Board Office Use: Le	gislative File Info.	
File ID Number	13-0528	
Committee	Facilities	
Introduction Date	3-27-2013	
Enactment Number	13-0586	
Enactment Date	3/22/13	0



Memo

To

Board of Education

From

Tony Smith, Ph.D., Superintendent

Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date

March 27, 2013

Subject

Amendment No. 3, Independent Contractor Agreement - Byrens Kim Design

Works - Grass Valley Elementary School Portable Installation Project

Action Requested

Approval by the Board of Education of Amendment No. 3, Independent Contractor Agreement with Byrens Kim Design Works for Design Services on behalf of the District at Grass Valley Elementary School Portable Installation Project, in an amount not-to exceed \$4,300.00, increasing previous contract amount from \$86,547.50 to a not to exceed amount of \$90,847.50. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background

Additional design services not included in the original proposal due to owner request changes and unforeseen site conditions.

Local Business Participation Percentage 84.00%

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,



 $(1+1)^{-1}$, which is the $(2+1)^{-1}$ and $(2+1)^{-1}$. The $(2+1)^{-1}$

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. 3, Independent Contractor Agreement with Byrens Kim Design Works for Design Services on behalf of the District at Grass Valley Elementary School Portable Installation Project, in an amount not-to exceed \$4,300.00, increasing previous contract amount from \$86,547.50 to a not to exceed amount of \$90,847.50. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

County School Facilities Fund

Attachments

Independent Contractors Agreement including scope of work

EXHIBIT A



February 7, 2013

Eric Sih Oakland Unified School District 955 High Street Oakland, CA 94601

RE:

Amendment Proposal #3 for Change Order Scope of Work For Grass Valley Elementary School Portable Installation Project OUSD Project No. 07148

Dear Eric,

I am providing this amendment proposal to cover our expenses incurred during the construction addressing owner requested and field found change order scope of work. There were 20 AEDs, mostly due to the owner requested changes and the site found conditions. The following 5 required additional design work.

AED#	DESCRIPTION	CONSTRUCTION COST
5	Design and installation of new Bosch Intrusion Alarm Panel as requested by the district	\$2,700.00
7	Sewer line connection investigation and revision due to the existing location given by the district not being correct	\$40,000.00
9	Storm water rerouting that impacted electrical trench installation	\$1,209.00
12	Modification of the existing curb ramp not meeting the accessibility requirement	\$5,684.00
20	Replacement/repair of 3 existing electrical subpanels on existing portables that were vandalized	\$4,554.00
	Total	\$54,147.00

Based the construction cost of \$54,147, we request a 8% design fee amendment related to the design revision, the construction administration and the DSA justification. We request an amendment of \$4,300.00

Please amend our contract to add \$4,300.00 to the current contract as noted below.

Original Contract Amount	\$75,000.00	
Amendment No. 1 – Landscape	\$4,300.00	
Amendment No. 2 – DSA and Fire Marshal Plan Review	\$7,247.50	AV
Amendment No. 3 – Construction Design Change	(\$4,300.00	2/7/13
TOTAL	\$90,847.50	

We have already completed the work outlined in this proposal. The documents were approved by the Division of State Architect.

I thank you for your consideration.

Cordially,

Dong E Kim, AIA, LEED AP

President

Eric Sih

From:

Dong Kim <dongk@byrenskim.com>

Sent:

Thursday, February 07, 2013 10:29 AM

To:

Eric Sih

Cc:

'Paula Byrens' Grass Valley Amendment #3 Proposal

Subject: Attachments:

proposal-GrassValley-Amend3.pdf

Eric,

Please find the attached Amendment #3 for your review and approval. Feel free to give me a call if you need any clarifications.

Thank you,

Dong

Dong E Kim, AlA, LEED AP President

BYRENS KIM DESIGN WORKS
361 17TH STREET OAKLAND CA 94612
510-452-3224 TEL 510-452-2744 FAX
www.byrenskim.com



File ID Number: 13-528
Introduction Date: 3/27|13
Enactment Number: 13-6586
Enactment Date: 3/21|13

By:

AMENDMENT NO. 3 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Byrens Kim Design Works</u>. OUSD entered into an Agreement with CONTRACTOR for services on <u>January 26</u>, 2012, 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>c</u>	
	If sco	ope of work cha as services, mai	anged: Provide brief description of revised scope of work including description in the products, and/or reports; attach additional pages as necessary.	

EXHIBIT "A" Scope of Work

Contractor Name: BYRENS KIM DESIGN WORKS

Billing Rate: Four thousand, three hundred dollars and no cents (\$4,300.00)

Description of Services to be Provided

1. Description of Services to be Provided

Provide for additional design fees due to owner requested changes and unforeseen conditions.

2. Specific Outcomes:

Create equitable opportunities for learning.

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

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

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

Susie Butler-Berkley
Contract Analyst

_		С	lient#: 51			BYRE	NASSO	
			FICATE OF LIA	ABI				DATE (MM/DD/YY) 2/27/2013
De P.	D. B	R , Renton & Associates ox 12675 d, CA 94604-2675			ONLY AN HOLDER.	ID CONFERS N	JED AS A MATTER OF O RIGHTS UPON TH ATE DOES NOT AME AFFORDED BY THE P	E CERTIFICATE ND, EXTEND OR
1		5-3090				INSURERS	AFFORDING COVERAG	E
INSU	RED				INSURER A: Tr	avelers Property	y Casualty Co	
		Byrens Kim Design 1 361 - 17th Street	Works		INSURER B: EV	erest National I	ns Co	
		Oakland, CA 94612			INSURER C:			
		,			INSURER D:			
CO	VER	AGES			INSURER E.			
AN MA	Y RI	EQUIREMENT, TERM OR CON	BELOW HAVE BEEN ISSUED TO T IDITION OF ANY CONTRACT OR O' ORDED BY THE POLICIES DESCRIB I MAY HAVE BEEN REDUCED BY PAID	THER D	OCUMENT WIT	H RESPECT TO W	HICH THIS CERTIFICATE	MAY BE ISSUED OR
INSR LTR		TYPE OF INSURANCE	POLICY NUMBER	PO	LICY EFFECTIVE ATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	s
Α	GE	IERAL LIABILITY	6808718N839	09	9/01/12	09/01/13	EACH OCCURRENCE	\$2,000,000
	X	COMMERCIAL GENERAL LIABILITY					FIRE DAMAGE (Any one fire)	\$1,000,000
	-	CLAIMS MADE X OCCUR					MED EXP (Any one person)	\$10,000
	-						PERSONAL & ADV INJURY GENERAL AGGREGATE	\$2,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$4,000,000
		POLICY X PRO- JECT LOC						, , , , , , , , , , , , , , , , , , , ,
	AU	OMOBILE LIABILITY ANY AUTO					COMBINED SINGLE LIMIT (Ea accident)	\$
		ALL OWNED AUTOS SCHEDULED AUTOS					BODILY INJURY (Per person)	\$
		HIRED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	GA	RAGE LIABILITY					AUTO ONLY - EA ACCIDENT	\$
	-	ANY AUTO					OTHER THAN EA ACC	\$
	FX	CESS LIABILITY		+			EACH OCCURRENCE	\$
	-	OCCUR CLAIMS MADE					AGGREGATE	\$
								\$
		DEDUCTIBLE						\$
		RETENTION \$					LWO OTATIL LOTU	\$
		RKERS COMPENSATION AND PLOYERS' LIABILITY					WC STATU- TORY LIMITS ER	
	Lie	LOTERO EMBILITY					E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	
В	OT	IER Professional	79AE001509121	06	6/06/12	06/06/13	\$2,000,000 per clain	
	1	bility	7342001303121		0/00/12	50/00/10	\$2,000,000 anni agg	
Ge	ner	al Liability excludes claim	 EHICLES/EXCLUSIONS ADDED BY ENDOR: IS arising out of the performa Elementary School Portable II	nce of	professiona		L	
as	Add		, its Directors, Officers, Emplo al and Auto Liability per polic contributory.	_		d Representative	es are named	
CE	RTIF	ICATE HOLDER AD	DITIONAL INSURED; INSURER LETTER:		CANCELLAT	TION		
					SHOULD ANYOF	THE ABOVE DESCRIBE	ED POLICIES BE CANCELLED B	EFORE THE EXPIRATION
		Oakland Unified Sch	nool District		DATE THEREOF,	, THE ISSUING INSURI	ER WILL ENDSONORXTO MAIL	30 DAYS WRITTEN
		Attn: Susie Butler-B	-		NOTICE TO THE	CERTIFICATE HOLDER	NAMED TOTHE LEFT, BXX59	
	Division of Facilities, Planning & Management						XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XIXXITH/HODAYOUCIRNA
		955 High Street	0000		ARRESENTATIVE AUTHORIZED REPRESENTATIVE			
		Oakland, CA 94601	-0000		a m	ger.		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Countersigned by While Co

(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATIONS CONT'D: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

COMMERICAL GENERAL LIABILITY

ISSUE DATE: 09/01/12

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: Susie Butler-Berkley

Division of Facilities, Planning & Management

955 High Street

PROJECT/LOCATION OF COVERED OPERATIONS:

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATIONS CONT'D: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives

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 omis sions 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

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:

- 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:

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



AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

		" "数据在李瑟克人。	Project Information				
oject Name (Grass Valle	y ES Portable I	nstallation	Site	Grass \	/alley	ES
			Basic Directions		ter general com		
			tract is fully approved				
achment Projecklist Wo	oot of general li orkers compens	ability insurance, inc sation insurance cert	luding certificates and e ification, unless vendor	endorseme is a sole r	ents, if contra provider	ct is ove	r \$15,000
MANAGER IN	National Confe	Co	ntractor Informatio	n net		JAY TO	A Maria Was
ntractor Name		Design Works	Agency's Con	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	ng Kim		
JSD Vendor ID#	1009281		Title	_	chitect of Rec		
eet Address	361-17 th Stre		City	Oakland	Sta	ite C	A Zip 9461
ntractor History	510-452-322 Previously		Policy Expires ractor? X Yes ☐ No		4.01	- 6	013
JSD Project #	07148	been an OOSD com	racion? A res [] No	VVOIK	ed as an OUS	oD emplo	oyee? ☐ Yes x 1
	A State of the Sta			Service Control	Section 1		
			Term				
ate Work Will B	egin .	1-26-2012	Date Work Wil	1	tart clate)	12_3	1-2013
		7 20 20 12	(not more than 5 y	ears IIOIII S	tart date)	12-5	1-2013
			Compensation				
otal Contract Ar	mount !	\$	Total Contract	Not To F	rceed	sons	847.50
ay Rate Per Ho		\$	If Amendment, Changed Amount \$ 4,300.00				
Other Expenses		,	Requisition Nu		7 mount	Ψ ,,	300.00
		San San E	Sudget Information				Ministration of the state
			inds, please contact the S	tate and Fe	deral Office <u>bel</u>	ore comp	eleting requisition.
Resource #	Funding		Org Key		Object C	ode	Amount
7710	County Scho		1229003831		621	5	\$4,300.00
	ги	10					
The state of the state of	edeko nekeria ila	Approval and R	outing (in order of ap	proval ste	ps)		
The state of the second	wided before the	contract is fully approv	ed and a Purchase Order	is issued. S	Signing this doc	ument af	firms that to your
vices cannot be pro	vided belole the	ofers - DO					
wledge services we	re not provided b	pefore a PO was issued	l		2.525.7004		540 505 7000
Division Head	ere not provided b	pefore a PO was issued Charle)-535-7081	Fax	510-535-7082
Division Head	ere not provided b	pefore a PO was issued Charle	l)-535-7081	Fax	510-535-708
Division Head Capital Program	ere not provided b	pefore a PO was issued Charle	l				
Division Head Capital Program	ere not provided b	pefore a PO was issued Charle	l				510-535-708; 7-1)
Division Head Capital Program Manager Signature	n Contract & Acc	pefore a PO was issued Charle	s Love Phone	510			
Division Head Capital Program Manager Signature	n Contract & Acc	Charles	s Love Phone	510	proved	2-2	7-12
Division Head Capital Program Manager Signature	n Contract & Acc	Charles	s Love Phone	510	proved		7-12
Division Head Capital Program Manager Signature General Counse	n Contract & Acc	Charles	s Love Phone and Management	510	proved	2-2	7-12
Division Head Capital Program Manager Signature General Counse Signature Associate Supe	n Contract & Acc	Charles Counting of Facilities Planning a	s Love Phone and Management	Date Ap	proved	2-2	7-12
Division Head Capital Program Manager Signature General Counse Signature Associate Supe	el, Department o	Charles Counting of Facilities Planning a	s Love Phone and Management	Date Ap	proved	2-2	7-12
Division Head Capital Program Manager Signature General Counse Signature Associate Supe	el, Department o	Charles Counting of Facilities Planning a	s Love Phone and Management	Date Ap	proved	2-2	7-12

gislative File Info.
12-1795
Facilities
6-27-2012
12-1838
6/27/12



Community Schools, Thriving Students

Memo

To

Board of Education

From

Tony Smith, Ed.D., Superintendent

Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date

June 27, 2012

Subject

Amendment No. 1 Independent Consultant Agreement - Byrens Kim Design

Works - Grass Valley Portable Installation Project

Action Requested

Approval by the Board of Education of Amendment No. 2, Independent Consultant Agreement with Byrens Kim Design Works for Design Services on behalf of the District at Grass Valley Portable Installation Project, in an amount not-to exceed \$7,247.50 increasing previous contract amount from \$79,300.00 to a not to exceed amount of \$86,547.50. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background

The purpose of this service is per the District's request.

Local Business Participation Percentage

84.00%

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,



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. 2, Independent Consultant Agreement with Byrens Kim Design Works for Design Services on behalf of the District at Grass Valley Portable Installation Project, in an amount not-to exceed \$7,247.50 increasing previous contract amount from \$79,300.00 to a not to exceed amount of \$86,547.50. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

• Independent Contractors Agreement including scope of work



AMENDMENT NO. 2 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Byrens Kim Design Works. OUSD entered into an Agreement with CONTRACTOR for services on January 26, 2012, and the parties agree to amend that Agreement as follows:

1.	Services	: 🔲	The scope of w	ork is unchanged.	<u>x T</u>	he 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 reimbursement for Division of State Architect and City of Oakland Fire Marshal review fees.						
2.	Terms (d	uration): X Th	e term of the	contract is unchang	ed. 🔲 T	he term of the contract	has <u>changed</u> .
	If ter	m is changed	: The contr	act term is extende	led by an add	itional	
	(days	s/weeks/months	s), and the an	nended expiration d	late is	, 20	
3.	Compen	sation: 🔲 Th	ne contract price	ce is <u>unchanged</u> .	X Th	e contract price has g	changed.
	If the	compensation	n is changed	d: The contract price	e is amended	by	
				to original contrac			
		Decreas	e of \$	to origina	al contract am	ount	
		the new contr \$86,547.50)	act total is	Eighty-six thous	and, five hu	ndred forty-seven	dollars and fifty cents
4.	Remaini	ng Provisions ed and in full for	: All other	provisions of the tas originally stated	Agreement, a	and prior Amendme	nt(s) if any, shall remain
5.	Amenda	ent History:					
			ous amendmer	nts to this Agreement.	X This contrac	ct has previously been	n amended as follows:
	No.	Date		General Description	of Reason for A	mendment	Amount of Increase (Decrease)
	1	3-28-2012	Provide land	scaping for the portab	ble installation p	roject	\$4,300.00
6.				ive and no payment and the Superintende			approved. Approval requires
(DAKLAND	UNIFIED SCHOOL	OL DISTRICT		CONTRAC	TOR	
	(pag	- Johnson	1	11-0/16	- /^		111112
3	ody Londor	n, President, Boa	rd of Education	n Date	Contractor	Signature	0/6/12 Date PRESIDENT
	9	2	1	11	Doule	KIN JEE	PRESIDENT
-	(dga-)	akedian)	Cin	6/28/12	Print Name	. Title	7,7
	Edgar Rake: Board of Ed	straw, Jr., Secreta	ary	Date Date			
						Number: 12-17	95
7	Timothy Wh	ite, Associate Su	nerintendent	Date		duction Date: 6/27	12
		anning and Mana		Date		ment Number: /12-	838
						ment Date: 6/2	7/12
					By:	,	

K999069.002 Rev. 10/30/08

Contract No.

P.O. No.

EXHIBIT "A" Scope of Work

Contractor Name:

Billing Rate: Seven thousand, two hundred forty-seven dollars and fifty cents (\$7,247.50)

Description of Services to be Provided

1. Description of Services to be Provided

The amendment is to provide reimburse of fees of DSA and City of Oakland.

2. Specific Outcomes:

A well-designed landscape design to provide for installation of the portable.

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

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



April 13, 2012

Eric Sih
Oakland Unified School District
955 High Street
Oakland, CA 94601

RE:

Amendment Proposal #2 for Division of State Architect and

City of Oakland Fire Marshal Plan Review Fee

For Grass Valley Elementary School Portable Installation Project

OUSD Project No. 07148

Dear Eric,

I am providing this amendment proposal to cover our direct expenses for the Division of State Architect Plan Review Fee and the City of Oakland Fire Marshal Plan Review Fee.

DSA Plan Review Application Fee:	\$7,120.00
City of Oakland Fire Marshal Plan Review:	\$127.50

As requested by you and Mr. Cesar Monterrosa, we covered this plan review fee to expedite the project progress.

Please amend our contract to add \$7,247.50.

TOTAL	\$86,547.50
Amendment No. 2 – DSA and Fire Marshal Plan Review	\$7,247.50
Amendment No. 1 – Landscape	\$4,300.00
Original Contract Amount	\$75,000.00

We have already completed the work outlined in this proposal. The documents were approved by both the City of Oakland, and the Division of State Architect.

Cordially,

Dong E Kim, AIA, LEED AP

Vice President

Enclosed: DSA Application/Receipt of Material

City of Oakland Receipt



AMENDMENT TO INDEPENDMENT CONSULTANT AGREEMENT ROUTING FORM

				Project	Information					
Project Nan	ne C	rass Vall	ey Portable li	nstallatio	n	Site	Grass V	alley E	ES	
4.5	de la Maria				Directions					9/2/3
Se	ervices o	annot be p	rovided until the	contract is	fully approved	and a P	urchase Order	has be	en issued.	
Attachment	ПРго	of of genera	I liability insurance	e, including	certificates and	endorsen	nents, if contrac	t is over	\$15,000	
Checklist			nsation insurance							
	1.									
All server				Contract	or Informatio	1 11 11 11	Simple to			10.5
Contractor N			n Design Works		Agency's Co		one E. Kim	*		
OUSD Vend Street Addre		1009281 361-17 th S	treet	-	Title City	Oaklar	ice President d Stat	e C	A Zip	94612
Telephone	233	510-452-3			Policy Expire	1	a -	1-7	017	OTOTE
Contractor F	History		been an OUSD	contractor?		1	ked as an OUS	D emplo	vee? \\Ye	s X No
OUSD Proje		07148	Decir an OOD	CONTRACTOR: A	X : 103 🗀 140	100		D Ciripi	oyee.	
OUSD FIUJE	JUL #	07 140								
					Term					
					Date Work W	II End By			·····································	
Date Wor	rk Will Be	egin	1-26-2012		(not more than 5			12-3	1-2013	
	THE THE SA					101.76 July 10.00	e y spille and me	of markets.		
				Com	pensation			Vietnami Vietnami		
Total Con	ntract An	nount	\$		Total Contract	Not To	Exceed	\$86,	547.50	
Pay Rate	Per Ho	الا (If Hourly)	\$		If Amendment	, Change	ed Amount	\$ 7,	247.50	
Other Ex					Requisition No	ımber				
			Man Water St.		t Information					
If you	are planni	ng to multi-fui	nd a contract using L	ED funde ni			والأوالة والمحاربين والأوالية		deting requie	tion.
Resource		The state of the s		Li turus. pr		State and F				
	#		ng Source	LF TUITUS. PI	Org Key		Object C	ode	Amo	ount
9299, 939 9499, 959	99,			LF tunus. pr				ode		ount
9299, 939	99,		ng Source	LEF tands. pre	Org Key		Object C	ode	Amo	ount
9299, 939 9499, 959	99,		ng Source Isure B		Org Key 1229901830		Object C	ode	Amo	ount
9299, 939 9499, 959 9699	99, 99,	Mea	ng Source Isure B Approval a	and Routing	Org Key 1229901830 g (in order of a	pprovals	Object C	ode	\$7,247.5	ount 0
9299, 939 9499, 959 9699 Services can	99, 99, not be pro	Mea	ng Source Isure B	and Routing	Org Key 1229901830 g (in order of a	pprovals	Object C	ode	\$7,247.5	O Your
9299, 939 9499, 959 9699 Services can knowledge se	99, 99, not be pro	Mea	Approval a the contract is fully a ded before a PO was	and Routing	Org Key 1229901830 g (in order of a	pproval s	Object C	ode	\$7,247.5	ount 0
9299, 939 9499, 959 9699 Services can knowledge se Divisio Capita	99, 99, not be pro ervices we on Head	Mea	Approval a dependence a PO was	and Routing pproved and issued.	Org Key 1229901830 g (in order of a Purchase Orde	pproval s	Object 0 6219 steps) Signing this doc	ode 5	\$7,247.5	O Your
9299, 939 9499, 959 9699 Services can knowledge se Divisio Capita	99, 99, not be pro ervices we on Head	Mea	Approval a dependence a PO was	and Routing pproved and issued.	Org Key 1229901830 g (in order of a Purchase Orde	pproval s	Object 0 6219 steps) Signing this doc	ument at	\$7,247.5	O Your
9299, 939 9499, 959 9699 Services can knowledge se Divisio Capita Manag	99, 99, not be pro ervices we on Head at Program	Mea	Approval a dependence a PO was	and Routing pproved and issued.	Org Key 1229901830 g (in order of a Purchase Orde	pproval s	Object 0 6219 steps) Signing this doc	ument at	\$7,247.5	O Your
9299, 939 9499, 959 9699 Services canniknowledge se Capita Manag Signat	99, 99, anot be pro ervices we on Head al Program ger	vided before to re not provided a Contract &	Approval a he contract is fully a defore a PO was	and Routing pproved and issued. Charles Love	Org Key 1229901830 g (in order of a a Purchase Orde	pproval s	Object C 6215 steps) Signing this doc 510-879-8389	ument at	\$7,247.5	O Your
9299, 939 9499, 959 9699 Services cant knowledge se Divisio Capita Manag Signat General	99, 99, anot be pro ervices we on Head al Program ger	vided before to re not provided a Contract &	Approval a dependence a PO was	and Routing pproved and issued. Charles Love	Org Key 1229901830 g (in order of a a Purchase Orde	pproval s	Object C 6215 steps) Signing this doc 510-879-8389	ument at	\$7,247.5	O Your
9299, 939 9499, 959 9699 Services cant knowledge se Capita Manag Signat Genera 2.	99, 99, nnot be pro ervices we on Head al Program ger	vided before to re not provided a Contract &	Approval a he contract is fully a defore a PO was	and Routing pproved and issued. Charles Love	Org Key 1229901830 g (in order of a a Purchase Orde	pproval s r is issued.	Object C 6215 steps) Signing this doc 510-879-8389	ument at	\$7,247.5	ount 0 // Our // 9-3673
9299, 939 9499, 959 9699 Services cant knowledge se Divisio Capita Manag Signat Genera 2. Signat	99, 99, nnot be pro ervices we on Head at Program ger ture	vided before to re not provide a Contract &	Approval as the contract is fully a sed before a PO was counting	and Routing approved and issued. Charles Love	Org Key 1229901830 g (in order of a a Purchase Orde Phone	pproval s r is issued.	Object C 6215 steps) Signing this doc 310-879-8389	ument at	\$7,247.5 ffirms that to y 510-87	ount 0
9299, 939 9499, 959 9699 Services cant knowledge se Divisio Capita Manag Signat Genera 2. Signat	99, 99, nnot be pro ervices we on Head at Program ger ture	vided before to re not provide a Contract &	Approval a he contract is fully a defore a PO was	and Routing approved and issued. Charles Love	Org Key 1229901830 g (in order of a a Purchase Orde Phone	pproval s r is issued.	Object C 6215 steps) Signing this doc 310-879-8389	ument at	\$7,247.5 ffirms that to y 510-87	ount 0
9299, 939 9499, 959 9699 Services canniknowledge services Capita Manag Signat Genera Signat Assoc	99, 99, 99, not be pro ervices we on Head al Program ger ture ture	vided before to re not provide a Contract &	Approval as the contract is fully a sed before a PO was counting	and Routing approved and issued. Charles Love	Org Key 1229901830 g (in order of a a Purchase Orde Phone	pproval s r is issued. Date	Object C 6215 steps) Signing this doc 310-879-8389	ument at	\$7,247.5 ffirms that to y 510-87	ount 0
9299, 939 9499, 959 9699 Services cannel knowledge se Capita Manag Signat General Associal Associal Signat Associal Associal Signat Signat Associal Signat Sign	99, 99, not be pro ervices we on Head at Program ger ture ture	vided before to re not provide a Contract &	Approval a he contract is fully a he do before a PO was hat of Facilities Planary a facilitie	and Routing approved and issued. Charles Love	Org Key 1229901830 g (in order of a a Purchase Orde Phone	pproval s r is issued. Date	Object C 6219 Steps) Signing this doc 310-879-8389	ument at	\$7,247.5 ffirms that to y 510-87	ount 0
9299, 939 9499, 959 9699 Services cannel knowledge se Capita Manag 1. Signat General Associal Associal Signat Associal Associal Signat Signa	99, 99, not be pro ervices we on Head at Program ger ture ture	vided before to re not provide a Contract &	Approval a he contract is fully a he do before a PO was hat of Facilities Planary a facilitie	and Routing approved and issued. Charles Love	Org Key 1229901830 g (in order of a a Purchase Orde Phone	pproval s r is issued. Date	Object C 6219 Steps) Signing this doc 310-879-8389	ument at	\$7,247.5 ffirms that to y 510-87	ount 0
9299, 939 9499, 959 9699 Services cannel knowledge se Capita Manag Signat General Associal Associal Signat Associal Associal Signat Signat Associal Signat Sign	99, 99, 99, mot be pro ervices we on Head at Program ger ture at Counse ture state Supe ture	vided before to re not provide a Contract &	Approval a he contract is fully a he do before a PO was hat of Facilities Planary a facilitie	and Routing approved and issued. Charles Love	Org Key 1229901830 g (in order of a a Purchase Orde Phone	pproval s r is issued. Date	Object C 6219 Steps) Signing this doc 310-879-8389	ument at	\$7,247.5 ffirms that to y 510-87	ount 0

Board Office Use: Legislative File Info.		
File ID Number	12-07-13	
Committee	Facilities	
Introduction Date	3-28-2012	
Enactment Number	12-1001	
Enactment Date	3-29-12112	



Memo

To

Board of Education

From

Tony Smith, Ed.D., Superintendent

Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date

March 28, 2012

Subject

Amendment No. 1, Independent Consultant Agreement - Byrens Kim Design

Works - Grass Valley Portable Installation Project

Action Requested

Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with Byrens Kim Design Works for Design Services on behalf of the District at Grass Valley Portable Installation Project, in an amount not-to exceed \$4,300.00 increasing previous contract amount from \$75,000.00 to a not to exceed amount of \$79,300.00.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background

The purpose of this service is per the District's request.

Local Business Participation Percentage 84.00%

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

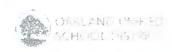
Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with Byrens Kim Design Works for Design Services on behalf of the District at Grass Valley Portable Installation Project, in an amount not-to exceed \$4,300.00 increasing previous contract amount from \$75,000.00 to a not to exceed amount of \$79,300.00.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

Independent Contractors Agreement including scope of work



AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Byrens Kim Design Works. OUSD entered into an Agreement with CONTRACTOR for services on January 26, 2012, and the parties agree to amend that Agreement as follows:

1.	If sco such a	pe of work chan as services, mater CONTRACTOR as	ged: Provide rials, products, grees to provide	and/or reports; attach de the following ame	evised scope of work includir additional pages as necess	work has changed. Ing description of expected final resusary. Attach revised scope of work. In of the project is to provide require project.	
2.	If ter	m is changed:	The contra	contract is unchange act term is extende ended expiration da	ed. The term of the ed by an additionalate is	e contract has <u>changed</u> .	
3.	Compens	sation: 🗌 The	e contract price	e is <u>unchanged</u> .	X The contract p	price has <u>changed</u> .	
	If the	compensation	is changed:	: The contract price	e is amended by		
				o original contrac			
			•	to origina		1 d. 11 d. 1 dall	t = ==
		the new contra \$79,300.00)	act total is	Seventy-nine the	ousand, three nundred	I dollars and no cents doll	ars
4.				provisions of the as originally stated		Amendment(s) if any, shall rem	nain
5.	Amendm	ent History:					
	X Th	ere are no previo	ous amendme	nts to this Agreeme	nt. This contract has pre	eviously been amended as follows:	
	No.	Date		General Description	of Reason for Amendment	Amount of Increase (Decrease))
						\$	
	signature OAKLAND		Education, ar	3/29/12	CONTRACTOR Contractor Signature	until it is approved. Approval required in the second of t	
	Edgar Rake Board of Ed	straw, Jr., Secreta	and the second s	Date Date	r programs, rus		
	Timothy Wh Facilities, Pl	ite, Associate Sup anning and Mana	perintendent agement	Date			
	File ID Num Introductio	ber: 12-0 n Date: 3-2 Number: 12-	773	109			
	Enactment	Number: 102	7-12	1	Territoria de la companya della companya della companya de la companya della comp		
	Enactment Enactment By:	Number: 182 Date: 3-29	7-12	TH3H1			

EXHIBIT "A" Scope of Work

Contractor Name:

Billing Rate: Four thousand, three hundred dollars and no cents (\$4,300.00)

Description of Services to be Provided

 Description of Services to be Provided Provide landscaping for the portable installation.

2. Specific Outcomes:

A well-designed landscape design to provide for installation of the portable.

 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
X Develop social, emotional and physical health	X Safe, healthy and supportive schools
OCreate equitable opportunities for learning	0 Accountable for quality
High quality and effective instruction	x Full service community district



February 2, 2012

Eric Sih Oakland Unified School District 955 High Street Oakland, CA 94601

RE:

Amendment Proposal #1 for Added Landscape Architecture Services For Grass Valley Elementary School Portable Installation Project OUSD Project No. 07148

Dear Eric,

I am providing this amendment proposal in response to the request by Mr. Eduardo Rivera-Garcia. Per the request, we are asked to provide a landscape design fee proposal to provide new landscape site features around the planned portable installations. Our scope will consider the following;

Grass Valley ES Portable Installation Landscape Design

- Provide landscape design
- Provide irrigation design
- Design to incorporate ideas to maximize yard space.
- Estimated landscape construction cost to be \$30,000.00

To provide the required design services, we are proposing to work with PGA Design. PGA Design is an Oakland Local Business Enterprise who has experiences in working with the District in various projects.

We propose an amendment design fee of \$4,300.00 to complete the task. The following illustrates the fee breakdown.

Original Contract Amount	\$75,000.00
Amendment No. 1 – Landscape	\$4,300.00
TOTAL	\$79,300.00

We are ready to initiate the contract upon your review and approval. Thank you for your consideration.

Cordially,

Dong E Kim, Alf, LEED AP

Vice President



February 2, 2012

Eric Sih Oakland Unified School District 955 High Street Oakland, CA 94601

RE:

Amendment Proposal #1 for Added Landscape Architecture Services For Grass Valley Elementary School Portable Installation Project OUSD Project No. 07148

Dear Eric,

I am providing this amendment proposal in response to the request by Mr. Eduardo Rivera-Garcia. Per the request, we are asked to provide a landscape design fee proposal to provide new landscape site features around the planned portable installations. Our scope will consider the following;

Grass Valley ES Portable Installation Landscape Design

- Provide landscape design
- Provide irrigation design
- Design to incorporate ideas to maximize yard space.
- Estimated landscape construction cost to be \$30,000.00

To provide the required design services, we are proposing to work with PGA Design. PGA Design is an Oakland Local Business Enterprise who has experiences in working with the District in various projects.

We propose an amendment design fee of \$4,300.00 to complete the task. The following illustrates the fee breakdown.

Original Contract Amount		\$75,000.00
Amendment No. 1 – Landscape		\$4,300.00
	TOTAL	\$79,300.00

We are ready to initiate the contract upon your review and approval. Thank you for your consideration.

Cordially,

Dong E Kim, AIA, LEED AP

Vice President

A	CORD CERTIFI	CATE OF LI	ABILITY	INSURA	NCE	01/19/12	
. 0.	cer ry, Renton & Associates Box 12675 and, CA 94604-2675		ONLY AN	ID CONFERS NO . THIS CERTIFICA	UED AS A MATTER OF IN RIGHTS UPON THE CERT ATE DOES NOT AMEND, E AFFORDED BY THE POLICE	IFICATE XTEND OR	
110 465-3090			INCURERS	AFFORDING CO	VERAGE	NAIC #	
SURE	SUREO				erty Casualty Co of Am	25674	
	Byrens Kim Design Wor	ks	to the company of the company of		nsurance Company	3 24 5 7 7	
	361 - 17th Street		BOLINER .				
	Oakland, CA 94612		MSURERO.	approx transcription - promotion between appear anomal.	analus akuntipiggisi, AP-9, Errakurus Philodogus Ethiothiana (Part), Analdriakusus,		
			ING.RERE				
	RAGES						
ANY MAY	POLICIES OF INSURANCE LISTED BELC REQUIREMENT, TERM OR CONDITION PERTAIN THE INSURANCE A CORDET ICIES, AGGREGATE LIMITS THOWN VA	OF ANY CONTRACT OF OTHER	ROCCUMENT WITH RE DIFFRENCES BUELT DOCLAMS	SPECT TO WINCH ALL THE TERMS	THIS CENTIFICATE MAY BE IS S EXCL 1340NS AND CONDITI	SUED OR	
50 AC	COL TANE OF MORNANCE	POLICY NUMBER	LEATE BM25YY	A TANK AND A	YI LEW	1	
4	SENERAL L'ABILITY	6808718N839	09/01/11	09/01/12		'2,000,000	
37-91	X COMMERCIAL GC PALLINGUTY	*	e t	*	CELL STEEL STEEL	31,000,000	
10000	GLAMS WADE X DCC IS	40.1	ě	about directors of	NED EXP on y challenges)	\$10,000	
			B	•	GENERAL AGGREGATE	\$4,000,000 \$4,000,000	
oothane (1111)	GERT, AGGREGATE LIMIT APPLIES PER		10 10 10 10 10 10 10 10 10 10 10 10 10 1	A constant	PROMULES - COMPIDE AGG		
of a Controlled	POLICE X SECT LOS		Marie Park	APV - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	And the second s		
	AUTONOBILE CIABILITY	BA8722N32A	09/01/11	09/01/12	COMMITTEE SECTION	51.000,000	
de waterfreetreenster	SCHEDULED AUTOS	6	(gg)	***	SCOFA: MFBA	-	
Name of Street, Street	X HIRED ALLIOS X HIGH OWNED ALLIOS		adominación des	ope .	BODILY BURKY		
	According to the second of the	3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	440.0000	# 1	PROPERTY DANAGE	<u> </u>	
,	GARAGE LIABRAY	43344	**	2 ,	EXTENSION AS A PRODUCTION OF THE	2 4 2 4	
1	A STATE OF THE PROPERTY OF THE	:	i i	# · ·	CHEPTHAN BAAG	Die Germanister Merkeness in Modelnes	
	CXCEST UNGSCHAFTER	The state of the s	entertra settinining messet the telephone of a statement as a complete service.		SOS	3 (C	
	TOXOUR CLAMS MAJE	9 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	***************************************	LASSICONACE L	<u> </u>	
1			±	Baldage 1 1 1 4 6 7 7			
· ·			10 to	e de la constante de la consta	1773 Gazar Services Carps observe with the page 25 Feb, deserte A	The state of the state assessment the same	
Tree to Septe	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	T \$ Self-Spikinghah Add-St Managarbaga Ali, SAI At Counce Advancementary gut assumes uphabble			and the state of t		
	WORKERS COMPENSATION AND	Section 1	glib.	display	TOTALIS DE		
	EMBEDAEUR SPIIINERFEREC ING	1	t hank	Passes in	EL ACTAIGES	des to a sendentendo o Anti-Liquidades de sendentes per	
1	OFFICERMENSER EXELLETERY If yes, describe under		5	in many date	FA. OISEASE - EA EMPLOY	·	
	SPECIAL PROVIDING below	11004404000	00100144	00:00:42	EJ DISEASE - POLICY LIMI		
-	^{other} Professional Liability	USS1121880	06/06/11	06/06/12	\$1,000,000 per cla 52,000,000 anni aç		
ESC	RIPTION OF OPERATIONS / LOCATIONS / VEH	DOLES EXCLUSIONS ADDED BY FE	SOORSEMENT (SPECIAL	PROVISIONS		and the second state of the second se	
	eral Liability Policy excludes c						
serv	ices.						
	DJECT NAME: Grass Valley Ele	mentary School Portable	Installation				
See	Attached Descriptions)						
CER	TIFICATE HOLDER		CANCELL	ATION			
			SHOULD AN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATE			
	Oakland Unified School	ol District	3		URER WILL ROOMAR X 9 MAIL		
	Dept of Facilities		1		DER NAMED TO THE LEFT, CHRI		
	Planning & Manageme	nt	1	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			
955 High Street Oakland, CA 94601				AUTHORIZED REPRESENTATIVE			

DESCRIPTIONS (Continued from Page 1)

Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives are named as Additional Insureds to General and Auto Liability per policy form wording.

Insurance is Primary and Non-Contributory.

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 PHRSON(S) OR ORGANIZATION(S): Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives

PROJECT/LOCATION OF COVERED OPERATIONS: All Operations of the Named Insured

PROVISIONS

- A. The following is added to WHO IS AN INCOME L. (Section II):
 - The person or organization shown in the Schodult above is an eldinated in lead on the Coverage National organization and on the Coverage National organization of a constrainty injury of the restriction of the second organization of the eldinate volumes of these 80 hunos your behalf
 - In the recommunity of a streng operations.
 - b. In connection with premium owned by or metals to you or
 - C. In connection with your work and included vallen the products are, talent appropria hazard.

Such person or organization does not qualify as an additional insured for "bodily injury", "property d-mage" 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 n failure to conder an, public male services'.
- 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 insurance, or the limits shown in the Declarations for this Coverage Part whichever are less This crop sement 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 the conditional contract of the conditional contract of the conditional contract of the conditional conditional contract of the conditional conditi

Board Office Use: Legislative File Info.

File ID Number

12-0345

Committee Introduction Date **Facilities** 1-25-2012

Enactment Humber

Enactment Date



Memo

To

Board of Edin. White

From

Tody Smith, Ed. Commence sent

Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date

January 25, 2012

Subject

Independent Consultant Agreement for Professional Services Eyrens Kim Design Works -Grass Valley Elementary School Portable Installation Project

Action Requested

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Byrens Kim Design Works for Design Services on behalf of the District at Grass Valley Elementary School Portable Installation Project, in an arrount not to exceed \$75,000.00. The term of this Agreement shall commence on January 26, 2012 and shall conclude no later than December 31, 2013.

Background

To accommodate increased enrollment at school site.

Local Business Participation Percentage

84.00%

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 imprementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approved by the Board of Education of an independent Consultant Agreement for Professional Services with Byrons Kim Dosign Works for Design Services on behalf of the District at Grass Valley Elementary School Portable Installation Project, in an amount not-to exceed \$75,000.00. The term of this Agreement shall commence on January 26, 2012 and shall conclude no later than December 31, 2013.

Fiscal Impact

GO Sond Measure B

Attachments

Independent Consultant Agreement including scope of work

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES (CONSTRUCTION RELATED)

Architectural Design Services

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the <u>13th</u> day of <u>January</u>, <u>2012</u> by and between the Oakland Unified School District, Oakland, California ("District") and <u>Byrens Kim Design Works</u> ("Consultant"), (together, "Parties") for the <u>Grass Valley Elementary School Portable Installation Project</u>.

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'):
- 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.
- 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:

X	Signed Agreement
X	Workers' Compensation Certification
X	Fingerprinting/Criminal Background Investigation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form

- 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 Seventy-five thousand dollars and no cents (\$75,000.00). 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 furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this

Agreement, including without limitation the payment of all consequential damages.

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.)
 - 14.3.2. 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."

- 14.2.7. 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 twenty percent (20%) minimum participation requirement for all District contracts. Consultant shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. 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 twenty percent 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
- 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:

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

Consultant:

Dong E. Kim Byrens Kim Design Works 361-17th Street Oakland, CA 94612

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.

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

DAKLAND UNIFIED SCHOOL DISTRICT	
Dody London, President, Board of Education	Date: 12412
fage Colection St.	Date:
Edgar Rakestraw, Jr., Secretary, Board of Education Timothy White, Assistant Superintendent Facilities	Date: 1/19/12
Byrens Kim Design Works Dong E. Kim, Byrens Kim Design Works	///8//2- Date:
APPROVED AS TO FORM: Catherine Boskoff, Facilities Counsel	Date: 1-25-12
	Legislative File File II Number: 12-0345 Introduction: 1-25-12 Enactment Number: 12-0200 RD

Information regarding Consultant:

Consultant:	BYRENS KIM DESIGN WORKS	27-1659543 :
License No.;	C30987	Employer Identification and/or Social Security Number
Address:	361 :7th Street Oakland, CA 99:12	NOTE: Title 26, Code of Federal Regulations, sections 6041 and
Telephone:	= 77 - 450 - 1014	6209 require non-corporate recipients of \$600.00 or more to
Facsimile:		furnish their taxpayer identification number to the payer. The
E-Mail:	े. एव्हेले) एक्टाइट्टॉक्ट ट्रिल	regulations also provide that a penalty may be imposed for failure
	ual oprietorship ship	to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

- 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:	January 18, 2012		
Proper Name of Consultant:	BYPENS KIM DESIGN WORKS		
Signature:			
Print Name:	Pong E. Pm		
Title:	Vice President		

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

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

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

The scope of the project includes providing design and construction documents for installation of district owned seven (7) classroom portable buildings and one (1) restroom building, design of electrical, data, intercom, fire alarm, and intrusion alarm system per the District standard, plumbing and utility design to serve the portable buildings, design of 20 feet x 20 feet covered lunch structure, and agency approval, bidding support, construction administration, and project closeout.



November 30, 2011

Kevin Newlon Oakland Unified School District 955 High Street Oakland, CA 94601

RE: Proposal for Architectural and Engineering Services

For Grass Valley Elementary School Portable Installation Project

OUSD Project No. 07148

Dear Kevin,

Thank you for the opportunity to provide this Architectural and Engineering service proposal for the above mentioned project. Based on the email request of 11/17/11, as well as subsequent correspondences, Lunderstand the scope of services to be included as follows:

Grass Valley ES Portable Installation

- Provide design and construction documents for installation of district owned 7 classroom portable buildings and 1 restroom building.
- Provide design of electrical, data, intercom, fire alarm, and intrusion alarm system per the district standard.
- Provide plumbing and utility design to serve the portable buildings.
- Provide a design of 10ft x 60ft covered lunch structure.
- The services will include design, agency approval, bidding support, construction administration, and project closeout.

Lunderstand that the preliminary construction budget for this project is \$680,000.00

Based on the information provided by the district, we propose the following design fees to complete the task.

DISCIPLINE	granden consequence of the section o	PROPOSED FEE	
Architect	SLRRF	\$45,000.00	
Structural	SLBE	\$12,500.00	
Mechanical	SLBE	\$5,500.00	
Electrical	an management of an antique programmer of the security of the	\$9,000.00	
Fire Alarm by Our el	ectrical Engineer	\$3,000.0	
TOTAL		\$75,000.00	
Sewage Pump Desig	\$5,500.00		
Fire Alarm by Aon F	Aon Fire Protection* . \$20,00		

INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Desi	ant Name		Project Information			the steel
P(O)	ect Name C	Grass Valley ES Por		e Grass	Valley ES	THE RESERVE OF
199	San As a second	water in the sale of land	Basic Directions			
Mercelongeral			the contract is fully approved an			
			ance, including certificates and endi ence certification, unless vendor is a		act is over \$15,000	8. 8. 8. 8. 8. 8.
OHIO	CHIST Form 1 A 191	rica o compondator maura	ance cermication, unicas vendor la c	Sole provider		
	and the second s	TOTAL CONTRACTOR CONTR	CONTRACTOR OF THE PROPERTY OF	entremen America unanginggy Academic	n an that the first of the second	The second second
	- New York	المستحدث المناه	Contractor Information	Mir.		200
Table 1997	tractor Name SD Vendor ID #	Byrens Kim Design Wor 1009281	rks Agency's Contact	Dong Kim Architect of Re	ocied	
	et Address	361-17 ^{to} Street	manufactures of commencer man and a commencer of the comm	THE MARKET AND ADDRESS OF THE PARTY AND ADDRESS AND ADDRESS OF	ate CA Zip	94612
Tele	phone	510-452-3224	Policy Expires	1 1-1-	- 7.01 2	
Con	tractor History	Previously been an OL	JSD contractor? X Yes \(\) No	Worked as an OU	SD employee? [] Ye	s X No
OUS	SD Project #	07148	Published age specific in the control of the contro	THE AND AND THE SHARE SHARE SHARE THE SHARE SHAR		
1			Term	LY Cream Materials		26 21
X.			(1)。 (2) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1			
Da	ate Work Will B	egin 1-26-2012	Date Work Will E	,	12-31-2013	9
-	. De l'accession de la company		Ingi pare than 5 year	SIDDESCRIBED	12-51-2013	grane and a sine and popular property of the same of t
1		《	Compensation			
ES.	Ules V	was different.				是四回数
-	otal Contract Ar by Rate Per Ho	Jandelman manya-	Total Contract No	approximation of the policy and appropriate statement of the company	\$75,000.00	
The last section in the la	ther Expenses	U) III III III	If Amendment, Checuistron Number	Management of the contract that America process are an	Security of the security comment from the security of the secu	11-
Contract of		的现在分词		a let	第二章 ST. 201	10/2/3/201
No.		ing to multi-fund a contract us	Budget Information		efore completing requis	llon.
200 mg		ing to multi-fund a contract us Funding Source		and Federal Office <u>b</u>		llion. ount
R	ff you are plann	Control of the Party of the Par	Budget Information ing LEP funds, please context the State	end Federal Office <u>b</u>		ount
R	If you are plann Resource #	Funding Source .	Budget Information ing LEP funds, please contact the State Org Key	end Federal Office <u>b</u>	Code Am	ount
R	If you are plann Resource # 299, 9399,	Funding Source . Measure B	Budget Information ling LEP funds, please contact the State Org Key 1229901830	end Federal Office L Objec 62	Code Am	ount
92	# you are plann Resource # 299, 9399, 9499	Funding Source Measure B Appro	Budget Information ling LEP funds, please contact the State Org Key 1229901830	end Federal Office L Object 62 oval steps)	15 \$75,000	ount .00
F 92 Sen	ff you are planning resource # 299, 9399, 9499	Funding Source Measure B Appro	Budget Information ling LEP funds, please contact the State Org Key 1229901830 val and Routing (in order of appruilly approved and a Purchase Order is it	end Federal Office L Object 62 oval steps)	15 \$75,000	ount .00
F 92 Sen	ff you are planning resource # 299, 9399, 9499	Funding Source Measure B Approvided before the contract is for	Budget Information ling LEP funds, please contact the State Org Key 1229901830 val and Routing (in order of appruilly approved and a Purchase Order is it	end Federal Office L Object 62 oval steps)	15 \$75,000	ount .00
F 92 Sen	Resource # 299, 9399, 9499 vices cannot be providedge services well Division Head Capital Program	Funding Source Measure B Approvided before the contract is for	Budget Information ling LEP funds, please contact the State Org Key 1229901830 val and Routing (in order of approach approved and a Purchase Order is be was issued.	end Federal Office L Object 62 oval steps) ssued. Signing this d	15 \$75,000	ount 00 your
F 92 Sen	Resource # 299, 9399, 9499 vices cannot be providedge services we	Funding Source . Measure B Approvided before the contract is filtere not provided before a PO	Budget Information ling LEP funds, please contact the State Org Key 1229901830 val and Routing (in order of approach approved and a Purchase Order is be was issued.	end Federal Office L Object 62 oval steps) ssued. Signing this d	15 \$75,000	ount 00 your
92 Serviknov	Resource # 299, 9399, 9499 vices cannot be providedge services well Division Head Capital Program	Funding Source . Measure B Approvided before the contract is fivere not provided before a PO on Contract & Accounting	Budget Information ling LEP funds, please contact the State Org Key 1229901830 val and Routing (in order of approach approved and a Purchase Order is be was issued.	oval steps) ssued. Signing this d	15 \$75,000	ount 00 your
92 Serviknov	Resource # 299, 9399, 9499 vices cannot be providedge services well Division Head Capital Program Manager Signature	Funding Source Measure B Approvided before the contract is fivere not provided before a PO in Contract & Accounting	Budget Information ling LEP funds, please contact the State Org Key 1229901830 val and Routing (in order of approvide and a Purchase Order is leves issued. Charles Love Phone	end Federal Office L Object 62 oval steps) ssued. Signing this d	15 \$75,000	ount 00 your
Sen know	Resource # 299, 9399, 9499 vices cannot be providedge services well Division Head Capital Program Manager Signature	Funding Source . Measure B Approvided before the contract is fivere not provided before a PO on Contract & Accounting	Budget Information ling LEP funds, please contact the State Org Key 1229901830 val and Routing (in order of approvide and a Purchase Order is leves issued. Charles Love Phone	oval steps) ssued. Signing this d	15 \$75,000	ount 00 your
92 Serviknov	Resource # 299, 9399, 9499 vices cannot be providedge services well Division Head Capital Program Manager Signature	Funding Source Measure B Approvided before the contract is fivere not provided before a PO in Contract & Accounting	Budget Information ling LEP funds, please contact the State Org Key 1229901830 val and Routing (in order of approvide and a Purchase Order is leves issued. Charles Love Phone	oval steps) sued. Signing this d 510-535-7081	15 \$75,000. 3 square to affirms that to 15 square to 15 square to 10-50.	ount .00 your 35-7082
Sen know	Resource # 299, 9399, 9499 vices cannot be providedge services well Division Head Capital Program Manager Signature	Funding Source Measure B Approvided before the contract is fivere not provided before a PO in Contract & Accounting	Budget Information ling LEP funds, please contact the State Org Key 1229901830 val and Routing (in order of approvide and a Purchase Order is leves issued. Charles Love Phone	oval steps) ssued. Signing this d	15 \$75,000	ount .00 your 35-7082
Sen know	Resource # 299, 9399, 9499 Vices cannot be provided ge services we Division Head Capital Program Manager Signature General Counse	Funding Source Measure B Approvided before the contract is fivere not provided before a PO in Contract & Accounting	Budget Information Ing LEP funds, please contact the State Org Key 1229901830 val and Routing (in order of approvily approved and a Purchase Order is twas issued. Charles Love Phone	oval steps) sued. Signing this d 510-535-7081	15 \$75,000. 3 square to affirms that to 15 square to 15 square to 10-50.	ount .00 your 35-7082
Sen know	Resource # 299, 9399, 9499 vices cannot be providedge services well Division Head Capital Program Manager Signature General Counse Signature Assistant Supe	Appro Appro Vided before the contract is fi ere not provided before a PO In Contract & Accounting et, Department of Facilities	Budget Information Ing LEP funds, please contact the State Org Key 1229901830 val and Routing (in order of approvily approved and a Purchase Order is twas issued. Charles Love Phone	oval steps) sued. Signing this d 510-535-7081	1 Code Am 15 \$75,000.	ount .00 your 35-7082
92 Serviknov	Resource # 299, 9399, 9499 Vices cannot be provided eservices we Division Head Capital Program Manager Signature General Counse Signature Assistant Supe	Approvided before the contract is figure and provided before a PO on Contract & Accounting	Budget Information Ing LEP funds, please contact the State Org Key 1229901830 val and Routing (in order of approvily approved and a Purchase Order is twas issued. Charles Love Phone	oval steps) seued. Signing this d 510-535-7081 Date Approved	15 \$75,000. 3 square to affirms that to 15 square to 15 square to 10-50.	ount .00 your 35-7082
92 Serviknov	Resource # 299, 9399, 9499 Vices cannot be provided eservices we Division Head Capital Program Manager Signature General Counse Signature Assistant Supe	Appro Appro Vided before the contract is fi ere not provided before a PO In Contract & Accounting et, Department of Facilities	Budget Information Ing LEP funds, please contact the State Org Key 1229901830 val and Routing (in order of approvily approved and a Purchase Order is twas issued. Charles Love Phone	oval steps) seued. Signing this d 510-535-7081 Date Approved	1 Code Am 15 \$75,000.	ount .00 your 35-7082
92 Serviknov	Resource # 299, 9399, 9499 Vices cannot be provided eservices we Division Head Capital Program Manager Signature General Counse Signature Assistant Supe	Approvided before the contract is figure and provided before a PO on Contract & Accounting	Budget Information Ing LEP funds, please contact the State Org Key 1229901830 val and Routing (in order of approvily approved and a Purchase Order is twas issued. Charles Love Phone	oval steps) seued. Signing this d 510-535-7081 Date Approved	1 Code Am 15 \$75,000.	ount .00 your 35-7082

AMENDMENT TO INDEPENDMENT CONSULTANT AGREEMENT ROUTING FORM

			Project li	nformation		(III STORES	THE REAL PROPERTY.
Pro	oject Name (Grass Valley Portab	le Installation	(Site G	rass Valley	ES
	1995年前			irections		THE RESERVE	34. 一个是实施的
	Services	cannot be provided until	the contract is fu	Illy approved	and a Purchas	e Order has	been issued.
	achment Pro ecklist Wo	oof of general liability insur orkers compensation insura	ance, including cer ance certification, u	dificates and en unless vendor i	ndorsements, i s a sole provid	f contract is over	ver \$15,000
	Oldman value		Contractor	Information			
	ntractor Name	Byrens Kim Design Wor	CONTRACTOR AND	Agency's Cont		Kim	
	SD Vendor ID#	1 1009281		Title	Vice Pre	sident	
	eet Address ephone	361-17 th Street 510-452-3224		City	Oakland	State	CA Zip 94612
a Maraha a sasanan pin	ntractor History			Policy Expires	· · · · · · · · · · · · · · · · · · ·	7-1-	2012
	SD Project #	Previously been an Ot 07148	JSD contractor? X	Yes LI No	Worked as	an OUSD em	ployee? Yes X No
00.	30 1 TOJEC: #	[07 146			na ana and an and an an	ting of Alberta surface and the first the Alberta Alberta and the last of the surface of the Alberta and the A	indicated the section of a section of the displacement of the section of the sect
		经验 工作。	Те	rm diam		512 105 20	
2253				ate Work Will	End Du		三五人 清水 美国
Da	ate Work Will B	egin 1-26-2012		t more than 5 ye	eno By am from storica	10) 12-	31-2013
1800	· 440 (275 元) 应加斯德						d selfen to the bell of security of the securi
			Compe	nsation			
To	otal Contract An	nount \$	To	tal Contract N	lot To Exceed	1 570	300.00
	ay Rate Per Ho	ur (Mileanly) \$		Amendment, (1 74 5 74	1,300.00
0	ther Expenses			quisition Nun			
		3 (4) (C. 10)	Budget li	formation	10000000000000000000000000000000000000		建筑建筑建筑
35	If you are planni	ng to multi-fund a contract us	ing LEP funds, pleas		te and Federal (Office <u>before</u> con	npleting requisition.
	Resource #	Funding Source		Org Key		Object Code	Amount
9.	299, 9399, 9499	Measure B	. 1	229901830		6215	\$4,300.00
			al and Routing (i				
Sen	vices cannot be pro-	vided before the contract is fure not provided before a PO v	illy approved and a P	urchase Order is	issued. Signing	this document	affirms that to your
	Division Head	ic not provided before a FO (Charles Love	Phone	510-879-	0200	F40.070.0070
	Capital Program	Contract & Accounting	CATOTICS LOVE	THORE	310-019-1	8389 Fax	510-879-3673
1.	Manager	· · · · · · · · · · · · · · · · · · ·					
			Care Care Care Care Care Care Care Care				c 2 (1)
**************************************	Signature	000	Control of the Contro		Date Approved	3	-13-12
General Counsel, Department of Facilities Planning and Management							THE MAIN THE PROPERTY OF THE P
2.		Gallan	of the same of the				
,	Signature	arneyer	•		Date Approved	3.19	7.12
	Associate Super	rintendent, Facilitiee Planni	ng and Managemen	t		2	
3.	Signature	1111			Date Approve	ed	
	President, Board	d of Education					The second secon
4.	Signature				Date Approve	d	
	3						