by others or over competitive bidding, market, or negotiating conditions. Accordingly, RRM Design Group cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the Project or any estimate or evaluation prepared or agreed to by RRM Design Group.

HAZARDOUS ENVIRONMENTAL CONDITION. Client acknowledges that RRM Design Group's scope of services for this Project does not include any services related in any way to asbestos, PCB's, petroleum and/or hazardous or toxic materials (collectively, "Hazardous Materials"). Should RRM Design Group or any other party encounter any Hazardous Materials on the job site, or should it in any other way become known that Hazardous Materials are present or may be present on the job site or any adjacent or nearby areas which may affect RRM Design Group's services, RRM Design Group may, at its option, suspend or terminate work on the Project until Client: (i) retains a qualified contractor to abate and/or remove the Hazardous Materials; and (ii) warrants that the job site is free from any Hazardous Materials and is in full

EXHIBIT A-1
General Provisions and Conditions
Page 4 of 4

compliance with applicable laws and regulations. Client further agrees to defend, indemnify, and hold harmless RRM Design Group, its officers, directors, principals, employees, and subconsultants, from any Hazardous Materials related claims that may be brought by third parties.

MEDIATION. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and RRM Design Group agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and RRM Design Group further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

ARBITRATION. In the event the parties to this Agreement are unable to reach a settlement of any dispute involving an amount of less than \$100,000.00 arising out of this Agreement or related to the services under this Agreement in accordance with the Mediation section above, then such disputes may, with the consent of both parties, be settled by binding arbitration in accordance with the rules of California Code of Civil Procedure §§ 1280 through 1294.2 and any successor provisions thereto. Except as otherwise provided herein, arbitration shall be the exclusive dispute resolution process. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. The place of arbitration shall be in the County of San Luis Obispo, California. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of reasonable attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The arbitrator (if permitted under applicable law) or such court may issue a writ of execution to enforce the arbitrator's decision.

LIENS. This Agreement shall not be construed to alter, affect, or waive any design professional's lien, mechanic's lien, or stop notice right which RRM Design Group may have for the performance of services pursuant to this Agreement. Client agrees to provide to RRM Design Group the present name and address of the record owner of the property upon which the Project is located. Client also agrees to provide RRM Design Group with the name and address of any and all lenders who may loan money on the Project and who are entitled to receive a preliminary notice.

SUCCESSORS AND ASSIGNS. All of the terms, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon Client, RRM Design Group, and their respective successors and assigns provided, however, that no assignment of this Agreement shall be made without the written consent of the parties to this Agreement.

FORCE MAJEURE. RRM Design Group is not responsible, and shall not be deemed in default, for delay caused by activities or factors beyond RRM Design Group's reasonable control, including, but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of RRM Design Group's services promptly, or faulty performance by Client or other contractors or governmental agencies. To the extent such delays cause RRM Design Group to perform extra services, such services shall be paid for by Client in accordance with the terms of this Agreement.

OTHER PROVISIONS. This Agreement represents the entire agreement between RRM Design Group and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both RRM Design Group and Client. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any contract term shall not be deemed a waiver of future enforcement of that or any other term. The provisions of this Agreement are declared to be severable. Any notice, request, authorization, direction, or other communication under this Agreement shall be given in writing and delivered in person or by certified or first-class United States mail, properly addressed and stamped with the required postage to the intended recipient.

EXHIBIT A - 1: SCHEDULE 1**Bill Rate Ranges***Subject to change effective March 1st each year*

Administrative Assistant	\$ 65 - \$ 85
Architect	\$ 100 - \$ 150
Chief Executive Officer	\$ 170 - \$ 220
Construction Inspector	\$ 105 - \$ 140
Designer	\$ 60 - \$ 100
Engineer I	\$ 90 - \$ 120
Engineer II	\$ 90 - \$ 120
Engineer III	\$ 110 - \$ 145
Intern	\$ 35 - \$ 45
Job Captain	\$ 70 - \$ 145
Manager of Architecture	\$ 150 - \$ 195
Manager of Engineering Services	\$ 140 - \$ 185
Office Coordinator	\$ 65 - \$ 85
Party Chief	\$ 100 - \$ 130
Planning & Landscape Architecture Assistant	\$ 75 - \$ 105
Planning & Landscape Architecture Associate	\$ 80 - \$ 130
Principal	\$ 140 - \$ 250
Principal Landscape Architect	\$ 110 - \$ 175
Principal Planner	\$ 100 - \$ 185
Project Manager	\$ 90 - \$ 175
Senior Civil Designer	\$ 110 - \$ 145
Senior Designer	\$ 115 - \$ 170
Senior Landscape Architect	\$ 105 - \$ 145
Senior Planner	\$ 105 - \$ 140
Supervisor of Surveying	\$ 120 - \$ 160
Survey Crew Rates	
REGULAR	
One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 235
Three person	\$ 235 - \$ 335
PREVAILING WAGE	
One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 300
Three person	\$ 325 - \$ 425

Eric Sih

From: Mellissa Truitt
Sent: Wednesday, April 04, 2012 12:28 PM
To: Eric Sih
Subject: Hintil Kuu CDC
Attachments: plb-Hintil-Kuu-Proposal-04-02-12-FULL

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Eric,
Please prepare a purchase order for this work for my review. Charge to Hintil project code.
Thanks,
Mellissa



Mellissa Truitt
SGI Construction Management
Program Director
360 22nd Street
Oakland, CA 94612
P: (510) 452-9423 | C: (510) 529-9625 | F: (510) 452-8925
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