Board Office Use: Le	gislative File Info.
File ID Number	14-0035
Committee	Facilities
Introduction Date	2-12-14
Enactment Number	14-0240.
Enactment Date	2-12-14 ll.



# Memo

То	Board of Education	
From	Dr. Gary Yee, Ed.D., Acting Superintendent and Secretary, Board of Education By: Vernon Hal, Deputy Superintendent VELY Timothy White, Associate Superintendent, Facilities Planning and Management	
Board Meeting Date	2-12-14	
Subject	Amendment No. 7, Agreement for Professional Services - Gould Evans - Montclair New Classroom Building Project	
Action Requested	Approval by the Board of Education of Amendment No. 7, 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 \$156,507.00 increasing previous contract amount from \$1,551,255.00. to a not to exceed amount of \$1,707,762.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.	
Background	This amendment is in lieu of future amendments for the project.	
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. 7, 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 \$156,507.00 increasing previous contract amount from \$1,551,255.00. to a not to exceed amount of \$1,707,762.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.	
Fiscal Impact	Measure B	
Attachments	<ul> <li>Amendment for Architect and Engineering including scope of work</li> <li>Certificate of Insurance</li> </ul>	



Community Schools, Thriving Students

#### AMENDMENT NO. 7 TO AGREEMENT FOR ARCHITECT AND ENGINEERS 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:	
	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 reviewing of miscellaneous structural issues, window and storefront shop drawings numerous times, change from a warming kitchen to a cooking kitchen, reimbursables, time extension on projection due to delay in the construction schedule, and an estimated dollar amount for possible future changes not know at this time.	
2.	Terms (duration): X The term of the contract is <u>unchanged</u> .	
	If term is changed: The contract term is extended by an additional, 20, 20, 20, 20, 20	
3.	Compensation: The contract price is <u>unchanged</u> . <b>x The contract price has <u>changed</u></b> .	
	If the compensation is changed: The contract price is amended by	
	X Increase of \$156,507.00 to original contract amount	
	Decrease of \$ to original contract amount	
	and the new contract total is <u>One million, seven hundred and seven thousand, seven hundred sixty-two</u> dollars and no cents (\$1,707,762.00)	

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		The scope of the project is to provide revised details of the temporary handicap parking space in front of the school by the	\$8,500.00

K999069.002 Rev. 10/30/08

Contract No.

P.O. No.

#### Amendment to Professional Services Contract

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 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.	\$14,005.00
6	6-12-2013	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).	\$5,000.00

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 UNITED SCHOOL DISTRICT Date resident, David Kakashiba, Board of Education Date

Dr. Gary Yee, Acting Superintendent Secretary, Board of Education

Timothy White, Associate Superintendent Date Facilities, Planning and Management

File ID Number: 14-0035Introduction Date: 2-12-14Enactment Number: 14-0240Enactment Date: 2-12-140Bv:

CONTRACTOR Contractor Signature

PRINGPM

ROBERT BAUM

Print Name, Title

#### EXHIBIT "A" Scope of Work

#### Contractor Name: Gould Evans

## Billing Rate: One hundred fifty-six thousand, five hundred and seven dollars and no cents (\$156,507.00)

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

The scope of the project is to provide reviewing of miscellaneous structural issues, window and storefront shop drawings numerous times, change from a warming kitchen to a cooking kitchen, reimbursables, time extension on projection due to delay in the construction schedule, and an estimated dollar amount for possible future changes not know at this time.

#### 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 college and c	
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 Exc/uded Parties List./https://www.sam.gov/portal/public/SAM

in Susie Butler-Berkley

Contract Analyst

# gouldevans

### EXHIBIT A

2 October 2013

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

SUBJECT: Additional Services Fee Proposal – Final through project completion Montclair Elementary School Project No. 07050 New Classroom/Multi-Purpose Building/Cafeteria

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

Dear John:

I am writing to propose and present fees and reimbursable expenses for compensation by Amendment to Agreement for Professional Services Contract regarding the Montclair Elementary School New Classroom/Multi-Purpose Building/Cafeteria. At your request per Tadashi's direction, this proposal bundles the following:

- Items-1 thru 3: The (3) previously submitted, but not yet officially approved as Amendments, Proposals 8, 9, and 10
- Item-4: Additional add-services to date, for extended duration of CA and Owner directed services
- Item-5: The requested allowance for add-service costs for GouldEvans and/or sub-consultants through the end of construction completion (any add services going forward beyond those included in Item-5 will be billed against this allowance)

Given the district's direction to bundle these previous proposals (which date back to 4.09.13) together, and the district's accounting department needing to have these amounts approved prior to our being able to bill and be paid for them, as well as our having performed this work prior to approval in good faith and for the benefit of the project schedule, we would greatly appreciate quick approval of this bundled proposal.

Item-1: Miscellaneous structural issues and aluminum windows/storefront submittal (previously submitted as Additional Services Fee Proposal-8 dated 7.18.13, attached):

Total Item-1

\$ 14,525

95 BRADY STRFET 8 AN FRANCISCO, CA 94103 4 (5.563 1411 Item-2: Cooking Kitchen Additional Services (previously submitted as Additional Services Fee Proposal-9 dated 8.6.13, attached):

•	Total Item-2	\$16,550
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Item-3: Reimbursable expenses (previously submitted as Additional Services Fee Proposal-10 dated 8.29.13, attached):

• Total Item-3 \$46,	231.84
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## Item-4: Extended Contract Administration phase services and additional services per Owner directed/requested revisions and/or additions, through 9.30.13 :

The Agreement for Professional Services Contract defines the expected construction phase period to be 15 months and per the Applications for Payment, the Contract for Construction between OUSD and the WBB defines the construction phase to be 16 months. The actual construction phase period will reach 18 months as of end of September, 2013, at which point we expect to be able to move into the closeout phase period. This extended construction schedule has required us to provide full-time Contract Administration services for an additional (2) months.

Additionally, there have been a number of Owner directed revisions/aclditions/requests that have added to the scope of work of Contract Administration to date for the project. These include, but are not limited to skateboard protection addition, classroom planting area revision, wireless access addition assistance, BAFan timer addition, gate alarm addition, flagpole addition, door hardware additions, intrusion alarm device revisions, additional chainlink fence enclosures, addition of a playground drinking fountain, investigation of distortion in the laminated glazing, revisions to irrigation for EBMUD approval, and assistance with investigation of feasibility of permanent on-street accessible parking/loading space. (Note: Item-5 includes add service for these items through 9.30.13; continued efforts on these or other items requested by the district will be invoiced against the Allowance provided by Item-6)

•	Total Item-4	\$ 49,200
٠	Additional Contract Administration per Owner directions/requests	\$ 6,ິ <u>0</u> 00
•	Additional (2) months of full time Contract Administration services	\$ 43,200

#### Item-5- Allowance for Additional Services through construction completion:

Per your direction and at OUSD request, this proposal includes an allowance for additional services by GouldEvans and/or our sub-consultants through completion of project construction. Any further additional services beyond those included in Item-5 above will be invoiced against this allowance. Any balance of this allowance not invoiced for will be retained by OUSD.

Allowance for coverage of Additional Service provided by GouldEvans	\$ 20,000
Allowers for seven as of Additional Canting may ideal by sub-sensultante	\$ 10 000

Allowance for coverage of Additional Service provided by sub-consultants \$10,000 000

\$ 30,0

#### Calculation of Total Compensation for Additional Services Fee Proposal - Final through project completion:

Total Compensation for the services described in this proposed Addendum to our overall agreement will be as follows. 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.

Total Item-1 (previously submitted as Additional Services Fee Proposal-8):	\$ 14,525
Total Item-2 (previously submitted as Additional Services Fee Proposal-9)	\$ 16,550
Total Item-3 (previously submitted as Additional Services Fee Proposal-10):	\$ 46,232
Total of previously submitted proposals	\$ 77,307
Total Item-4	\$ 49,200
Total Item-5 (allowance only; to be billed against by any future add service invoicing)	\$ 30,000
Total Compensation: Additional Services Fee Proposal – through project completio	n \$156.507

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

Sincerely,

Robert Baum, AIA CA License No. C12094

gouldevans

# gouldevans

18 July 2013

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

#### SUBJECT: Additional Services Fee Proposal 8-

Montclair Elementary School Project No. 07050 New Classroom/Multi-Purpose Building/Cafeteria Miscellaneous structural issues and aluminum windows/storefront submittal

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

Dear John:

I am writing to propose fees for Additional Services for the Montclair Elementary School New Classroom/Multi-Purpose Building/Cafeteria, regarding the following:

- *Miscellaneous structural issues which have arisen during construction*: see attached letter from Kam Yan & Associates, dated June 21, 2013. Note that the responses to these issues required efforts by Gould Evans, in addition to the efforts described by Glen Lin in that letter.
- Aluminum windows and storefront submittals: Because the submittals provided were well below the standard which should be expected in the construction industry, Gould Evans expended additional efforts well beyond which that which could reasonably be expected. In particular, please note that there have been multiple rounds of submittals due to the fact that the subcontractor tailed to address mark-ups provided for the earlier rounds. As you know, it was critical that the submittal meet minimum standards for DSA review and approval.

95 BRADY STREET SAN FRANCISCO, CA 94103 415.503.1411

KANSAS CITY LAWRENCE PHOENIX TAMPA SAN FRANCISCO

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.

•	Miscellaneous structural issues	<b>•</b> • • • • <b>•</b>
	<ul> <li>Architecture</li> </ul>	\$ 2,645
	<ul> <li>Structural Engineering (Kam Yan)</li> </ul>	\$ 6,940
•	Aluminum windows and storefront submittal	
	o Architecture	\$ 4,940
•	TOTAL	\$ 14,525

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



06 August 2013

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

#### SUBJECT: Additional Services Fee Proposal 9– Montclair Elementary School Project No. 07050 New Classroom/Multi-Purpose Building/Cafeteria Cooking Kitchen Additional Services

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

Dear John:

I am writing to propose fees for Additional Services for the Montclair Elementary School New Classroom/Multi-Purpose Building/Cafeteria, regarding the following:

Changing from a warming kitchen to a cooking kitchen: As directed by OUSD, the Construction Documents provided a warming kitchen with infrastructure as feasible for possible installation of a cooking kitchen in the future. Recently, this direction has been modified, and we were instructed to provide a cooking kitchen as part of the current scope of construction. This revision required layout and equipment review and development with OUSD Nutritional services, some of which was revised from the assumptions made when planning for the "future" cooking kitchen. All changes required revised documentation for construction, revised documentation for Health Department submittal, and submittal and coordination of DSA approval of the change. Because of the tight time schedule, we immediately began this work on your verbal authorization.

Compensation for the services described in this proposed Addendum to our overall agreement will be as follows. This includes work already completed plus time yet to be spent on implementation of the cooking kitchen. Fees guoted herein are in addition to all fees noted in the overall agreement and in prior Additional Service Proposals.

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•	TOTAL	\$16,550
	<ul> <li>Architecture</li> <li>Electrical (Silverman &amp; Light) – invoice attached</li> <li>Food Service consultant (Marshall Associates) – invoice attached</li> </ul>	\$ 9,450 \$ 4,100 \$ 3,000
•	Revision from Warming to Cooking kitchen	

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,

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Robert Baum, AIA CA License No. C12094

gouldevans

### MEMORANDUM

TO: John Springer, Gould Evans Baum Thornley FROM: Steve Ference, Silverman & Light DATE: June 21, 2013 RE:

Montclair Elementary School New Classroom Bldg **Added Services for Kitchen Upgrade** 

John,

To evaluate, coordinate and execute the requested electrical changes to the design of our kitchen power plan and the associated electrical panel schedule, which we forwarded to you yesterday, we calculate we have expended an effort worth a sum of \$4,100.

Thank you for permitting us to contribute to this effort.

Sincerely,

twe form

Steve Ference, Project Manager

SILVERMAN & LIGHT

**Electrical Engineers** 

Lighting Consultants

1201 Park Avenue, Suite 100

Emervalle, CA 94608

Telephone 510.655.1200

Facsingle 510,655,1364

www.silvermassight.com

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Joe Barzell Pf

Michael Gill PE

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FOODSERVICE & LAUNDRY CONSULTANTS/DESIGNERS

JACK LONDON WATERFRONT 201 3® STREET SUITE 1 OAKLAND, CA 94607 415/677-1200 FAX 415/677-1210

STEVEN MARSHALL, FCSI JONATHAN MARSHALL, FCSI MARK R. WALSH, FCSI

July 25, 2013

John Springer, Associate Gould Evans 95 Brady Street San Francisco, CA 94103

Re:

The Marshall Associates, Inc.

MONTCLAIR ELEMENTARY SCHOOL

Additional Services Proposal for Foodservice Equipment Construction Document Package Modification per ASK-26

Dear John:

I am emailing one copy of our proposal for professional additional services for the above noted project. Our proposal for extra services to modify the foodservice equipment construction document package is as follows:

- A. Change equipment identified as future to part of foodservice equipment contract
- B. Update foodservice equipment drawings to match ASK-26 architectural drawings
- C. Modify serving counter per OUSD / Gould Evans design
- D. Update equipment weights
- E. Modify equipment layout, utility rough-ins, elevations, cutsheets and Section 11400

For these modifications, we are projecting the following hours. They will be billed as accrued, with a not to exceed amount of \$3,000.00:

Total; to be billed hourly and not to exceed without written consent:	\$3,000.00
10 hours projected at \$120 / hr	\$1,200.00
Scott Sewell, AutoCAD Production	
15 hours projected at \$120 / hr.	\$1,800.00
Stacey Jennings, AutoCAD Production / Specification Writer	

Should you have any questions regarding the proposal, or the tasks we have outlined, please advise and we will attempt to modify the contents to our mutual satisfaction.

If the above is satisfactory and in order per your requirements for this Project, please sign one copy of this proposal and return to our office for our records.

THE MARSHALL ASSOCIATES, INC

GOUD EVANS ARCHITECTURE Title: PRIVAPAL Date: 7/31/13

Steven W. Marshall, FCSI President



29 August 2013

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

#### SUBJECT: Additional Services Fee Proposal 10– Montclair Elementary School Project No. 07050 New Classroom/Multi-Purpose Building/Cafeteria Reimbursable expenses

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

Dear John:

I am writing to present reimbursable expenses for compensation by Amendment to Agreement for Professional Services Contract regarding the Montclair Elementary School New Classroom/Multi-Purpose Building/Cafeteria.

The Agreement for Professional Services Contract includes an allowance for reimbursables expenses, as defined by Appendix-B, in the amount of \$25,000. This allowance figure was included per Kevin Newlon, such that the contract amount would include a starting amount for reimbursables, and not all reimbursable cost would need to be accommodated by the district as additional cost after the contract was budgeted. It was discussed that the actual reimbursable costs would exceed the allowance, and that the costs in excess would be compensated. Following find a breakdown of reimbursable expenses as defined by the contract, to which the \$25,000 allowance is to be applied. Note that as we knew the reimbursable expenses would exceed the allowance amount, a number of these reimbursable expenses were included as such on our invoicing as additions to the fixed fee billing.

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KANSAS CITY LAWRENCE PHOENIX TAMPA SAN FRANCISCO

Reimbursable expenses included to date in fixed fee billing:

<ul> <li>Postage/messenger service/overnight delivery for printed documents</li> <li>Printing of deliverables to OUSD and as required by regulatory agencies</li> <li>Sub-consultant expenses for deliverables and delivery services</li> </ul>	\$ 2,220.18 \$33,005.26 <u>\$ 1,937.50</u> \$37,162.94
Reimbursable expenses billed to date separately from fixed fee billing:	
<ul> <li>DSA plan review fee</li> <li>DSA review fee</li> <li>California Geological Survey application fee</li> <li>DSA review fee</li> <li>DSA review fee</li> <li>CHPS design review fee</li> <li>DSA plan review fee</li> <li>ARC printing (DSA-approval deliverables)</li> <li>CHPS project registration fee</li> <li>Alameda Dept. of Environmental Health review fee</li> <li>City of Oakland review fee</li> <li>Ross Recreation Equipment engineering for ballwall</li> <li>DSA application fee</li> <li>EBMUD application fee</li> </ul>	\$ 6,900.00 \$ 4,800.00 \$ 3,600.00 \$ 2,800.00 \$ 2,800.00 \$ 1,600.00 \$ 1,424.90 \$ 900.00 \$ 841.00 \$ 704.00 \$ 704.00 \$ 700.00 \$ 299.00 \$ 299.00
Total Reimbursable expenses incurred and included in invoicing to date: less application of Reimbursable expense allowance included in contract:	\$67,131.84 (25,000.00)
Balance of Reimbursable expenses to be compensated by Amendment to Contract	\$42,131.84

Compensation for the services described in this proposed Addendum to our overall agreement will be as follows. This includes reimbursables costs already incurred, plus cost for planned CHPS-required acoustical testing as part of commissioning . Fees quoted herein are in addition to all fees noted in the overall agreement and in prior Additional Service Proposals.

	Reimbursable expenses incurred to date, in excess of \$25,000 allowance	\$42,131.84
•	CHPS-required acoustical testing (C.Salter proposal attached)	\$ 2,500.00
•	Estimate of delivery expense to project completion	\$ 200.00
•	Estimate of printing expense for Project Closeout deliverable	\$ 1,400.00

• TOTAL

\$46,231.84

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,

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Robert Baum, AIA CA License No. C12094

gouldevans

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	Kansas City MO 64112-1906				(A/C, No, Ext): E-MAIL ADDRESS:		(A/C, No):		
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Kansas City MO 64112-1906 (816) 960-9000				E-MAIL	SS:		[ (4/6, 10).	
(818) 960-9000				ADDIN		SURER(S) AFFO	RDING COVERAGE	NAIC #
				INSUR	RA: Lloyd	s of London		
GOULD EVANS AFFILIATES, P.	Α.			INSUR	ER B :			
60 MS. BECKY RIMMER 4041 MILL ST.				INSUR	ER C :			
KANSAS CITY MO 64111				INSUR	ERD:			
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R TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		
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AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE			NOT APPLICABLE				WC STATU- TORY LIMITS FR	XXXXX
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azBoard Office Use: Info.	Legislative File
File ID Number	13-1176
Committee	Facilities
Introduction Date	6-12-2013
Enactment Number	13-1113 1
Enactment Date	6-12-1311



Community Schools, Thriving Students

Memo					
Го	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 abov 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 studen 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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Community Schools, Thriving Students

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 <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 <u>unchanged</u> .       Image: The term of the contract has <u>changed</u> .         If term is changed:       The contract term is extended by an additional
-	Compensation: The contract price is unchanged. x The contract price has changed.

and the new contract total is <u>One million</u>, five hundred fifty-one thousand, two hundred fifty-five dollars and 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
denote the second s	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.

Amendment to Professional Services Contract

EXHIBIT "A" Scope of Work

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.

#### 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

4510 20B 1 **Susie Butler-Berkley** 

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Page 3 of 3

Contract Analyst

Amendment to Professional Services Contract

Page 2 of 3

compliance	with the	engineering	specification	is and	requirin	9	
additional [	Division of	State Archite	ect (DSA) a	approval			a tet
proposed m	itigation of	the drying proce	ess of the lum	iber.	1. 1. :		

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 CONTRAC David Kakaghiba, Plesident, Contractor Schature nd Board of Education the fa 00 PRINCIPA 25 Jm Print Name, Title Edgar Rakestraw, Jr., Secretary Board of Education 1

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: 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 <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 <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 \$5,000.00 to original contract amount Decrease of \$				
	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)				

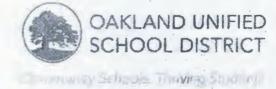
- 4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.
- 5. Amendment History:

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	

K999069.002 Rev. 10/30/08	Contract No.	P.O. No.
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File ID Number	13-0693
Committee	Facilities
Introduction Date	4-24-2013
Enactment Number	13-0697
Enactment Date	4hull3 2



## 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	<ul> <li>Agreement for Professional Services including scope of work</li> </ul>

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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. Attach revised scope of work,				
	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 <u>unchanged</u> .         If term is changed:       The contract term is extended by an additional (days/weeks/months), and the amended expiration date is				
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 \$to original contract amount				
	and the new contract total is One million, five hundred forty-six, two hundred fifty-five dollars and no cents (\$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.
- 6. Amendment History:

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

No.	Date	General Description of Reason for Amencment	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 frantfallor design per recommendation received from PSI-JUAG 6dment No. 3 includes costs associated 3 Min coordinating Kam Yan & Associates incorporating these changes into [1] revised drawings for back-check by Envision of State Architect.	\$29.000.00
4	12-12-2012	The scope of the project is to provide revised actails of the temporary handicap parking space in the school by the City of Oakland.	\$8,500.00

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(999069 002 Rev. 10/30/08	Contract No.	P.O. No.
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Amendment to Professional Services Contract

Page 2 of 3

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 UNISIED SCHOOL DISTRICT

David Kakashiba, President, Blard of Ed cation

Da Data

Edgar Rakestraw, Jr., Secretary Board of Education

(1)

Timothy White, Associate Superintendent Facilities, Planning and Management Date

File 1D Number: 13-069 Introduction Date: 4/24 Enactment Number: 13 Enactment Date: 4/24/ By: 25

CONTRACTOR Contractor Signature

INM. PMAGE

Print Norme, Title

K999069.001

Rev. 7/2/03

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 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 Fuil service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at <a href="http://www.epis.gov/epis/search.do">www.epis.gov/epis/search.do</a>.

Susie Butler-Berkley Contract Analyst

Rev. 7/2/03

Page 3 of 9

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suburn fact compliance, with the approved plan.

Compensation for the services described in this proposed Addendum to our overall agreement will be as follows. This includes were already completed plus the additional work which we still expect to be form. Tees quarted for an any relaction to all bees noted in the overall agreen ont and in prior Additional Service Propositio

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Eleptical or and musical and have any questions or used polliticital information

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

Wed, Mhr 6, 2013 at 4,11 PM

To: John Espesite Kichn espesitet@ouad.k12.ca.us> Co: Bob Baum <Beb.Baum@gouldevans.com\*

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Board Office Use: Le	gislative File Info.
File ID Number	12-30
Committee	Facilities
Introduction Date	12-12-2012
Enactment Number	113
Enactment Date	7.2

#### Memo Board of Education To From Tony Smith, Ph.D., Superintendent Timothy White, Associate Superintendent, Facilities Planning and Management **Board Meeting Date** December 12, 2012 Amendment No. 4, Agreement for Professional Services - Gould Evans Baum Subject 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. The architect, after getting approval of the temporary handicap parking space Background 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. 0.00% Local Business Participation Percentage Among the key purposes of the District's Facilities Master Plan is to provide an Strategic Alignment 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, www.ousd.k12.ca.us

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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 att 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 Lvans 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
Altachnients	<ul> <li>Agreement for Professional Services including scope of work</li> </ul>

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### 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> (Consultant). OUSD entered into an Agreement with CONTRACTOR for senders on <u>February 25, 2010</u>, and the parties agree to amend that Agreement as follows:

8	Services:     The acope of work is <u>unchanged</u> .     x The scope of work has <u>changed</u> .     it iscope of work changed: Provide brief description of ravised 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 scores of the project is to provide revised details of the temporary handlcap parking space in front of the school by the City of Oskiand.
2.	Terms (duration): X The term of the contract is unchanged.       If term is changed: The contract term is extended by an additional
3.	Compensation:       The contract price is unchanged.       It 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 \$
	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 emerged as follows:

NO.	Cate	General Description of Reason for Amendment	Amount of
1	8-20-2019	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
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.	\$72,300.00
	5-5-11	The scope of the project is to provide additional Architectural services to revise the current foundation design per recommendation received from PSI. Amendmant 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 if is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

K999049,002 Rev 18,0008

Contract No

P.O. No.

Amendment to Professional Services Contract

CARLAND UNIFIED SCHOOL DISTRICT CONTRACTOR 12 Jody London, President, Board of Education Date Contiacio Signature BANK, POUNCA felson! - 9 3 Edger Rakestraw, Jr., Secretary Board of Education Print Mame, Title Date J -Date

Timothy White, Associate Superintendent Facilities, Planning and Management

File ID Number: <u>12-3035</u> Introduction Date: <u>12-12-12</u> Enactment Number: <u>12-3000</u> Enactment Date: <u>12-12-12</u> By: <u>12</u>

K990050.661

Rev. 7/2/33

Page 2 of 3

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Amendment to Professional Services Consact

EXHIBIT "A" Scope of Work

1

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.
- 2. Specific Outcomes:
  - Provide handicap parking as detailed by the City of Oakland.
- Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

© 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	O Full service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at <a href="http://www.apis.gov/epis/search.do">www.apis.gov/epis/search.do</a>.

11-13-2012 man

Susie Butler-Berkley Contract Analyst

K599959.001

Rev 7/2/10

Page 3 of 3

EXHIBIT A

22 September 2012

Mr. John Esposito Project Manager Oakland Unilied 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 iohn.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.

X 1.

W L AM FAMESCO

AAA GGAPDIAF & M

Temporary Parking Space o Architectural .

o 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

ACORD. DATE DEALDDITYYY CERTIFICATE OF LIABILITY INSURANCE PTO 2013 11/2/2012 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION DALY AND CONFERSING RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE CONFRACE AFFCRDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERSE, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLCER. IMPORTANT: If the sentificate holder is an ADDITIONAL INSURED, the policy(is) must be endormed. It SUBRODATION IS WAIVED, subject to the terrer and conditions of the policy, certain policies may require an and assessent. A statement on this cartificate floos not confer sights to the certificate holder in itee of such endorsement(s), NANE NANE NANE NAN MO, EAN RODUCER Locken Comparies, ELC-1 Karsas City 414 W. 47th Street, Suite 900 Kansas City MO 64112-1006 LAX Las E-MAR ADDRESS (816) 960-9000 SQUEERS: AFTORDING COVERAGE KANC 2 125682 Maines A transfers Indeunter Court CT GOULD EVANS APPLIATES, P.A. IAS BECKY RIMMER 4041 MILL ST. KANSAS CITY MO 64111 NSURED BISLINE ANT I LOW PLANTY CAUSE CAS Among 75674 1332947 asugert the Trit les halman ('s of Amer-25660 14682 WOURCED Hadard I's its supervision a suara s. The Turvalors indemnity Company 15658 NSIREAF COVERAGES (JOUFIVO) P3 CERTIFICATE NUMBER: 107821-6 REVISION NUMBER: XXXXXX THIS IS TO CERTIF'' THAT THE POLICIES OF INCLUANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDAYG ANY REQUIREMENT TERM OF DOMESTICING FANY CONTRACT OR DTHER DOCUMENT WITH RESPECT TO WHEN THIS RONCATED. NOTWITHSTANDAYG ANY REQUIREMENT TERM OF DOMESTICING FANY CONTRACT OR DTHER DOCUMENT WITH RESPECT TO WHEN THIS CERTIFICATE MAY BE ISSUED ON MAY PERIAN, THE INSURANCE AFFORDED BY THE POLICIES DEBCRAED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN RESULCED BY PAID CLAIMS. PREIGY EST POLICY EXP HISR LTR TYPE OF MSURANCE PELIC' WARER LHATS N 6899 E 1495) 6801 - CAL 6801 - CAL GENERAL LIABLUTY 25 0/204 19/2013 HACHGELGROUP WARE TO HATE TO HATE LALER 1 (111) 000 ABC 1. 54.000 X WE ME WORL GENERAL CHERT 15 S.(3) GLAMAS-MADE X COCC WESTERP YOU ONE DRIVER is LOUD, ACU PEPRONAL & ALLY LASSY . 7.000.000 CONSIDER AGONEGATE SENT\_ - POPELATE UMIT APPLES FER OURILUUL & BOA TORME - STOLDOM (WE'L'D STALL L ME AUTOMODILE LIABILITY B N 371 EN157048 9/10/7012 emon3 s 1.000.000 BODILY INHURY (For barson) & XXXXXX ANY ALTO E. ALL CHAMED ALTOS SCHEHRLED AUTOS XXX/XX 2 Institute of YAULINE YAULINE HPED ALTOS X ACHOWLED PR NERTY OPANA \* XXXXXXX \* X XXXXXXX 2 S UMBRELLA LLAN N N COPPONSIS 3 XLOW 1 2012 9/10/2013 EACH LACORE Shi S \$ 1.(n)().()() EXCESSION CLANE HAL 战王很多1325-\* 1,000,000 TYD HEIENTON & S XXXXXXX 8 N. ROPY INC. 1187 32 976 9/10/2013 1000 F. 1 2 8 25 an, presente ("Presente an activate of the second end of the second activate standard (or all) N AL & ACCOUNT . 500.000 sta : 512.010 THE WE & . WEIGHT A CARL CARLES CARLES IN A CARLES \* [N3 (31)1] 5 inne DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (AREAC ACCEC TOL ASSUNDLE HEREINS SCHOULE, If NOR SPIRE & FRANKE) THE OSCITECATE SUPERSEDES ALL PREVIOUSLY ISSUED CRATECATES FOR THIS FOLLER AFRICATES TO THE ORMERS AND THE POLICY YERMED REFERENCED. THE UNSTRUCT IS DIRECTORS OFFICERS, EMPLOYLES ACENTS AND REPRESENTATIVES ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL ATIO AND EXCESS LASSILITY THISE COVERAGES ARE PRIMARY AS RECURRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. CERTIFICATE HOLDER CANCELLATION SMOULES ANT OF THE ABOVE DESCRIMED POLICIES BE CANCELLED BEFORE HE EXPRANDED DATE INFRACE, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ALL BORIZED PEPRE SENTATIVE 10782130 OARLAND UNIFIED SCHOOL DISTRICT DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT 955 HIGH STREET Bras Jaston OAKLAND CA 94501

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# AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

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File ID Number	11-2603
Committee	Facilities
Introduction Date	10-4-2011
Enactment Number	11-2.224
Enactment Date	10-12-11



# Memo

To Board of Education	
From	Tony Smith, Ed.D., Superintendent Timothy White, Assistant Superintendent, Facilities Planning and Management
Board Meeting Date	October 12, 2011
Subject	Amendment No. 3 - Gould Evans Baum Thornley - Montclair New Classroom Building/New Classroom Portables Project
Action Requested	Approval by Board of Education of Amendment No. 3 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 \$29,000.00 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.
Background	The originally designed deep foundation system was based on earlier recommendations by PSI due to the high potential for differential settlement during an earthquake. The amended soils report determined the potential of differential settlement is much less than originally documented. The foundation system is to be redesigned with a shallow footing, 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 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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# OAKLAND UNIFIED SCHOOL DISTRICT

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. 3 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 \$29,000.00 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.

Professional Services Contract including scope of work

Attachments

Key Code:

1439901811-6215



# 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 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. Attach revised scope of work.
	The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional</u> <u>Architectural services to revise the current foundation design per recommendation received from PSI.</u> <u>Amendment No. 3 includes costs associated with coordinating Kam Yan &amp; Associates incorporating these changes into the revised drawings for back-check by Division of State Architect.</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:         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 \$29,000.00 to original contract amount
	and the new contract total is One million, five hundred twenty-three thousand, seven hundred fifty dollars and no cents (\$1,523,750.00)

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. X This contract has previously been amended as follows:

No.	Date	General 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 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

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Contract No.	

K999069.002	Rev.	10/30/08
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Amendment to Professional Services Contract

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

OAKLAND UNIFIED SCHOOL DISTRICT Jody 1 ondon. President. Board of Education 10 -Kalact eren Edgar Rakestraw, Jr., Secretary Date Board of Education Date

CONTRACTOR BAUM, PR er

Print Name. Title

Timothy White, Assistant Superintendent Facilities, Planning and Management

K999069.001

Rev. 7/2/03

Date

Amendment to Professional 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
- 2. 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

Rev. 7/2/03

gislative File Info.
11-0963
Facilities
5-3-2011
11- 0824
5-11-11

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Memo

Το	Board of Education						
From Tony Smith, Ed.D., Superintendent Timothy White, Assistant Superintendent, Facilities Planning a							
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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	OAKLAND UNIFIED
	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.
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



OAKLAND UNIFIED

Sec. 2332.

# AMENDMENT NO. 2 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 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. Attach revised scope of work.
	The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional</u> 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.
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, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20, 20,
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 \$78,300.00 to original contract amount
	Decrease of \$ to original contract amount
	and the new contract total is One million, four hundred ninety-four thousand, seven hundred fifty dollars and no cents (\$1,494,750.00).

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. X This contract has previously been amended as follows:

No.	Date	General 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

 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 Board of Gar esident Print Name, Title Edgar Rakestraw, Jr., Secretary D 218EE. 140 **Board of Education** Date Zh :8 ∀ b1 Timothy White, Assistant Superintendent Date Facilities, Planning and Management TH3MTAA933 24 **AKAGEKENT** TIES PLANNING K999069.002 Rev. 10/30/08 Contract No.

PRINCIPAL Cont

Legislative File File ID Number: Introduction: Enactment Number: Enactment Date:

Amendment to Professional 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: Seventy-eight thousand, three hundred dollars and no cents (\$78,300.00)

Description of Services to be Provided

- 1. Goals or Objectives Additional architectural services
- 2. Description of Services to be Provided 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.
- 3. Deliverables Modified plans

Page 2 of 2

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1 March 2011

Gould Evers Boum Thernley, 'nc 95 Brody Sizee' San Francisco, Ca ilorn'a 94103

> 415 503 1411 voice 415-503-1471 fax gouldevers com

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

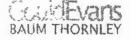
SUBJECT: Additional Services Fee Proposal -Montclair Elementary School Project No. 07050 New Classroom/Mułti-Purpose Building/Cafeteria

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

Dear John and Kevin:

As discussed, I am writing to propose fees for Additional Services which we have performed on the Montclair Elementary School project, as follows:

- Additional site work beyond the scope of the project as defined when the Professional Services Agreement for the overall project, dated January 19, 2010, was finalized. (The attached diagram demonstrates that site work has been increased by nearly 50%.) The extent of site work has increased as a result of the following:
  - Creation of a bioretention area north of the original site scope (just west of the existing building) in order to meet requirements by the City of Oakland, Alameda County, and the State of California for treatment of storm run-off, and as necessary to achieve CHPS Certification.
  - Improvements to the upper parking lot necessitated by: (1) the need to provide accessible parking spaces and bicycle parking; (2) parent and neighbor concerns regarding the safety and efficiency of drop-off and pick-up; (3) teacher concerns regarding adequacy and safety of parking; and (4) ponding and erosion problems which were discovered during the design process.



- Construction Administration Services for the relocation of existing portables and installation of new portables. This work was specifically excluded from Addendum 1---see attached proposal for Addendum 1.
- Phasing of infrastructure improvements beyond simply connecting utilities to relocated and new portables. Such infrastructure improvements include grading and re-paving of a portion of the yard, installation and coordination of a new fire line and hydrant, and new power, water, sewer, telecom, and security lines installed during the portables phase to facilitate construction of the new classroom/multipurpose building. In particular, grading became significantly more complex in order to accommodate both interim and final conditions with regard to drainage and disability access.
- Increasing the size of the Multipurpose Room from 4,000 st (per the RFQ) to nearly 6,000 sf. This required additional mechanical analysis and design, provision of a platform/stage, revision of structure from hybrid wood/steel to steel, and separation from the remainder of the new Classroom Building by a seismic joint and two-hour wall to maintain Type V-B Construction.

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.

٠	Increased scope of site work	\$34,500
٠	CA for portables	\$27,500
•	Phasing of infrastructure	\$7,800
٠	increased size of MP Room	\$8,500

In considering this request for Additional Compensation, please note that a considerable portion of these additional fees are intended to reimburse our subconsultants, who have provided these services in a timely manner despite questions related to their own scope increases.

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

# AGREEMENT FOR PROFESSIONAL SERVICES

.

# 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 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 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 harmless 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
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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.

ANT: Gould Evans Baum Thornley CONSUL By: PRINCIPAL Title:

Dated: 1 29 10

OAKCAND UNIFIED SCHOOL DISTRICT

Gary Yee, President, Board of Education

Dated:

By: Edgar R straw, Jr., District Secretary

Dated:

By:

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 neet 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, engincers, 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 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 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

#### 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		
Tot	al 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 is 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.

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Consultant's compensation shall be based upon the negotiated contract compensation amount, 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 additive change orders, or the negotiated contract price may be decreased by an amount to be negotiated between the parties cover deductive 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 shall be retained by District until final acceptance of the project by District and delivery from Consultant of all closeout items; inclusive of those required by all governing agencies.

#### **REIMBURSABLE EXPENSES**

Reimbursable Expenses requiring approval (written or verbal) by the District prior to charging for reimbursement include, but are not limited to, the following:

Travel expenses for airfare, reasonable lodging and car rental.

Regulatory agency and permit-filing fees that are specific to the Project.

Unique presentation or printed material only and specifically as requested by District, including presentation models, mylar/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 reimbursement at the time of this Agreement Postage or delivery service for printed documents.

Express/overnight mailings.

4

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

Printing and reproduction expense for Consultant and sub-consultant for coordination, submission to agencies having 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 at 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 plans, 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 Architect at DSA approval phase; and Original project construction documents, 1 set of record prints and electronic disks at Project Closeout Phase. Photographs.

Office supplies, labels, postage stamps, local phone calls.

Clencal support.

Computer hardware and software.

Long-distance telephone calls.

facsimile transmissions.

All CAD costs, including plotting and operations costs.

Invoices submitted by the Consultant for Reimbursable Expenses shall include the following:

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

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

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

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ADDITIONAL SERVICES

Consultant shall be paid for additional services not originally contemplated by the parties to this Agreement as follows, 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. Documents 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.

Date: 1/29/10 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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	LICY PRO- LICY JECT LOC OBILE LIABILITY Y AUTO LOWNED AUTOS HEDULED AUTOS RED AUTOS RED AUTOS INN-OWNED AUTOS E LIABILITY Y AUTO SUMBRELLA LIABILITY Y AUTO	LICY     JECT     LOC       OBILE LIABILITY     YAUTO       LOWNED AUTOS     NOT APPLICABLE       RED AUTOS     NOT APPLICABLE       RED AUTOS     NOT APPLICABLE       E LIABILITY     NOT APPLICABLE       YAUTO     NOT APPLICABLE       SUMBRELLA LIABILITY     NOT APPLICABLE       DUCTIBLE     UMBRELLA       FORM     FORM       ITENTION     S       MPENSATION AND     NOT APPLICABLE       MARY     Y/N       SSIONAL     LDINT 1001310	LICY     JECT     LOC       OBILE LIABILITY     YAUTO       LOWNED AUTOS     NOT APPLICABLE       KED AUTOS     NOT APPLICABLE       E LIABILITY     NOT APPLICABLE       YAUTO     NOT APPLICABLE       SUMBRELLA LIABILITY     NOT APPLICABLE       VUMBRELLA LIABILITY     NOT APPLICABLE       DUCTIBLE     UMBRELLA FORM       TENTION     \$       MPENSATION AND LIABILITY     Y/N       SSIONAL ITY     VINT 1001310	LICY JECT LOC OBILE LIABILITY Y AUTO LOWNED AUTOS HEDULED AUTOS NOT APPLICABLE E LIABILITY Y AUTO E LIABILITY Y AUTO NOT APPLICABLE NOT APPLICABLE SIGNAL	GGREGATE LIMIT APPLIES PER.     PRODUCTS - COMP/OP AGG       LICY     JECT     LOC       OBILE LIABILITY     Y AUTO       LOWNED AUTOS     BODILY NUURY       RED AUTOS     NOT APPLICABLE       BODILY NUURY     (Per person)       BODILY NUURY     PROPERTY DAMAGE       (Per socident)     PROPERTY DAMAGE       PROPERTY DAMAGE     (Per socident)       PROPERTY DAMAGE     PROPERTY DAMAGE       (Per socident)     PROPERTY DAMAGE       SUMBRELLA LIABULITY     NOT APPLICABLE       DUCTIBLE     PORTAPPLICABLE       DUCTIBLE     OTHER THAN       AGGREGATE     MIT APPLICABLE       DUCTIBLE     PORTUNATION       SUMPENSATION AND     PROPERTY       LIBBUTY     YIN       NOT APPLICABLE     E.L. EACH ACCIDENT       E.L. EACH ACCIDENT     E.L. DISEASE - FA EMPLOYEE       E.L. DISEASE - FA EMPLOYEE     E.L. DISEASE -

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## PROFESSIONAL SERVICES CONTRACT ROUTING FORM

				<b>Project Information</b>	1			
oje	ct Name	Montclair	New Classroom		Site	Montel	air ES	
				Basic Directions				
	Servic	es cannot be	provided until the co	ntract is fully approv	ed and a Pi	urchase Ord	er has be	en issued.
tach	nment	Proof of gener	al liability insurance, in	ncluding certificates an	d endorsem	ents, if contr	act is over	\$15,000
nech				ertification, unless vend				
-								
			6	contractor Informat	on			
ontra	actor Name	Gould Ev	ans Baum Thornley	Agency's C		ob Baum		
USE	O Vendor ID			Title	P	roject Manag	ler	
reel	t Address	95 Brady	Street	City	San	S	tate C	A Zip 94103
elen	hone	415-503-	.1411	Policy Expi		a-1	n-1	011
	actor Histor			entractor? X Yes No		ked as an OL	JSD empl	ovee? Yes X No
	D Project #	07050					ee en p	
				Term				
	- \A(- + )A!	II Denir		Date Work V	Vill End By	1		
Date	e Work Wi	ii Begin	2-25-2010	(not more than			10-2	0-2014
-	-	_		C				
				Compensation				
Tota	al Contrac	Amount	\$	Total Contra	ct Not To I	Exceed	\$1,4	94,750.00
Pay	Rate Per	Hour (# Houley)	\$	If Amendme	nt, Change	a Amount	\$	78,300.00
Oth	er Expens	es		Requisition I	Number			
				Budget Informatio	n			
	If you are p	lanning to multi-f	fund a contract using LEF	funds, please contact the	State and F	ederal Office (	before com	pleting requisition.
Re	source #	Res	ource Name	Org Key		Objec	t Code	Amount
	2122	GO Bor	nd-Measure B	14399018	11	62	215	\$78,300.00
								\$
				Routing (in order of				
			e the contract is fully app ded before a PO was issi	roved and a Purchase Or	ter is issued.	Signing this o	document a	ffirms that to your
	Division He			intes Love Pho	ne i f	10-879-8389	Fax	510-879-3673
		gram Contract						1
	Manager					,		
		/	7%				611	6 6
ł		C	Al		Date	Approved	4-1	-1/
	Signature	/						
-		unsel, Departm	ent of Facilities Plannin	ng and Management				
		unsel, Departm	ent of Facilities Plannin	ng and Management			./	
			ent of Facilities Plannin	ng and Management	Date	Approved	4.2	0-11
	General Co Signature	m	ent of Facilities Plannin Facilities Planning and		Date	Approved	4.2	0 - 1/
	General Co Signature	m	M				4.2	0 - 1/
	General Co Signature	m	M			Approved	4.2	0 - 1/
	General Co Signature Assistant S Signature	m	Facilities Planning and				4.2	0 - 1/
3.	General Co Signature Assistant S Signature		Facilities Planning and				4.2	0 - 1/

A999069.P001 Rev. 4/14/2011

A	CORD CERT	ΓIF	IC	ATE OF LIA	BILITY I	NSUR/	ANCE 9/10/2011		MM/DD/YYY
CB	HIS CERTIFICATE IS ISSUED AS A MA ERTIFICATE DOES NOT AFFIRMATIVE ELOW. THIS CERTIFICATE OF INSUR/ EPRESENTATIVE OR PRODUCER, AND	ANCE	DOE	GATIVELY AMEND, EXTEND IS NOT CONSTITUTE A CON	OR ALTER THE	COVERAGE A	FFORDED BY THE POLIC	IES	
t	PORTANT: If the certificate holder is a the terms and conditions of the policy, c ertificate holder in lieu of such endorse.	ertair	n poli						ne
	DUCER Lockton Companies, LLC-1 Kan: 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906				CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No	):	
	(816) 960-9000			Ē		NSURER(S) AFF	ORDING COVERAGE		NAIC
			_				e Insurance Company		25615
	GOULD EVANS AFFILIATES, P 2947 MS. BECKY RIMMER	.A.			INSURER B : Trav INSURER C : Hart				25682 19682
~~	4041 MILL ST. KANSAS CITY MO 64111				The second strength of		ins Co of America		19082
					INSURER E :				
					INSURER F :			Vara	*****
TI	VERAGES GOUEV01 P3 CER HIS IS TO CERTIFY THAT THE POLICIES	S OF	INSU	E NUMBER: 10782130 RANCE LISTED BELOW HAV	E BEEN ISSUED	TO THE INSU	REVISION NUMBER: RED NAMED ABOVE FOR	XXXX THE PO	KXXX LICY PEF
IN C E	IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I XCLUSIONS AND CONDITIONS OF SUC	EQUIP PERT. H PO	REME AIN, LICIE	INT, TERM OR CONDITION ( THE INSURANCE AFFORDED S. LIMITS SHOWN MAY HAY	OF ANY CONTRA D BY THE POLICI VE BEEN REDUC	CT OR OTHER ES DESCRIBE ED BY PAID CI	DOCUMENT WITH RESP D HEREIN IS SUBJECT TO LAIMS.	ECT TO	WHICH T
ISR			SUBR WVD			POLICY EXP	LIMI		
A B	GENERAL LIABILITY	N	N	6804796L99A (AOS) 6804989L645 (CA)	9/10/2010	9/10/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	s 1,00	0.000
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR						MED EXP (Any one person)	s 5.00	
	CENTRE LATE COOR						PERSONAL & ADV INJURY	s 1,00	
							GENERAL AGGREGATE	\$ 2,00	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	1	0,000
С		N	NI	37UENIS7048	9/10/2010	0/10/2011	COMBINED SINGLE LIMIT	\$	0.000
L	X ANY AUTO	N	N	5/061413/046	9/10/2010	9/10/2011	(Ea accident) BODILY INJURY (Per person)	\$ 1,00 \$ XX	XXXXX
	ALLOWNED SCHEDULED	1					BODILY INJURY (Per accident		XXXXX
	X HIREDAUTOS X AUTOS						PROPERTY DAMAGE (Per accident)		XXXXX
-		-	-						XXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE	N	N	QK06502997	9/10/2010	9/10/2011	AGGREGATE	\$ 1,00	
	DED RETENTION \$	1					AGOREGATE		XXXXX
_	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N		0.446.000	0.000	X WC STATU-		
D	ANY PROPRIETOR/PARTNER/EXECUTIVE	NIA		XHUB7132Y97610	9/10/2010	9/10/2011	E.L. EACH ACCIDENT	\$ 500,	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,	
-	DEGORIF HON OF OFERALIONS DOOM	-	-			1	E.L. DISEASE - POLICY LIMIT	<u>s 500</u> ,	000
HIS	CRIPTION OF OPERATIONS / LOCATIONS / VI CERTIFICATE SUPERSEDES ALL PREVIOUS	Y ISS	UED (	CERTIFICATES FOR THIS HOLDE	R APPLICABLE TO	THE CARRIERS	LISTED AND THE POLICY TE	RM(S) RE	FERENCE
HE	E DISTRICT, ITS DIRECTORS, OFFIC PECTS TO GENERAL, AUTO AND E IVER OF SUBROGATION APPLIES W	ERS,	EMP	LOYEES, AGENTS AND R	EPRESENTATI	ES ARE ADI	DITIONAL INSUREDS A	S	OT
VA	IVER OF SUBROGATION APPLIES W	VHER	E AL	LOWED BY STATE LAW	AND AS REQU	RED BY WRI	TTEN CONTRACT.	UNTRA	UL.
E	RTIFICATE HOLDER				CANCELLATIO	N			
						DATE THEREOF	SCRIBED POLICIES BE CANCI		FORE
	10782130			1	AUTHORIZED REPR	ESENTATIVE			
	OAKLAND UNIFIED SCHOOL DISTR		2.0.44	IANIACEMENT					
	DEPARTMENT OF FACILITIES PLAN 955 HIGH STREET	NINI	5 & M	IANAGEMENI		0			
	OAKLAND CA 94601					11 -	of foster		
				1		St 17-			

CERTIFICATE DOES NOT A BELOW. THIS CERTIFICAT REPRESENTATIVE OR PRO MPORTANT: If the certifica	FFIRMATIVEL E OF INSURA DUCER, AND te holder is ar the policy, ce uch endorsen s, LLC-1 Kansi Suite 900	Y OF NCE THE n AD ertain nent(	DOE	SATIVELY AMEND, EXTEN	D OR A			CERTIFICATE HOLDER. T	HIS	
MPORTANT: If the certifica the terms and conditions of certificate holder in lieu of s DOUCER Lockton Companie 444 W. 47th Street Kansas City MO 64	te holder is an the policy, ce uch endorsen s, LLC-1 Kansi Suite 900	n AD ertain nent(	_	IFICATE HOLDER.	JNIKAC			FFORDED BY THE POLICIE B INSURER(S), AUTHORIZE		
DDUCER Lockton Companie 444 W. 47th Street Kansas City MO 64	s, LLC-1 Kansi Suite 900		polic	NAL INSURED, the policy	(ies) mu sement.	st be endors A statemen	ed. If SUBRO	GATION IS WAIVED, subje ficate does not confer righ	ect to ts to the	 I
444 W. 47th Street Kansas City MO 64	Suite 900	as U	-		CONTA NAME: PHONE	ст				
(816) 960-9000	112-1906		.,		A/C, N	D, Ext):		FAX (A/C, No):	-	
					E-MAIL	SS:				
								RDING COVERAGE		NAIC
URED GOULD EVANS A	CHINTER D	٨					s of London			
MS. BECKY RIMM	ER	А.			INSURE				-+	
4041 MILL ST. KANSAS CITY MO 64111						RD:			-	
MANDAD CITT INC	04111				INSURE					
					INSURE					
NDICATED. NOTWITHSTAN CERTIFICATE MAY BE ISSU XCLUSIONS AND CONDITI	THE POLICIES DING ANY REP ED OR MAY P ONS OF SUCH		INSUR EMEI AIN, 1	NT, TERM OR CONDITION	AVE BEE OF AN ED BY T IAVE BE	Y CONTRACT HE POLICIES	FOR OTHER S DESCRIBED D BY PAID CL	REVISION NUMBER: 2 RED NAMED ABOVE FOR T DOCUMENT WITH RESPEC D HEREIN IS SUBJECT TO AIMS.	HE POL	ICY PERI
TYPE OF INSURA	NCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	_	
GENERAL LIABILITY				NOT APPLICABLE				EACH OCCURRENCE S		XXXX
COMMERCIAL GENERAL				NOT AITEICABLE						XXXX
CLAIMS-MADE	OCCUR									XXXX
										<u>XXXX</u> XXXX
GEN'L AGGREGATE LIMIT AF	PLIES PER:									XXXX
POLICY PRO- JECT	LOC							\$		A RA RA RA
AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident) \$	XXX	XXXX
ANY AUTO				NOT APPLICABLE						XXXX
AUTOS AUTOS										XXXX
HIRED AUTOS	DN-OWNED							(Per accident)		XXXX
UMBRELLA LIAB	OCCUR		-							XXXX
EXCESS LIAB	CLAIMS-MADE			NOT APPLICABLE				AGGREGATE		XXXX
DED RETENTION	\$							5	;	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	YIN			NOT APPLICABLE				WC STATU- TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXEC OFFICER/MEMBER EXCLUDED?		N/A		NOT APPLICABLE				and the second s		XXXX
(Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS be						1				XXXX
PROFESSIONAL	ow	N	N	LDINT1001310		9/10/2010	9/10/2011	EL DISEASE - POLICY LIMIT \$		XXXX
LIABILITY		14	14					ANNUAL AGG., FOR ALL PROJECTS.		
SCRIPTION OF OPERATIONS / SCRITIFICATE SUPERSEDES	OCATIONS / VE	HICLI Y ISS	es /(Af	ttach ACORD 101, Additional F SERTIFICATES FOR THIS HOLI	Remarks S DER, APP	Schedule, if mo	ire space is req HE CARRIERS	uired) LISTED AND THE POLICY TERM	M(S) REFE	RENCED
RTIFICATE HOLDER		_			CANC	ELLATION				
					THE	EXPIRATION D		CRIBED POLICIES BE CANCEL , NOTICE WILL BE DELIVERE PROVISIONS.		DRE
10782131					AUTHO	RIZED REPRES	ENTATIVE			
OAKLAND UNIFIED SC DEPARTMENT OF FAC 955 HIGH STREET OAKLAND CA 94601	HOOL DISTRI ILITIES PLAN	NINC	6 & M	ANAGEMENT			2	faster		

ACORD 25 (2010/05)

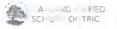
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AC	ORD CER	ΓIF	IC	ATE OF LIA	BILI	TY IN	SURA		e (MW/DD/YYYY) //7/2011
CERT	CERTIFICATE IS ISSUED AS A MA IFICATE DOES NOT AFFIRMATIVE WW. THIS CERTIFICATE OF INSUR RESENTATIVE OR PRODUCER, AND	ITER LY OF	OF IN NEC	FORMATION ONLY AND GATIVELY AMEND, EXTEN S NOT CONSTITUTE A CO		S NO RIGHT	S UPON THE	CERTIFICATE HOLDER. THIS FORDED BY THE POLICIES	
the te	RTANT: If the certificate holder is a rms and conditions of the policy, o icate holder in lieu of such endorse	ertain	polie						
	ER Lockton Companies, LLC-1 Kan 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906				CONTAC NAME: PHONE (A/C, No.	Ext):		FAX (AJC, No):	
	(816) 960-9000				E-MAIL ADDRES	S:			
								RDING COVERAGE	NAIC #
					INSURE	RA: St. Paul F	ire and Marine Ins	urance Company	24767
URED	NO DEOLOGI DUNIED	'.A.					ers Indemnit		25682
294	4041 MILL ST.						d Fire Insuran		19682
	KANSAS CITY MO 64111						rs Casualty In	s Co of America	19046
					INSUREI				
	RAGES GOUEVOI P3 CEI			NUMBER: 10782130	INSURE	RF:		REVISION NUMBER: XXX	
THIS INDIC CERT EXCL	S TO CERTIFY THAT THE POLICIE ATED. NOTWITHSTANDING ANY R IFICATE MAY BE ISSUED OR MAY USIONS AND CONDITIONS OF SUC	s of Equip Pert Ch po	INSU REME AIN, LICIE	RANCE LISTED BELOW HA NT, TERM OR CONDITION THE INSURANCE AFFORD S. LIMITS SHOWN MAY H	AVE BEE N OF ANY DED BY TH AVE BEE	CONTRACT	OR OTHER DESCRIBED DBY PAID CL	ED NAMED ABOVE FOR THE I DOCUMENT WITH RESPECT T HEREIN IS SUBJECT TO ALL	POLICY PERIOR
R	TYPE OF INSURANCE	INSR	SUBR WVD	POLICY NUMBER		POLICY EFF MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
GE	NERAL LIABILITY	N	N	6804796L99A (AOS) 6804989L645 (CA)		9/10/2011	9/10/2012		000,000
X	COMMERCIAL GENERAL LIABILITY			0804989L045 (CA)				DAMAGE TO RENTED PREMISES (Ea occurrence) s 50	0,000
	CLAIMS-MADE X OCCUR							MED EXP (Any one person) \$ 5,	
-								PERSONAL & ADVINJURY S 1,	000,000
								GENERAL AGGREGATE s 2,	000,000
GE	N'L AGGREGATE LIMIT APPLIES PER.							PRODUCTS - COMPIOP AGG 5 2,	000.000
-	POLICY X PRO- X LOC							5	
		N	N	37UENIS7048		9/10/2011	9/10/2012	COMBINED SINGLE LIMIT s 1,	000,000
X								BODILY INJURY (Per person) \$ X	XXXXXX
	ALL OWNED SCHEDULED AUTOS								XXXXXXX
X	HIRED AUTOS X AUTOS		1					PROPERTY DAMAGE \$ X	XXXXXX
								\$ X	XXXXXX
X	UMBRELLA LIAB X OCCUR	N	N	QK06503665		9/10/2011	9/10/2012	EACH OCCURRENCE \$ 1.	000,000
	EXCESS LIAB CLAIMS-MAD	E						AGGREGATE \$ 1,	000,000
	DED RETENTION S								XXXXXX
	DRKERS COMPENSATION ID EMPLOYERS' LIABILITY		N	NULLID D1 30 1007 10		0/10/2011	0/10/2012	X WC STATU- OTH-	
AN	Y PROPRIETOR/PARTNER/EXECUTIVE	NIA		XHUB7132Y97610	1	9/10/2011	9/10/2012		00,000
(Me	andatory in NH)	1							00,000
DE	SCRIPTION OF OPERATIONS below	-	-					EL DISEASE POLICY LIMIT S 50	00,000
HE D	TION OF OPERATIONS / LOCATIONS / ISTRICT, ITS DIRECTORS, OFFIC CTS TO GENERAL, AUTO AND R OF SUBROGATION APPLIES	EXCE	EMI SS L	LOYEES, AGENTS AND ABILITY, THESE COVE	REPRES	SENTATIVI ARE PRIMA	ES ARE ADD	ITIONAL INSUREDS AS UIRED BY WRITTEN CONT	RACT.
ERTI	FICATE HOLDER					ELLATION			
					THE	EXPIRATION D		SCRIBED POLICIES BE CANCELLED , NOTICE WILL BE DELIVERED I PROVISIONS.	
	10782130				AUTHO	RIZED REPRE	SENTATIVE		
	DAKLAND UNIFIED SCHOOL DIST DEPARTMENT OF FACILITIES PLA 255 HIGH STREET		G & M	ANAGEMENT			~		
L	DAKLAND CA 94601						1 -	and atta	
L						1	hona	of faster	

CE BE RE	IS CERTIFICATE IS ISSUED AS A MATT RTIFICATE DOES NOT AFFIRMATIVELY LOW. THIS CERTIFICATE OF INSURAN PRESENTATIVE OR PRODUCER, AND T	Y OR NCE	NEG DOES CERT	ATIVELY AMEND, EXTEN NOT CONSTITUTE A CO IFICATE HOLDER.	D OR A	LTER THE C	OVERAGE AF	FORDED BY THE POLICIES INSURER(S), AUTHORIZED	
the	PORTANT: If the certificate holder is an terms and conditions of the policy, certificate holder in lieu of such endorsem	rtain	polic	NAL INSURED, the policy ies may require an endor	ies) mu sement.	st be endorse A statement	ed. If SUBRO	GATION IS WAIVED, subject to ficate does not confer rights to the tight of the second	ne
_	UCER Lockton Companies, LLC-1 Kansa		-		CONTA NAME:	СТ			
	444 W. 47th Street, Suite 900 Kansas City MO 64112-1906				PHONE (A/C, No	o, Ext):		FAX (AJC, No):	
	(816) 960-9000				E-MAIL ADDRE				
					INSURE		s of London	RDING COVERAGE	NAIC #
UF	GOULD EVANS AFFILIATES, P.A	Ą.			INSURE				
50	MS. BECKY RIMMER 4041 MILL ST.				INSURE	RC:			
	KANSAS CITY MO 64111				INSURE				
					INSURE				
	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY REC RTIFICATE MAY BE ISSUED OR MAY P CLUSIONS AND CONDITIONS OF SUCH	OF I	NSUF EMERIN, T	T, TERM OR CONDITION	OF AN	Y CONTRACT	OR OTHER DESCRIBED DBY PAID CL	DOCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO ALL T	ULICY PER
R	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
-	GENERAL LIABILITY			NOT APPLICABLE				PILLIOS NO DELITED	<u>XXXXX</u> XXXXX
	COMMERCIAL GENERAL LIABILITY							MED EXP (Any one person) \$ XX	XXXXX
ł									XXXXX
									XXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER							PRODUCTS - COMPIOP AGG \$ XX	XXXXX
+	AUTOMOBILE LIABILITY	-						COMBINED SINGLE LIMIT S XX	XXXXX
	ANY AUTO			NOT APPLICABLE					XXXXX
	ALL OWNED SCHEDULED AUTOS AUTOS								XXXXX
	HIRED AUTOS AUTOS							(Per accident) S XX	XXXXX
+	UMBRELLA LIAB OCCUR	-							XXXXX
	EXCESS LIAB CLAIMS-MADE			NOT APPLICABLE				AGGREGATE S XX	XXXXX
_	DED RETENTION S WORKERS COMPENSATION		-					WC STATU- OTH-	
	AND EMPLOYERS' LIABILITY Y / N			NOT APPLICABLE				TORY LIMITS FR	XXXXX
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					1	EL DISEASE EA EMPLOYEE & XX	XXXXX
_	If yes, describe under DESCRIPTION OF OPERATIONS below	_							XXXXX
	PROFESSIONAL LIABILITY	N	N	LDINTI101310		9/10/2011	9/10/2012	\$1,000,000 EACH CLAIM & IN THI ANNUAL AGG., FOR ALL PROJECTS.	2
ES	CRIPTION OF OPERATIONS / LOCATIONS / VE	HICL	ES /(A	L ttach ACORD 101, Additional	Remarks	Schedule, if m	l	quired)	
E					CAN	CELLATION			
					THE	EXPIRATION		SCRIBED POLICIES BE CANCELLED E F, NOTICE WILL BE DELIVERED IN PROVISIONS.	BEFORE
	10782131				AUTH	RIZED REPRE	SENTATIVE		
	OAKLAND UNIFIED SCHOOL DISTR DEPARTMENT OF FACILITIES PLAN 955 HIGH STREET		G & N	ANAGEMENT			~	Alastan	

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CD name and logo are registere



### **PROFESSIONAL SERVICES CONTRACT ROUTING FORM**

Project Information							
Project Name Montclair New Classroom Building Site Montclair Elementary Sector							
Basic Directions							
Ser	vices cannot be provided until the contract is fully app	roved and a P	urchase Order has been issued.				
Attachment       Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000         Checklist       Workers compensation insurance certification, unless vendor is a sole provider							

Contractor Information									
Contractor Name	Gould Evans Baum Thornley	Agency's C	ontact	Bob Bau	m				
OUSD Vendor ID #	V059319 Title Project Manager								
Street Address	95 Brady Street	City	Sar Fra	n ncisco	State	CA	Zip	94103	
Telephone	415-503-1411	Policy Expi	res	9.	-10 - 2	er.	2		
Contractor History	Previously been an OUSD contra	ictor? X Yes 🗌 No	1	Norked as	an 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	Amount	\$	Total Contract Not To Exceed	\$1.	523.750.00
Pay Rate Per H	Hour (If Hourty)	\$	If Amendment, Changed Amount	\$	29,000.00
Other Expenses			Requisition Number		
If you are pla Resource #			Budget Information funds, please contact the State and Federal Office Org Key Obje	<u>before</u> con ct Code	npleting requisition. Amount
2122	GO Bond-Measure B		1439901811 62		\$29,000.00
					\$

		Approval and Routing (in	order of app	roval steps)		
	vices cannot be provided before the wledge services were not provided b		urchase Order is	issued. Signing this doo	cument affin	ms that to your
	Division Head	Charles Love	Phone	510-879-8389	Fax	510-879-3673
1.	Capital Program Contract & Acc Manager	counting				t.
	Signature	Smi		Date Approved	9-0	52-11
	General Counsel, Department of	f Facilities Planning and Manag	ement			
2.	Signature	W		Date Approved	7.	7.11
	Assistant Superintendent, Facil	ities Planning and Management				
3.	Signature	11		Date Approved		
	President, Board of Education					
4.	Signature			Date Approved		

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

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## 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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# OAKLAND UNIFIED

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.

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

Professional Services Contract including scope of work

Attachments

Key Code: 1439901811-6215

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OAKLAND UNIFIED SCHOOL DISTRICT

15:04:13:

#### **AMENDMENT NO. 2 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 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. Attach revised scope of work.
	The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional</u> 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.
2.	Terms (duration): X The term of the contract is <u>unchanged</u> .
	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 <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 \$78,300.00 to original contract amount
	Decrease of \$ to original contract amount
	and the new contract total is One million, four hundred ninety-four thousand, seven hundred fifty dollars and no cents (\$1,494,750.00).

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.

#### Amendment History: 5.

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

No.	Date	General 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

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** CONT esident, Board of Cont 113 Edgar Rakestraw, Jr., Secretary 18 40 Board of Education Zh :8 ∀ b1 e Timothy White, Assistant Superintendent Facilities, Planning and Management TIES PLANNING ANAGEMENT THABATARNING THABATARNING K999069.002 Rev. 10/30/08 Contract No.

Legislative File File ID Number: Introduction: Enactment Number: **Enactment Date:** 

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Amendment to Professional 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: Seventy-eight thousand, three hundred dollars and no cents (\$78,300.00)

**Description of Services to be Provided** 

- 1. Goals or Objectives Additional architectural services
- 2. Description of Services to be Provided 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.
- 3. Deliverables Modified plans

Page 2 of 2

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The ACORD name and logo are registered marks of ACORD

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1 March 2011

Gould Evens Baum Thernley, 'na 95 Brady Street San Francisco, Ca iforn's 94103

> 415 503 1411 voice 415 503 1471 fax gouldevons com

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

SUBJECT: Additional Services Fee Proposal – Montclair Elementary School Project No. 07050 New Classroom/Multi-Purpose Building/Cafeteria

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

Dear John and Kevin:

As discussed, I am writing to propose fees for Additional Services which we have performed on the Montclair Elementary School project, as follows:

- Additional site work beyond the scope of the project as defined when the Professional Services Agreement for the overall project, dated January 19, 2010, was finalized. (The attached diagram demonstrates that site work has been increased by nearly 50%.) The extent of site work has increased as a result of the following:
  - Creation of a bioretention area north of the original site scope (just west of the existing building) in order to meet requirements by the City of Oakland, Alameda County, and the State of California for treatment of storm run-off, and as necessary to achieve CHPS Certification.
  - Improvements to the upper parking lot necessitated by: (1) the need to provide accessible parking spaces and bicycle parking; (2) parent and neighbor concerns regarding the safety and efficiency of drop-off and pick-up; (3) teacher concerns regarding adequacy and safety of parking; and (4) ponding and erosion problems which were discovered during the design process.



- Construction Administration Services for the relocation of existing portables and installation of new portables. This work was specifically excluded from Addendum 1---see attached proposal for Addendum 1.
- Phasing of infrastructure improvements beyond simply connecting utilities to relocated and new portables. Such infrastructure improvements include grading and re-paving of a portion of the yard, installation and coordination of a new fire line and hydrant, and new power, water, sewer, telecom, and security lines installed during the portables phase to facilitate construction of the new classroom/multipurpose building. In particular, grading became significantly more complex in order to accommodate both interim and final conditions with regard to drainage and disability access.
- Increasing the size of the Multipurpose Room from 4,000 st (per the RFQ) to nearly 6,000 sf. This required additional mechanical analysis and design, provision of a platform/stage, revision of structure from hybrid wood/steel to steel, and separation from the remainder of the new Classroom Building by a seismic joint and two-hour wall to maintain Type V-B Construction.

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.

•	Increased scope of site work	\$34,500
•	CA for portables	\$27,500
	Phasing of infrastructure	\$7,800
•	Increased size of MP Room	\$8,500

In considering this request for Additional Compensation, please note that a considerable portion of these additional fees are intended to reimburse our subconsultants, who have provided these services in a timely manner despite questions related to their own scope increases.

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

#### AGREEMENT FOR PROFESSIONAL SERVICES

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WITH

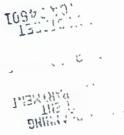
#### **GOULD EVANS BAUM THORNLEY**

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 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 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 Compensation

- 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 harmless 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.

CONSIDERANT: Gould Evans Baum Thornley

By: Title: PAL

Dated: 1 29 10

OAKAND UNIFIED SCHOOL DISTRICT

By

Gary Yee, President, Board of Education

By Edgar R District Secretary kestraw, Jr.,

Dated: 7

Dated:

By: Dated:

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

Approved as to form:

2.4.10 Dated:

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 Iaw 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 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

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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

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		
Tot	al 100.00%	\$1,356,450.00

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

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. Consultant's compensation shall be based upon the negotiated contract compensation amount, 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 additive change orders, or the negotiated contract price may be decreased by an amount to be negotiated between the parties cover deductive 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 shall be retained by District until final acceptance of the project by District and delivery from Consultant of all closeout items: inclusive of those required by all governing agencies. 1.54. .

## **REIMBURSABLE EXPENSES**

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Reimbursable Expenses requiring approval (written or verbal) by the District prior to charging for reimbursement. include, but are not limited to, the following:

Travel expenses for airfare, reasonable lodging and car rental.

Regulatory agency and permit-filing fees that are specific to the Project.

Unique presentation or printed material only and specifically as requested by District, including presentation models; mylar/reproducible sets, additional District check sets, and presentation supplies beyond that which the Consultant typically uses. 1 . . . . ·· · ·

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 reimbursement at the time of this Agreement. Rostage or delivery service for printed documents.

Express/overnight mailings.

A Star Barre Berry La -Expenses incurred by the Consultant which are not Reimbursable Expenses include; but are not limited to the following

Brinning and reproduction expense for Consultant and sub-consultant for coordination, submission to agencies having 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 at 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 plans, specifications and calculations at 100% Construction Document phase; 3 full size plans and specifications to District and I full size record set for Division of the State Architect at DSA approval phase, and Original project construction documents, 1 set of record prints and electronic disks at Project Closeout Phase. Photographs: with firm

1 Beacherstein Sterrichten

Office supplies, labels, postage stamps, local phone calls.

Clerical support.

Computer hardware and software: Tong distance telephone calls Facsimile transmissions. All CAD costs, including plotting and operations costs:

invoices submitted by the Consultant for Reimbursable Expenses shall include the following: All invoices shall clearly indicate dollar value, purpose of charge, recipients, and any authorization if necessary for each separate expense

All-invoices for Reimbursable Expenses shall be at cost of service, and shall not include a mark-up of surcharge beyond the cost of service and any applicable taxes. 

Consultant shall ensure that all sub-consultants adhere to the above reimbursable expense requirements while endering services for the purposes of this Agreement.

ADDITIONAL SERVICES 

21

consultant shall be paid for additional services not originally contemplated by the parties to this A greenent as follows: provided the additional services have received advance written approval by the District. If vepercent (5%) of the cost of fun ishings, equipment, or other articles incorporated in the Construction P scuments by Consultant and not included in the cost of the Work. Secial sub-consultants, prior approval of which is required; shall be paid at a multiple of 1.05 mess the mount 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.

Date: 1/29/10

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

C	ORD' CERTIFIC	ATE OF LIABI			9/10/2011	DATE (MM/DD/YYYY) 9/10/2010
RODUC	<sup>2ER</sup> Lockton Companies, LLC-1 Kansas 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	City	I HOLDER T	HIS CERTIFIC	SUED AS A MATTER OF NO RIGHTS UPON THE CATE DOES NOT AME! AFFORDED BY THE PO	ND. EXTEND O
			INSURERS	AFFORDING C	OVERAGE	NAIC #
SURE	GOULD EVANS AFFILIATES, P.A.				Insurance Company	25615
3229	22947 MS. BECKY RIMMER			avelers Indemnit	y Co of CT	25682
	4041 MILL ST. KANSAS CITY MO 64111		INSURER C . Ha	rtford Fire Insuran	ce Company	19682
				welers Casualty In	s Co of America	19046
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-	GENERAL LIABILITY				EACH OCCURRENCE	\$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY	6804796L99A (AOS)	9/10/2010	9/10/2011	DAMAGE TO RENTED PREMISES (Ea occurence)	\$ 50,000
3	CLAIMS MADE X OCCUR	6804989L645 (CA)			MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY X JECT X LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
-	AUTOMOBILE LIABILITY X ANY AUTO	37UENIS7048	9/10/2010	9/10/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ALL OWNED AUTOS				BODILY INJURY (Per person)	s xxxxxx
	X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$ XXXXXX
					PROPERTY DAMAGE (Per accident)	s XXXXXX
	GARAGE LIABILITY	NOT APPLICABLE	-		AUTO ONLY - EA ACCIDENT	s XXXXXX
	ANY AUTO	NOTAFFLICABLE			OTHER THAN EA ACC AUTO ONLY: AGG	XXXXXXXXXXXX
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	RETENTION \$					s XXXXXX
	ORKERS COMPENSATION AND MPLOYERS' LIABILITY Y / N		-		X WC STATU- TORY LIMITS ER	
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For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'GOUEV01'.

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# PROFESSIONAL SERVICES CONTRACT ROUTING FORM

	Project Informa	ation	
Project Name	Montclair New Classroom Building	Site	Montclair ES
	Basic Direction	ons	
Servi	ces cannot be provided until the contract is fully app	roved and a P	Purchase Order has been issued.
Attachment Checklist	Proof of general liability insurance, including certificates Workers compensation insurance certification, unless v	s and endorser vendor is a sole	nents, if contract is over \$15,000 a provider

	Cont	ractor Informa	tion					
Contractor Name Gould Evans Baum Thornley Agency's Contact Bob Baum								
OUSD Vendor ID #	V059319	Title Project Manager						
Street Address	95 Brady Street	City	City San Franc		State	CA	Zip	94103
Telephone	415-503-1411	Policy Ex	oires	9	-10-	20	TT	
Contractor History	Previously been an OUSD contractor? X Yes No		IO V	Norked as	an 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		

		T	Compensation			
Total Contract A	Amount	\$	Total Contract Not To	Exceed	\$1,4	94,750.00
Pay Rate Per H	OUT (If Hourly)	\$	If Amendment, Chang	ged Amount	\$	78,300.00
Other Expenses			Requisition Number			
			Budget Information	Federal Office be		pleting requisition. Amount
Resource #	Resol	urce Name	• Org Key	Object	Jone	Amount
2122 GO	GO Bond	d-Measure B	1439901811	621	5	\$78,300.00
						¢

		Approval and Routing (in	order of app	roval steps)			
Serv	ices cannol be provided before the co ledge services were not provided bef	ntract is fully approved and a Pu ore a PO was issued.	irchase Order is	issued. Signing this c	locument affir	ms that to your	
	Division Head	Charles Love	Phone	510-879-8389	Fax	510-879-3673	
1.	Capital Program Contract & Acco Manager	unting		-		e S e	
	Signature	Le.		Date Approved	4-19-	11	
	General Counsel, Department of Facilities Planning and Management						
2.	Signature MM		/	Date Agproved	4.20	- 11	
	Assistant Superintendent, Facilíti	es Planning and Management					
3.	Signature	FC S		Date Approved			
	President, Board of Education						
4.	Signature			Date Approved			

7	
Board Office Use: Le	gislative File Info.
File ID Number	10-1852
Committee	Facilities
Introduction Date	8-3-2010
Enactment Number	16-1429
Enactment Date	8-11-10
	and .
Enactment Date	8-11-16

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## Memo

То	Board of Education		
From	Tony Smith, Ed.D., Superintendent Timothy White, Assistant Superintendent, Facilities Planning and Management		
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.		
	<ul> <li>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 Oaklan</li> </ul>		

www.ousd.kl2.ca.us



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

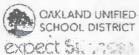
Approval by Board of Education of Amendment No. 1 with - Gould Evans Baum Thornley for Additional Architectural Services on behalf of the District for the Montclair New Classroom Building/New Classroom Portables Project, increasing the contract by a not to exceed amount of \$60,000.00 increasing previous 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 ImpactThe funding source for this project is General Obligation Bond-Measure B.AttachmentsProfessional Services Contract including scope of work

Key Code:

1439901811-6215

www.ousd.k12.ca.us



AMENDMENT NO. 1 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 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 additional design and reengineering of electrical plumbing, fire alarm for the new arrangement of the five existing portables, two new portables, demolition of tow existing portables and cafeteria, and repiping of four existing portables.
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 (days/weeks/months), and the amended expiration date is, 20
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 \$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)

 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.			Amouni of Increase (Decrease)	
and a second sec			5	
			\$	
			\$	

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

OAKLAND UNIFIEDS	CHOOL DISTRICT		CONTRACTOR		
Giry Yee, President. B	loard of Education	8/12/10 Data	TGO Contractor Signatu	re	6/23/10 Date
Edgar Rakestraw, Jr., 1 Board of Education	Secretary	8 12 10 Date			GAN THORNUSP
Timothy White, Assista		Date	KU DESYBLWENI KU DESYBLWENI KU VANING	LEGISLATIVE	FILE
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10 May 2010

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

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

No . 20 . Mara BAUM THORNLEY

VIA:

ernail john.esposito@cusd.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.

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 Schirmar 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 tees noted in the overall agreement.

\$\$60,000

- . Architectural
- Civil

  - A Fixed Fee of \$20,000. Electrical Plumbing
    - 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.

A Fixed Fee of \$7,500.

Services and tees 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. G12094

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FACILITIES PLANNING AND MANAGEMENT 2010 FEB.-3 A 3:48

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## FACILITIES PLANNING AND MANAGEMENT

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LEGISLA'	<b>FIVE</b> FILE
File ID No.	10-02.17
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
From:	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

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.

#### 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 roots, 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 pide and community ownership which may improve attitudes towards learning. The implementation of the Facilities Muster Plan is ear first step in that direction.

## DISCUSSION

The scope of the project is to provide design of ten classrooms, assembly room building including stework 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 inconsistent with the contract terms.

#### FISCAL IMPACT

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

## LOCAL BUSINESS PARTICIPATION PERCENEAGE 23.7%

#### RECOMMENDATION

Approval by the Board of Education of a Professional Services Agreement between District and Goold Evans Baum Thomley for Architect and Engineering Services at Montchar New Classroom Robding New Classroom Portables Prefect in an amount not to exceed \$1.356,450.00. The term of this Agreement shall conduct on February 25, 2010, and shall conduct upon completion of the deared services described herein, but no later than October 20, 2014.

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## AGREEMENT FOR PROFESSIONAL SERVICES

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## 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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CHARLEN C.

#### 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 Thomley, 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 Pertables 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 harmless District, its directors, officers, agents, employees, and representatives from and against may 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

- 1.1 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 parmership 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 hotice 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 cests 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 Uniñed School District Department of Facilities Planning & Management 955 High Street Oakland, California 94601

To Consultant:

Bob Baum Gould Evans Baum Thomley 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 handicup, 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 Puragraph shall allow Consultant to discontinue work during the course of eny 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 dispute, 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.

CONSIZEVANT: Gould Evans Baum Thomley By: PRINC Title: 1PAL

Dated: 1/29/10

OAKCAND UNIFIED SCHOOL DISTRICT

By:

Gary Yee, President, Board of Education

Dated:

By: 6de Edgar Rekestra w, 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:

2.4.10

Cate Boskoff, Facilities Counsel

Attachments: Appendix A Appendix B Appendix C Appendix D

Consultant: School: Funding:

Gould Evans Baum Thoraley Montelair Elementary School General Obligation Bond-Measure B

Dated:

### 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:

- Project shall be developed and designed to meet the current professional standards regarding 1.1 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.
      - Provide advice and assistance to District in determining the feasibility of the Project, 1.5.2 analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.
      - Consultant shall notify District in writing of potential complications, cost overruns, 1.5.3 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 necessary 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 commutite, 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 ail 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 welks 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 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 plauning 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 shall be a representative and shall advise and consult with the Owner (1) during unfil 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 Promotly 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, crawispaces 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.

AE 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

### I. 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 submittels		
Construction Documents Phase:	45%	\$610,402.50
Preparation of contract based upon approved design development submittals		
Bidding and Public Agency Approval Phase: Services during bid phase and agency approvals	5%	\$67,822.50
Construction Phase: Contract administration services during construction	17%	\$230,596.50
Closeout Phase:	5%	\$67,822.50
Services provided during construction closeout	All and a second se	
Tot	al 100.00%	\$1,356,450.00

3 ADDITIONAL PROVISIONS The Consultant shall, at no additional cost to District: make any charges in approved page non-specifications a merescare tooblain a responsible and responsive bit, which is a central site, and within the costatandards established EviDistrict. The Consultant shall not perform or receive projects for extra cost actives of the contract without spectrue prowithin approval of District. Contraction to the second on the latter of a characterized particle of a new contraction at once with the magnetic behavior of a standard on a second of the second of

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### 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 penaining 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.

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 of the following hours' cross as set forth below:

Title	Hourly Rate
Principal	\$175.00
Senior Designer	\$150.00
Project Manager	\$135,00
Project Designer	\$135.00
Joh Captain	\$115.00
Drafting Staff	\$95.00
Administrative Staff	395.00
Staft Designer	\$95 D

End of Appendix D

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### ROUTING FORM

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Amendment to PCS

Montolair 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.

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Prepared By: Susie Butler-Berkley

## PROFESSIONAL SERVICES CONTRACT ROUTING FORM

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Enactment No.	0-0358
Enactment Date	-24-10
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### OAKLAND UNIFIED SCHOOL DISTRICT Office of the Board of Education February 24, 2010

To:	Board of Education
From:	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

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.

### 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 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

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### 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 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.

### Compensation

A

- 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 <u>Taxes</u>

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.

### Indemnification and General Liability

8.

- 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 harmless 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.

### 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 detennine, 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.
- The District may, at any time, by written order, make changes within the scope of the work and 24.2 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:

Title:

Dated: 129/10

OAKLAND UNIFIED SCHOOL DISTRICT

PRINCIPAL

By:

Gary Yee, President, Board of Education

Dated:

By: Edgar Rekestr District Secretary Jr.

Dated

2.4.10

Dated: By:

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

Approved as to form:

Cate Boskoff, Facilities Counsel

Attachments: Appendix A Appendix B Appendix C Appendix D

Consultant: School: Funding: Gould Evans Baum Thornley Montclair Elementary School General Obligation Bond-Measure B

Dated:

# 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 committee, 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.

# **Construction Documents Phase:**

1.8

- 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 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 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, sewar, 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 reinbursables, 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 1	Payments f	for services sl	all be made	in accordance v	with a schedule of	completion as follows:
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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: Services during bid phase and agency approvals	5%	\$67,822.50
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

# 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.

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ADDITIONAL SERVICES

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# End of Appendix B

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# 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 Thomley, (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: 0

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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# ROUTING FORM

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 Regulation. See Professional Services Contract Instruction for further information.

Professional Services Contract

	and the second		ictor Information				
Contractor Jame	Gould Evans I	Baum Thornley	Contractor's Contact Person	Bob Baum			
Street \ddress	95 Brady Stre	et	Title	Project Ma	ect Manager		
Sity	San Francisco	)	Telephone	1 415-503-			
State	CA	Zip Code   94103	Policy Number	9-	10-2010		
Tax ID/Soc	Sec #	Tanana and the second	OUSD Contract #	07050			
las Contrac	ctor been an OU	SD contractor?	Has Contractor work	ed as an OUS	D employee?		
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Sec. Sec.	and the second		Term				
Date Work I	Will Begin	February 25, 2010	Date Work Will End By Inclusion than 5 years from		October 20, 2014		
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Prepared By: Susie Butler-Berkley

OAKLAND UNIFIED SCHOOL DISTRICT

# AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

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OAKLAND UNIFIED

Community Schools, Thriving Students

# AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

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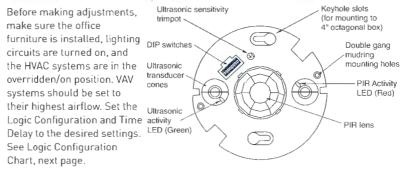
THIS FORM IS NOT A CONTRACT

# SENSOR ADJUSTMENT

# This unit is pre-set for basic operation as described in this guide. Adjustment is optional.

The sensors are factory preset to allow for quick installation in most applications. Verification of proper wiring or coverage, or customizing the sensor's settings can be done using the following procedures. To make adjustments, open the Front Cover with a small screwdriver.

#### There is a 30 second warm-up period when power is first applied.



To Test Occupancy Sensors

- 1. Ensure the PIR and Ultrasonic Activity LEDs are enabled (DIP switch 7 ON) and PIR Sensitivity is set to MAX (DIP switch #8 ON).
- Ensure the Time Delay is set for Test Mode\* using the "5 seconds/SmartSet" setting. (DIP switches 4, 5, & 6 are OFF).
- 3. Ensure that the Ultrasonic Sensitivity trimpot is set to about 90%, clockwise.
- 4. Remain still. The red and green LEDs should not flash. The lights should turn off after 5 seconds. [If not, see Troubleshooting.]
- Move about the coverage area. The lights should come on. Adjust the Ultrasonic Sensitivity as necessary to provide the desired coverage (Green LED indicates activation from the ultrasonic sensor).

When testing and adjustment is complete, reset DIP Switches to the desired settings, and replace the cover on the sensor.

 If you need to invoke the Test Mode and the DIP switches are already set for 5 seconds/SmartSet, toggle DIP switch #5 ON then back to the OFF position. This provides a 5 minute test period. During the test period, the Time Delay is only 5 seconds.

#### Visit our website for FAQs: www.wattstopper.com

# **DIP SWITCHES**

# Occupancy Logic: Switches 1, 2, 3

The DT-305 has 8 logic configurations for occupancy triggers. Determine the appropriate Occupancy Logic Option using the Trigger matrix, then set the DIP switches accordingly.

Initial Occupancy: The method that activates a change from "Standby" larea unoccupied and loads are off) to "Occupied" (area occupied and loads are on).

- Both requires motion detection by the PIR and the Ultrasonic.
- Either requires motion detection by only one technology.
- PIR requires motion detection by the PIR.
- Ultra requires motion detection by the Ultrasonic.
- Man. requires activation of the Manual Switch. [See "Manual On Function" for further information.]

Maintain Occupancy: The method indicating that the area is still occupied and the lights should remain on

**Re-trigger:** After the time delay elapses and the lights turn off, detection by the selected technology within the number of seconds indicated turns the lights back on.

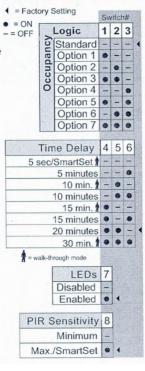
#### Time Delay: Switches 4, 5, 6

The sensor will hold the lights on as long as occupancy is detected. The time delay countdown starts when no motion is detected. After no motion is detected for the length of the time delay, the sensor will turn the lights off. The sensor can select the time delay using SmartSet, or you can select a fixed time delay.

- SmartSet records occupancy patterns and uses this history to choose an optimal time delay from 5 to 30 minutes. SmartSet behavior is refined continually as history is collected.
- Walk-through mode turns the lights off three minutes after the area is initially occupied, if no motion is detected after the first 30 seconds. If motion continues beyond the first 30 seconds, the selected time delay applies.

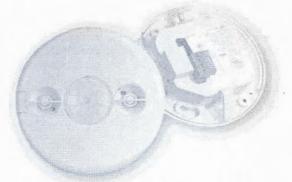
## **Logic Configuration Chart**

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2	Option 2	PIR	Either	Either(5)
cy	Option 3	Both	Both	Both(5)
an	Option 4	PIR	PIR	PIR(5)
Occupancy	Option 5	Ultra	Ultra	Ultra(5)
ö	Option 6	Man.	Either	Either(30)
	Option 7	Man.	Both	Both(30)



# DT-305

# 360° Dual Technology • Low Voltage Occupancy Sensor



# Specifications

S Watt Stopper

C legrand

U.S. Patents: 4,787,722 5,189,393 and Patent Pending

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# AMENDMENT FOR ARCITECT AND ENGINEERING ROUTING FORM

			F	Project Information			
ro	ject Name	Montclair N	lew Classroom Buildi	ing S	ite Mo	ntclair ES	
				<b>Basic Directions</b>			
	Services	cannot be p	provided until the con	tract is fully approved a	ind a Purchase	Order has	been issued.
				cluding certificates and er iffication, unless vendor is			ver \$15,000
			Co	ontractor Information			
on	tractor Name	Gould Ev		Agency's Conta	act Bob Baur	n	
US	SD Vendor ID #	V059319		Title		of Record	
tre	et Address	95 Brady	Street	City	SF	State	CA Zip 94103
ele	phone	415-503-1		Policy Expires	9-10-2014		
on	tractor History	Previous	sly been an OUSD con	tractor? X Yes 🗌 No	Worked as a	n OUSD em	ployee? Ves X N
US	SD Project #	07050					
				Term			
Da	ate Work Will B	eain	2.25.0040	Date Work Will			20.2014
			2-25-2010	(not more than 5 ye	ars from start date	e) 10-	-20-2014
		11.226.423	and the of the second second second	Compensation	- action and a	-	
	and the second		an main new	eenipensaalon			
Тс	otal Contract Ar	mount	\$ Total Contract		Not To Exceed		1,707,762.00
Pa	ay Rate Per Ho	UI (If Hourly)	\$	If Amendment, (			156,507.00
	ay Rate Per Ho ther Expenses	UI (If Hourly)	\$	If Amendment, ( Requisition Num	Changed Amo		156,507.00
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