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Enactment Date	10/8/14 OS



Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
 By: Mia Settles-Tidwell, Chief Operations Officer
 Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date October 8, 2014

Subject Small Architectural Design Contract - Studio Perez - Allendale/Garfield ES/Maxwell Park ES/Parker ES Restrooms Renovation Project

Action Requested Approval by the Board of Education of an Small Architectural Design Contract with Studio Perez for Architectural Design Services on behalf of the District at the Allendale/Garfield ES/Maxwell Park ES/Parker ES Restrooms Renovation Project, in an amount not-to exceed \$65,790.25. The term of this Agreement shall commence on October 8, 2014 and shall conclude no later than October 1, 2015.

Background The aforementioned restrooms will be renovated and brought up to District standards and will be upgraded to meet ADA compliance.

Local Business Participation Percentage 55.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, 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 an Small Architectural Design Contract with Studio Perez for Architectural Design Services on behalf of the District at the Allendale/Garfield ES/Maxwell Park ES/Parker ES Restrooms Renovation Project, in an amount not-to exceed \$65,790.25. The term of this Agreement shall commence on October 8, 2014 and shall conclude no later than October 1, 2015.

Fiscal Impact

Measure J, Fund 21

Attachments

- Independent Consultant Agreement including scope of work
- Certificate of Insurance
- Consultant Proposal

August 12, 2014

EXHIBIT A

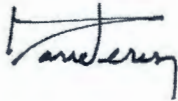
Mr. Al Anderson
Project Manager
Facilities Planning and Management Office
955 High Street
Oakland, CA 94601

Dear Al,

Studio Perez is pleased to have been selected to provide professional architectural Services for the Renovation of Student Restrooms project at the Elmhurst, Fruitvale, Sobrante Park, Garfield, Maxwell Park, Allendale, and Parker school sites. We look forward to the opportunity to continue to provide quality design services for OUSD. Please find enclosed a proposal for services and fee for the proposed scope of work for this project.

Please review the proposal and call me at your convenience to discuss with any comments or questions.

Sincerely,



Daniel Perez, AIA
LEED AP BD+C

encl. OUSD Student Restroom Renovations proposed services and fee

August 12, 2014

Mr. Al Anderson
Project Manager
Facilities Planning and Management Office
955 High Street
Oakland, CA 94601

PROJECT DESCRIPTION

The restrooms at the Elmhurst, Fruitvale, Garfield, and Sobrante Park Maxwell Park, Allendale, and Parker school sites will be renovated to bring the facilities up to current District standards and will be upgraded to meet ADA compliance.

Scope of Work

1. Complete renovation to Boy's and Girl's restrooms at Elmhurst Building A, and Fruitvale Elementary School and Parker Elementary Boy's restroom. Work will include but not be limited to; interior demolition of the existing restrooms, installation of new doors, frames and finish hardware, new terrazzo flooring, new ceramic tile walls, painting, new toilet partitions, new toilet accessories, new plumbing fixtures, modifications to sprinkler system (as applicable), new floor drains, new exhaust fans, new light fixtures (including electrical work), intrusion devices and fire/life safety devices (as applicable), relocation of existing walls (as applicable), and minor structural modifications (as applicable).
2. Partial renovations to Boy's and Girl's restrooms at Elmhurst Building B, and Sobrante Park Elementary, Maxwell Park and Allendale. Work will include but not be limited to selective interior demolition:
 - Refinish flooring at Elmhurst B, new terrazzo flooring at Sobrante Park and Garfield Boy's restroom.
 - New toilet partitions and accessories at Elmhurst B and Sobrante Park
 - New floor drains at Sobrante Park
 - New exhaust fans at Elmhurst B and Garfield and Maxwell Park at Allendale.
 - Repaint interiors at Elmhurst B.
 - Remove and reset two water closets at Allendale Girl's restroom.
 - At Maxwell Park Girl's restroom remove existing plaster finish and replace with backer board and ceramic tile wainscot. Sister new studs to existing framing. Remove (e) partitions, lavatories, and wall mounted accessories, equipment and salvage for reinstallation.

PROPOSAL FOR PROFESSIONAL DESIGN SERVICES

Proposed Basic design services include: architectural, mechanical and plumbing, electrical, structural engineering, and cost estimating for completion of this project.

Basic Services:

Schematic Design Phase: confirm scope, develop work plan, and establish opportunities and limitations of the project. Conduct site visits and prepare drawing base files. AutoCAD 2014 will be used for producing the drawings. Prepare overall design strategies and aesthetic. Develop scaled floor plans and preliminary interior elevations, and sections and outline specifications and schematic cost estimate.

Design Development Phase: development and refinement of preferred scheme and selection of materials, finishes, and fixtures. Prepare developed drawings, refinement of specifications and updated cost estimate.

Construction Documents Phase: full development and preparation of the drawings and specifications for DSA approval with updated cost estimate.

Bidding Phase: assist the District with bidding of the set, respond to questions, prepare addenda, attend bid walk and opening.

Construction Administration: Site observation to observe that project is being completed per the design intent and construction documents. Review change orders, respond to RFI's, prepare clarifications, review submittals, attend meetings and site visits, and review As-builts.

Project Closeout Phase: prepare punch list, review O &M documents, submit As-builts, and obtain DSA project certification.

PROPOSED DESIGN TEAM

The proposed design team is composed of sub-consultants that Studio Perez has collaborated with on past projects. Studio Perez is committed to meeting OUSD's adopted L/SL/SLRBE program.

Firm Name/ Discipline	Contact Principal	Address	Telephone	Oakland Cert./No.	Fee %
Studio Perez Architecture	Dan Perez	2325 3rd Street, Ste 322 San Francisco, CA 94107	415-503-0329	NA	42%
McCracken & Woodman Mechanical Plumbing	Marc Woodman	355 Grand Avenue Oakland, CA 94610	510-763-4891	SLBE 3938	20%
EDesignC Electrical Fire Alarm Fire Sprinklers	Rosanna Lerma	212 9th Street, Suite 203 Oakland, CA 94607	510-763-4891	LBE 7272	19%
SMW Structural	Stan Wu	318 Hudson Street Oakland, CA 94618	510-653-8790	SLBE 6903 SLRBE 1025	11%
Leland Saylor Associates Cost Consultant	Jeff Saylor	1629 Telegraph Avenue Oakland, CA 94612	510.986.1212	LBE 6899 DVBE 298	5%
White+Green Specifications	Peggy White	108 A Glen Eyrie Ave San Jose, CA 95125	408-393-8422	NA	3%
TOTAL OAKLAND LBE/SLBE/SLRBE PARTICIPATION					55%

\$58,127.50
5,812.75
\$63,940.25

ESTIMATED CONSTRUCTION COST AND PROPOSED FEE

Per documentation in the OUSD Student Restroom Renovations RFQ and a preliminary meeting with OUSD management the estimated construction cost for the project is \$1,354,464.00.

School Site	Estimated Construction Cost	Estimated Fee 13.5%
Elmhurst Middle School	\$393,990	\$53,188.65
Fruitvale Elementary	\$390,000	\$52,650
Garfield Elementary	\$45,000	\$6,075
Sobrante Park Elementary	\$139,900	\$18,886.50
Maxwell Park Elementary	\$137,865	\$18,611.78
Allendale Elementary	\$7,709	\$1040.72
Parker Elementary	\$240,000	\$32,400
Total Estimated Construction Cost Budget	\$1,354,464.00	\$182,852.65

Per DSA Bulletin BU 13-02 "Effective July 1, 2013, projects submitted to DSA for review shall be limited in scope to construction on a single site only. Applications for "various" sites will no longer be accepted by the DSA; such applications will be returned to the project owner by the DSA intake team... For project applications filed with DSA on or after July 1, 2013: DSA-1 must only contain work on a single site and indicate the estimated cost of work on that site only. DSA 168 shall indicate final actual project cost for work on a single site. If construction contract(s) included work on multiple sites, the contract amounts must be itemized per site, to enable reporting of construction costs for each site." Discussions can be had with DSA early in schematic phase to see if the four submittals can be bundled for the same reviewers.

With work being completed on six sites and four (4) separate submittals to DSA with the potential of (4) separate back check appointments being required we propose a thirteen and a half percent (13.5% fee) fee based on percentage of construction cost budget, including all Studio Perez consultants' fees. As of the date of this proposal, based on information provided by the District, the estimated construction cost budget is understood to be One million, three hundred fifty-four thousand, and four hundred sixty-four dollars, (\$1,354,464.00) therefore the estimated fee is One hundred eighty two thousand, eight hundred fifty two dollars (\$182,852.00). ($1,354,464.00 \times 0.135 = \$182,852.00$).

DELIVERABLE EXPENSES

Per OUSD Exhibit "A" two hard copies of drawings and/or specifications, cost statements and other miscellaneous documents shall be submitted to the District at the end of schematic design, design development, 50% CD and 100% CD phases, and final DSA approved documents.

Reprographics costs - Billed at cost + 10%

Plots - 24 x 36 - \$5 per Sheet

Copies - Color 8.5x11 - \$0.75, 11x17 - \$1.50, B&W 8.5x11 - \$0.20, 11x17 - \$0.50

Renderings if required - to be determined.

We propose a printing budget of three thousand five hundred seventy five dollars (\$3,575.00) for this project. Please see proposed itemized printing budget per site below:

School Site	Estimated Reimbursable Deliverable Cost
Elmhurst Middle School	\$575
Fruitvale Elementary	\$575
Garfield Elementary	\$350
Sobrante Park Elementary	\$575
Maxwell Park Elementary	\$575
Allendale Elementary	\$350
Parker Elementary	\$575
Total Deliverable Cost Budget	\$3575.00

\$1,850
13191

ASSUMPTIONS AND EXCLUSIONS

1. Construction contract for the six school sites will be completed by one contractor entity.
2. Per DSA IR A-10 Alteration and Reconstruction Projects – DSA Approval Exemption, it is assumed that Allendale and Garfield are exempt from DSA review and approval. *“DSA review and approval is not required for alteration or reconstruction projects to school buildings governed by the Field Act with an estimated construction cost of \$40,268.17, or less, for 2014...In accordance with Education Code Section 17280, the estimated construction cost used in determining exemption from DSA review shall not include the cost of air-conditioning equipment and insulation materials, and installation cost of such equipment and materials, when such installation does not cause structural alterations to a school building (i.e., affects primary or secondary framing members).”*
3. It is further assumed that no structural alteration work will be undertaken at Allendale and Garfield.
4. Because Allendale and Garfield do not require DSA review and approval it is assumed that only floor plans for the specific restrooms being altered will suffice for documentation of scope of work. Full building plans are not required.
5. Only one cost estimate will be provided for Allendale and Garfield at the end of CD phase.
6. Any scope of work outside of the building envelope is not included in this proposal e.g. fire hydrant work, civil engineering.
7. Design review and approval of all six sites will be conducted concurrently.
8. DSA Plan Review and Permitting Fees will be paid by the District.
9. Presentations and presentation materials other than those listed above in the scope of work are excluded.

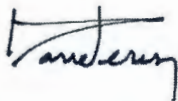
10. Meetings to be conducted at 955 High Street or at Studio Perez offices, 2325 Third Street #322 San Francisco or via phone during design phases. Construction Administration sites to be held at project school site.

Total proposed fee plus deliverable expense is One hundred eighty six thousand, four-hundred twenty seven dollars (\$186,427.00).

PROFESSIONAL FEES SCHEDULE

Firm	Principal	Sr Project Mgr./Eng.	Project Manager	Project Arch/Eng.	Job Captain	Drafting CAD	Admin Staff	Project Designer	Staff Designer
Studio Perez	\$150/HR	\$130/HR	\$125/HR	\$110/HR	\$100/HR	\$85/HR	\$75/HR	\$85/HR	\$75/HR
McKracken Woodman	\$245/HR	\$200/HR	NA	\$172/HR	NA	\$131/HR	\$107/HR	\$148/HR	NA
EDesignC	\$185/HR	\$160/HR	\$150/HR	\$135/HR	NA	\$125/HR	\$75/HR	\$110/HR	NA
SMW	\$200/HR	\$165/HR		\$135/HR	NA	\$80/HR	\$75/HR	\$115/HR	\$90/HR
Leland Saylor Assc	\$180/HR	\$170/HR	\$160/HR	\$155/HR Senior	\$150 Senior Consultant	\$97/HR Tech Staff	\$72/HR	\$130 Estimator	\$169
White+Green Spec	\$160/Section	NA	\$100 HR	NA	NA	NA	\$75/HR	NA	NA

This proposal and the billing rates and specified tasks are valid for 60 days from the date of this proposal.



Daniel Perez, AIA Principal
 LEED AP BD+C
 Studio Perez

DATE: August 12, 2014

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(CONSTRUCTION RELATED)**

**Allendale/Garfield ES/Maxwell Park ES/Parker ES
Restrooms Renovation Project**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **18th day of August, 2014** by and between the Oakland Unified School District, Oakland, California ("District") and **Studio Perez** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

Services. The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of the following:

The scope of services is more specifically indicated on **Exhibit "A."**

1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

The scope of the project is to provide design and engineering services for the Allendale, Garfield, Maxwell Park, and Parker Student Restroom Renovations Project. Scope of project includes, but not limited to: floor replacement; new toilet fixtures, accessories; new paint, new ceiling, replacement of exhaust fans if required. Scope of services includes design, bidding, construction administrative services, and a cost estimate and project closeout. Contractor base fee, including reimbursable is \$59,977.50. Contract includes 10% design contingency of \$5,812.75

2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

The project will commence October 8, 2014 and conclude no later than October 1, 2015.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/>	Signed Agreement
<input checked="" type="checkbox"/>	Workers' Compensation Certification
<input checked="" type="checkbox"/>	Fingerprinting/Criminal Background Investigation Certification
<input checked="" type="checkbox"/>	Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Sixty-five thousand, seven hundred ninety dollars and twenty-five cents (\$65,790.25)**. District shall pay Consultant according to the following terms and

conditions:

- 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Not applicable.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

12. Termination.

12.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.3.1. material violation of this Agreement by the Consultant; or
- 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to

and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), , or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subcontractors or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
21. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a fifty percent (50%) minimum participation requirement for all construction related professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent (50%) participation requirement. Please refer to the District's S/SL/SLRBE Policy; a copy can be obtained for the OUSD website: www.ousd.k12.ca.us Under the Facilities Department drop down menu, Bids and Requests for Proposals.
23. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of

performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Oakland Unified School District
955 High Street
Oakland, CA 94601
ATTN: **Tadashi Nakadegawa,**
Director of Facilities

Consultant:

Daniel Perez
Studio Perez
2325 3rd Street, Suite 322
San Francisco, CA 94107

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

28. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

32. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

33. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for

convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

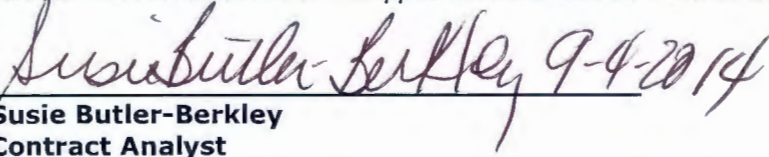
35. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

36. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

37. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

38. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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


Susie Butler-Berkley
Contract Analyst

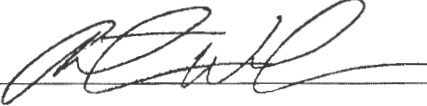
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT



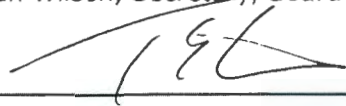
David Kakashiba, President, Board of Education

Date: 10/1/14



Antwan Wilson, Secretary, Board of Education

Date: 10/2/14



Timothy White, Deputy Chief, Facilities Planning and Management

Date: 9/3/14

Studio Perez



SEPT. 3, 2014

APPROVED AS TO FORM:



Catherine Boskoff, Facilities Counsel

Date: 9-8-14

File ID Number: 14-1967
Introduction Date: 10/8/14
Enactment Number: 14-1714
Enactment Date: 10/8/14
By: 02

Information regarding Consultant:

Consultant: STUDIO PEREZ

20-4459922 :
Employer Identification and/or Social Security Number

License No.: C28030

Address: 2325 3RD. ST. SUITE 322
SAN FRANCISCO, CA 94107

Telephone: 415.503.0329

Facsimile: 415.503.0369

E-Mail: dperetz@studioperez.com

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

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

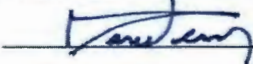
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date: SEPTEMBER 3, 2014

Proper Name of Consultant: STUDIO PEREZ

Signature: 

Print Name: DANIEL PEREZ

Title: PRINCIPAL

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its sub-consultants' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Consultant's employees and of all of its sub-consultants' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its sub-consultants' employees is

Name: DANIEL PEREZ

Title: PRINCIPAL

The Work on the Contract is at an unoccupied school site and no employee and/or sub-consultant or supplier of any tier of Contract shall come in contract with the District pupils.

Consultant's responsibility for background clearance extends to all of its employees, Sub-consultants, and employees of Sub-consultants coming into contact with District pupils regardless of whether they are designated as employees or acting as independent Consultants of the Consultant.

Date: SEPTEMBER 3, 2014

Proper Name of Consultant: STUDIO PEREZ

Signature: 

Print Name: DANIEL PEREZ

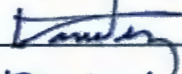
Title: PRINCIPAL

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Project Manager be subject to the requirements mandated by California Government Code Section 8340, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Project. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

Date: SEPTEMBER 3, 2019

Proper Name of Consultant: STUDIO PEREZ

Signature: 

Print Name: DANIEL PEREZ

Title: PRINCIPAL

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

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

(See attached Proposal from Studio Perez)

DESCRIPTIONS (Continued from Page 1)

Insurance Primary & non contributory per policy form wording.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

Oakland Unified School District
Attn: Timothy White
Susie Butler Berkeley
955 High Street

PROJECT/LOCATION OF COVERED OPERATIONS:

Oakland Unified School District, and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERCIAL GENERAL LIABILITY

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

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

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

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

Studio Perez

September 3, 2014

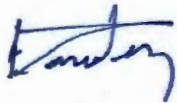
Ms. Susie Butler-Berkley
Contract Analyst
Division of Facilities, Planning and Management
Oakland Unified School District
955 High Street
Oakland, CA 94601

Re: Worker's Compensation Insurance Coverage
OUSD Restrooms Modernization Projects; Elmhurst, Fruitvale, Sobrante Park, Allendale, Garfield,
Maxwell Park, and Parker

Dear Susie,

Studio Perez is a sole proprietorship and currently does not employ any full-time employees and therefore is not carrying Worker's Compensation insurance. Traditionally we have hired independent contractors on an as-needed basis. If our employment status changes to employing full-time employees we would move forward with providing Worker's Compensation Insurance as required by California Law. Please feel free to contact me with any additional questions.

Sincerely,



Daniel Perez, AIA



INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information

Project Name	Allendale/Garfield ES/Maxwell Park ES/Parker ES Restrooms Renovation	Site	918
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Basic Directions

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

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

Contractor Name	Studio Perez	Agency's Contact	Daniel Perez		
OUSD Vendor ID #	V055196	Title	Architect of Record		
Street Address	2325 3 rd Street, Suite 322	City	SF	State	CA
Telephone	415-503-0329	Policy Expires	1-3-2015		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
OUSD Project #	13191				

Term

Date Work Will Begin	10-8-2014	Date Work Will End By (not more than 5 years from start date)	10-1-2015
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$65,790.25
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J, Fund 21	9189905896	6215	\$65,790.25

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	Fax	510-535-7038	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	9/5/14		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	9.8.14		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	9/3/14		
4.	Chief Operations Officer				
	Signature	Date Approved	9/12/14		
5.	President, Board of Education				
	Signature	Date Approved			