

Board Office Use: Legislative File Info.	
File ID Number	14-0034
Committee	Facilities
Introduction Date	2-12-14
Enactment Number	14-0239
Enactment Date	2-12-14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education
By: Vernon Hal, Deputy Superintendent *VRH*
Timothy White, Associate Superintendent, Facilities Planning and Management *TW*

Board Meeting Date 2-12-14

Subject Amendment No. 1, Independent Consultant Agreement - Gelfand Partners - Whittier Portable Installation Project

Action Requested Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with Gelfand Partners for Design Services on behalf of the District at Whittier Portable Installation Project, in an amount not-to exceed \$6,775.00 increasing previous contract amount from \$31,200.00 to exceed amount of \$37,450.00 and revising the end date from April 10, 2013 to December 31, 2014 through February 1, 2014 All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Portables are needed for the Grade Expansion Project on site.

Local Business Participation Percentage 0.00% (District Discretion)

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 Gelfand Partners for Design Services on behalf of the District at Whittier Portable Installation Project, in an amount not-to exceed \$6,775.00 increasing previous contract amount from \$31,200.00 to exceed amount of \$37,450.00 and revising the end date from April 10, 2013 to December 31, 2014 through February 1, 2014 All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

County School Facilities Plan

Attachments

- Independent Contractors Agreement including scope of work
- Certificate of Insurance



Community Schools, Thriving Students

AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Gelfand/RNP. OUSD entered into an Agreement with CONTRACTOR for services on December 31, 2013, and the parties agree to amend that Agreement as follows:

1. **Services:** ☐ The scope of work is unchanged. ☒ The scope of work has changed.
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
The CONTRACTOR agrees to provide the following amended services: The amendment is to include Division of State Architects fees reimbursables and Civil Engineering survey and plans to tie into existing water, sewer and electrical services.

2. **Terms (duration):** ☐ The term of the contract is unchanged. ☒ The term of the contract has changed.
If term is changed: The contract term is extended by an additional One month, and the amended expiration date is February 1, 2014.

3. **Compensation:** ☐ The contract price is unchanged. ☒ The contract price has changed.
If the compensation is changed: The contract price is amended by
☒ Increase of \$6,775.00 to original contract amount
☐ Decrease of \$ _____ to original contract amount

and the new contract total is Thirty-seven thousand, four hundred fifty dollars and no cents (\$37,450.00)

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

5. **Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

David Kakashiba, President,
Board of Education

2-13-14
Date

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

2-13-14
Date

Timothy White, Associate Superintendent
Facilities, Planning and Management

12/12/13
Date

CONTRACTOR

Contractor Signature

Lisa Gelfand, Principal
Print Name, Title

12/19/13
Date

File ID Number: 14-0034
Introduction Date: 2-12-14
Enactment Number: 14-0239
Enactment Date: 2-12-14
Bv:

EXHIBIT "A" Scope of Work**Contractor Name: Gelfand Partners****Billing Rate: Six thousand, seven hundred seventy-five dollars and no cents (\$6,775.00)****1. Description of Services to be Provided**

Amendments to include DSA fees reimbursables and Civil Engineering survey and plans to tie into existing water, sewer and electrical services.

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

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

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

Susie Butler-Berkley 12-20-2013
Susie Butler-Berkley
Contract Analyst



Gelfand Partners
A R C H I T E C T S

EXHIBIT A

December 6, 2013

Kenya Chatman
Project Manager
Oakland Unified School District
900 High Street
Oakland, CA 94601

Project: **Whittier Temporary Portable Classrooms**

Dear Kenya:

Below please find the proposal for additional services and fees not included in the previous contract for the Whittier Portables project.

We propose fees as follows:

Permit Fees		\$1,000
Civil Engineer fees	@ \$5,250 x 1.1	\$5,775
TOTAL FEES		\$6,775

Please let know if you have any questions.

Yours,

Kate Voshell, AIA
Project Architect

CARROLL ENGINEERING, INC.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement, by and between:

GELFAND PARTNERS ARCHITECTS
Attn: Kaate Voshell
165 Tenth Street – Suite #100
San Francisco, CA 94103
415-346-4040 / FAX: 415-346-4103
Email: Kate@gelfand-partners.com

herein referred to as CLIENT, and

CARROLL ENGINEERING, INC.
Engineers & Surveyors
1101 So. Winchester Blvd., Suite #H-184
San Jose, CA 95128-3903
(408) 261-9800 / FAX: (408) 261-0595

herein referred to as CONSULTANT, is for Professional Services in connection with the project described as follows:

I. PROJECT:

Whittier Elementary School (Oakland Unified School District) – Portable Project
6328 E. 17th Street, Oakland, CA 94621

II. SCOPE OF SERVICES:

On-Site Plans:

Utilizing a topographic survey prepared by others, CONSULTANT will prepare final 20 scale construction documents on 30"x42" sheets for the Portables Project for Whittier Elementary School. The project consists of placing two portables on an adjacent site to the school. Tie-in to existing water, sewer and electrical services on the school site will be required. The plans will consist of Grading & Drainage Plans, and Underground Utility Plans for tie-in to storm sewer, sanitary sewer and domestic water. Electrical plans will need to be designed by other consultants. The grading plan will be in accordance with accepted grading practices. The plans will show drainage courses and modifications to existing storm drains.

Specifications:

Book type specifications will be provided if requested.

Bidding & Construction Administration:

CONSULTANT will answer questions and prepare responses to RFI's. During construction CONSULTANT will answer questions and visit the site as needed and will respond to submittals for up to a total of 5 hours of time.

Closeout Phase:

CONSULTANT will review final as-built civil drawings upon completion of the design / construction phase of the project for conformance to approved civil plans.

III. COMPENSATION:

CLIENT shall pay CONSULTANT the following fees for the Professional Services performed under II above:

A. Basic Services:

1. On-Site Plans	\$ 4,500.00
2. Specifications	\$ Included
3. Bidding & Construction Administration	\$ 750.00
BASE FIXED FEE	\$ 5,250.00

B. Additional Services:

1. In the event that extra work is needed, and upon written authorization from CLIENT, the following hourly rates for CONSULTANT shall be used:

a. Principal Engineer	\$195.00/hr.
b. Associate Engineer	\$155.00/hr.
c. Principal Surveyor	\$155.00/hr.
d. Assistant Engineer	\$125.00/hr.
e. Draftsman	\$80.00/hr.
f. Secretarial	\$60.00/hr.
g. 2-Man Survey Crew	\$195.00/hr.

2. Reimbursable expenses shall be paid as follows:

a. Reproductions	Cost+10%
b. Postage & Deliveries	Cost+10%
c. Long Distance Telephone	Cost+10%
d. Authorized miscellaneous expenses	Cost+10%
e. Mileage	\$0.56.5/mile

C. Method of Payment:

Progress billings for all items of service will be made monthly based upon the percentage of work completed to date. The total fee indicated for each item of service will be billed upon completion of work in that category. Additional services will be billed monthly.

Payment of invoices are due upon receipt. Payments not received within thirty (30) days of the invoice date shall result in a suspension of further work on the project until all amounts are received and the account is current. Interest at the rate of 1-1/2% per month (18% per annum) shall be applied to all amounts due after 30 days of the invoice date.

IV. STANDARD PROVISIONS:

A. Exceptions:

The provisions outlined in the attached "Standard Provisions of Agreement Between Client and Consultant" are incorporated into this Agreement with the following exceptions:

1. "Standard Provisions" Item #52 shall be replaced with Paragraph VII. A. "Limitation of Liability", as stated herein.

2. Where other conditions of either this Agreement or the "Standard Provisions" appear to conflict, each shall be seen rather to enhance and amplify the other.

V. ASSUMPTIONS AND CONDITIONS:

The description of work and associated fees outlined in this Agreement take into consideration the following assumptions and conditions:

- 1) A site plan and building plans shall be supplied to CONSULTANT by CLIENT in AutoCAD format. CONSULTANT shall be entitled to rely on their accuracy and completeness.
- 2) Landscape plans shall be by others.
- 3) Area lighting plans shall be by others.
- 4) CONSULTANT will be provided a soils report containing as a minimum: grading, pad preparation and foundation specifications, pavement design alternates, trenching specifications, storm water percolation results, and any specific site conditions and mitigations.
- 5) Any required environmental documents, mitigations or identification of same are specifically excluded.
- 6) Fire Sprinkler Lines and fire hydrants, if any, shall be designed by a project fire safety engineer or design build contractor. Lines will be shown on the Civil Plans for horizontal and vertical control if available.
- 7) All other utilities are to be designed by others (power, gas, phone, CATV, communications, etc).
- 8) Profiles of storm and sanitary sewers are not necessary and are excluded.
- 9) Main extensions for utility lines and surface improvements beyond the immediate areas of design are assumed not necessary and are excluded.
- 10) Construction Staking services are excluded.
- 11) Permit Registration Documents (PRD's) to file with the State Water Quality Control Board are excluded.

VI. OWNER'S RESPONSIBILITIES:

See Paragraph V.

VII. GENERAL:

A. Limitation of Liability: (Supersedes Item #52 of the attached "Standard Provisions") - CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and CONSULTANT'S fees for services. Risks have been allocated such that the CLIENT agrees that to the fullest extent permitted by law, CONSULTANT'S total liability to the owner for any and all

injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement shall not exceed the total amount of this agreement and its amendments. Such causes include, but are not limited, to CONSULTANT'S negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

THEREFORE, the CLIENT agrees to limit CONSULTANT'S professional liability to the owner and to all construction contractors and sub-contractors or to any other company, organization, or individuals whether or not they are performing work on the project, due to any claim or any nature whatsoever arising out of or relating to the performance of professional services under this Agreement, such that the total aggregate liability of CONSULTANT to those named shall not exceed CONSULTANT'S fee for services rendered on the project.

It is agreed that if the professional services of CONSULTANT do not extend to, or include review and/or site observations of the Contractor's performance of work, CLIENT shall defend, indemnify and hold harmless CONSULTANT from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the contract documents or the accuracy or completeness of all information provided to CONSULTANT with respect to existing conditions.

B. Indemnity:

The CLIENT, by execution of this Agreement, agrees to indemnify and hold harmless CONSULTANT from any and all claims, losses and liability arising out of the negligent acts of CLIENT in the performance of this Agreement which is found not to have been directly caused by the sole negligence or willful misconduct of CONSULTANT.

CONSULTANT agrees to "indemnify" and hold CLIENT harmless from and against any and all losses, damage, claims, cost and fees to the extent caused by CONSULTANT'S negligent performance under this agreement. Furthermore, CONSULTANT agrees to indemnify CLIENT from and against any and all losses, damage, claims, cost and fees that is ultimately determined by the dispute resolution process to have been caused by and only to the extent of the CONSULTANT'S negligent act, error or omissions.

C. Reliance upon provided data:

CONSULTANT shall be entitled to rely upon the accuracy and completeness of the plans, services, information and reports furnished by CLIENT.

D. Hazardous Materials:

Except as provided in this Agreement, CONSULTANT and CONSULTANT'S sub-consultants shall have NO responsibility for the presence, discovery, handling, removal or disposal of, or exposure to persons of hazardous materials in any form at the project site or environs, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), fossil fuels or any other toxic substances.

E. Archaeological Findings:

Except as provided in this Agreement, CONSULTANT and CONSULTANT'S sub-consultants shall have NO responsibility for the presence, discovery, handling, removal or disposal of, archaeological finds or artifacts in any form at the project site or environs.

The above is mutually agreed to this 21st day of March, 2013.

CONSULTANT

CARROLL ENGINEERING, INC.
Engineers & Surveyors
1101 So. Winchester Blvd., Suite #H-184
San Jose, CA 95128-3903
408-261-9800 / FAX: 408-261-0595

Robert V. Henry, Associate Engineer
RCE License No. 60443

CLIENT

GELFAND PARTNERS ARCHITECTS
165 Tenth Street – Suite #100
San Francisco, CA 94103
415-346-4040 / FAX: 415-346-4103
Attn: Kate Voshell
Email: Kate@gelfand-partners.com

By

Title

Standard Provisions of Agreement Between Client and Consultant, attached hereto as part of this document, signed/initialed and agreed to in its entirety:

_____ Consultant Initials

_____ Client Initials

Gelfand-Whittier ES-Portable Relocation Agr.

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
12/20/2013


PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Gelfand Partners Architects 165 Tenth Street, Suite 100 San Francisco, CA 94103	INSURERS AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co. INSURER B: Hartford Accident & Indemnity INSURER C: U.S. Specialty Insurance Compan INSURER D: Sentinel Insurance Co. LTD INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	57SBWBF4225	08/24/13	08/24/14	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GENERAL LIAB			FIRE DAMAGE (Any one fire) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.			MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$2,000,000
D	AUTOMOBILE LIABILITY	57UEGUN8614	08/24/13	08/24/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	57SBWBF4225	08/24/13	08/24/14	EACH OCCURRENCE \$5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$5,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10000				\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57WBGEX7080	08/07/13	08/07/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	US1324179	08/01/13	08/01/14	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**PROJECT: OUSD Whittier Portable Installation****Oakland Unified School District, its directors, officers, employees, and representatives are named as****Additional Insureds to General and Auto Liability per policy form wording.**

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Oakland Unified School District Facilities Planning & Mgmt. Attn: Susie Butler-Berkley 955 High Street Oakland, CA 94601		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

Insured: Gelfand Partners Architects
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBWBF4225
Policy Effective Date: 08/24/13
Additional Insured:

PROJECT: OUSD Whittier Portable Installation Oakland Unified School District, its directors, officers, employees, and representatives

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE

Insured: Gelfand Partners Architects

Policy Number: 57UEGUN8614

Policy Effective Dates: 08/24/13

Additional Insured:

PROJECT: OUSD Whittier Portable Installation Oakland Unified School District, its directors, officers, employees, and representatives

Additional Insured: SECTION II – LIABILITY COVERAGE

1. WHO IS AN INSURED: The following are “insureds”
- c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

- a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
- c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

Cross Liability Clause: SECTION V – DEFINITIONS

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

EXCERPTS FROM HA9916 (0302)
HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

Board Office Use: Legislative File Info.	
File ID Number	13-0687
Committee	Facilities
Introduction Date	4/24/2013
Enactment Number	13-0692
Enactment Date	4/24/13



OAKLAND UNIFIED
SCHOOL DISTRICT

13-0687 Facilities Planning and Management

Memo

To Board of Education

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

Board Meeting Date April 24, 2013

Subject Small Design Contract - Gelfand/RNP Whittier Portable Installation Project

Action Requested Approval by the Board of Education of a Small Design Contract with Gelfand/RNP for Design Services on behalf of the Whittier Portable Installation Project, in an amount not-to exceed \$31,200.00. The term of this Agreement shall commence on April 24, 2013 and shall conclude no later than December 31, 2013.

Background Whittier site program is growing and need of more class space.

Local Business Participation Percentage 36.00%

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.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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 a Small Design Contract with Gelfand/RNP for Design Services on behalf of the Whittier Portable Installation Project, in an amount not to exceed \$31,200.00. The term of this Agreement shall commence on April 24, 2013 and shall conclude no later than December 31, 2013.

Fiscal Impact

County School Facilities Fund

Attachments

- Small Design Contract including scope of work

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

Whittier Portable Installation Project

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **22th day of February, 2013** by and between the Oakland Unified School District, Oakland, California ("District") and **Gelfand/RNP** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

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

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

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

The scope of the project is to provide design and construction documents for installation of two (2) district owned classroom portables. Provide design of electrical, data, intercom, fire alarm, and intrusion alarm system per the district standard. Existing electrical power distribution system will be monitored to assess the possible installation of two (2) portables.

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

The project will commence April 24, 2013 and conclude no later December 31, 2013.

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:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Thirty-one thousand, two hundred dollars (\$31,200.00)**. 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.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.**

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

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
21. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a 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:

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

Consultant:

Lisa Gelfand
Gelfand/RNP
165-10th Street, Suite 100
San Francisco, CA 94103

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.

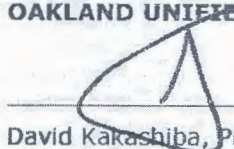
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

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

 3-11-2013

Susie Butler-Berkley
Contract Analyst

OAKLAND UNIFIED SCHOOL DISTRICT


David Kakashiba, President, Board of Education

Date: 4/25/13


Edgar Rakestraw, Jr., Secretary, Board of Education

Date: 4/25/13


Timothy White, Associate Superintendent Facilities Planning and Management

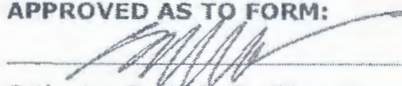
Date: 4/2/13

GELFAND/RNP



3/8/13

APPROVED AS TO FORM:


Catherine Boskoff, Facilities Counsel

Date: 3.11.13

File ID Number: 13-0687
Introduction Date: 4/24/13
Enactment Number: 13-0692
Enactment Date: 4/24/13
By: OX

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

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

(Please see Gelfand/RNP attached proposal)

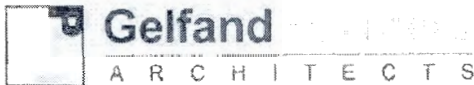


EXHIBIT A

February 15, 2013

Kenya Chatman
Project Manager
Oakland Unified School District
900 High Street
Oakland, CA 94601

Project: **Whittier Temporary Portable Classrooms** - #13103

Dear Kenya:

Thank you for giving us the opportunity to propose architectural services for two interim portables to be placed on the Whittier campus during summer 2013.

We propose to meet with Oakland USD staff and to prepare documents for necessary site work to accommodate two new modular buildings to be provided by OUSD. We will meet with the Oakland Fire Department to coordinate the building location and will submit the plans for approval to DSA. The proposed location per the attached plan is the basis of our proposal. We exclude additional fire separation work or extensive routing of services should a more remote location be selected. Preapproved construction documents and site requirements will be provided by the District.

We propose fees as follows:

Architectural fees		\$15,000
MEP engineer fees	@ \$12,000 x 1.1	\$13,200
TOTAL FEES		\$28,200

Our design team will be as follows:

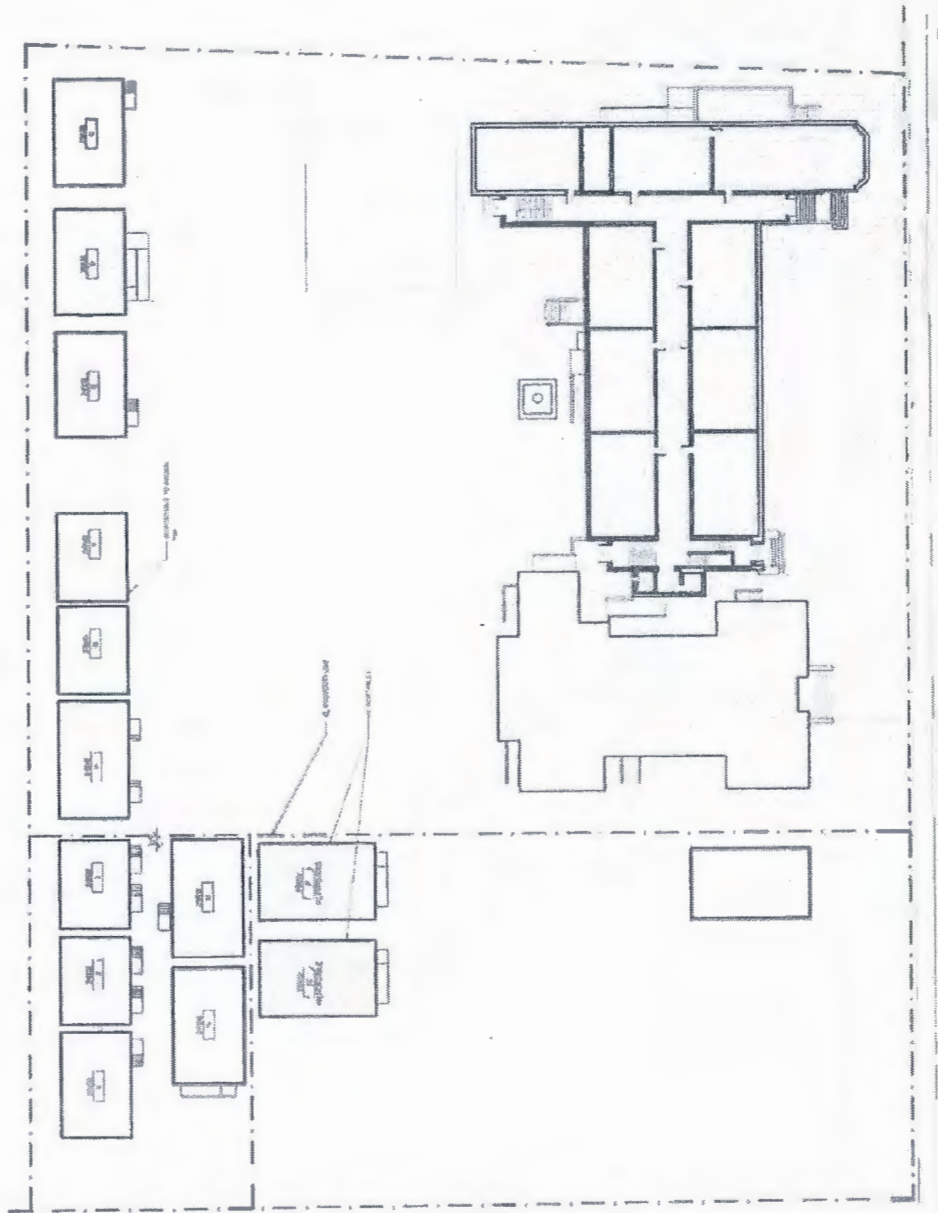
Architect	Gelfand Partners Architects Lisa Gelfand, AIA, Principal-in-Charge Kate Voshell, AIA, Project Architect
Electrical Engineer	YEI Engineering

Please budget \$3000 for possible reimbursable expenses such as reprographics. DSA and Fire Department review fees are excluded. We look forward to continuing a mutually beneficial and enjoyable relationship with Oakland Unified School District.

Yours,
Gelfand Partners Architects

A handwritten signature in dark ink, appearing to read "Lisa Gelfand", written over a faint, larger signature.

Lisa Gelfand, AIA, LEED
Principal



PROPOSED PORTABLE PLAN

2

SCALE 3/8"



ENGINEERS, INC.

Electrical • Mechanical

February 12, 2013

Ms Kate Voshell
Gelfand Partners Architects
165 Tenth St., Suite 100
San Francisco, CA 94607

Re: OUSD Whittier Greenleaf Elementary School
Electrical and Mechanical Engineering Design Services for 2 new portables
(YEI No. P13-022FP)

Dear Ms Voshell,

YEI Engineers, Inc. is most pleased to submit the design fee proposal and scope of work for this project. Based on the email description on 2/5/13, the following describes our understanding of the scope of work for the proposed project:

Provide power connection, plumbing design, fire alarm connection and empty communication raceway system to two pre-wired modular portable classrooms.

1. YEI Engineers, Inc. will provide construction document and construction support mechanical and electrical engineering.
2. YEI will perform a field survey and review electrical as-built drawings of existing site utilities distribution.
3. Extent of the electrical design work shall be limited to provide electrical connection and empty communication raceway to two modular portables.
4. Extent of mechanical work shall be limited to provide domestic water and sewer line connection to two modular portables.
5. YEI will provide load calculation of electrical service per modular portable classroom load provided by vendor.
6. YEI will provide electrical and plumbing drawings and specifications for construction document.
7. YEI will response to DSA review comments.
8. YEI will perform construction administration support including RFI response, submittal review and final inspection.

Items not included in the Scope of Work:

1. Hazardous material abatement is not part of the Scope of Work.
2. Bidding Assistance is not part of the Scope of Work.
3. Site utility plans shall be provided by the Oakland School District.
4. Assumed existing campus has adequate electrical and water capacity. Electrical and utility upgrade is not part of the scope.
5. Interior power, lighting, HVAC, plumbing and fire alarm design of the modular portable classroom are not part of the Scope of Work.

Modifications to the Scope of Work for the proposed project may be required during the preliminary design phase. Should these services be required and/or desired, we will provide additional services based on the hourly rate and your approval will be sought prior to the commencement of these services.

YEI proposes a lump sum budget of \$12,000 to perform MEP engineering design services.

We appreciate the opportunity to further discuss our proposed level of effort and to resolve any work scope and level of effort with you. If the fee proposal is acceptable, please sign the space below and fax it to (510) 383-1057. Please feel free to call me at (510) 383-1050 should you have any further questions. Thank you again.

Sincerely,

Please sign here if accepted



George Cheung
Principal

Kate Voshell (Gelfand Architects)

Information regarding Consultant:

Consultant: Lisa Gelfand

License No.: C 17265

Address: 165 10th Street, Suite 100
SAN FRANCISCO, CA 94103

Telephone: (415) 346-4040

Facsimile: (415) 346-4103

E-Mail: Lisa@gelfand-partners.com

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: CA

☐ Limited Liability Company

☐ Other: _____

94-3281925

Employer Identification and/or Social Security Number

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

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:

3/8/13

Proper Name of Consultant:

LISA Gelfand

Signature:

[Handwritten Signature]

Print Name:

LISA GELFAND

Title:

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.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

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

Name: Lisa Gelfand

Title: President

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

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

Date: 3/8/13

Proper Name of Consultant: Lisa Gelfand

Signature: [Signature]

Print Name: LISA GELFAND

Title: PRESIDENT

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

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

Date:

3/8/13

Proper Name of Consultant:

LISA GELFAND

Signature:

[Handwritten Signature]

Print Name:

LISA GELFAND

Title:

PRESIDENT

AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Information			
Project Name	Whittier Portable Installation	Site	163
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Gelfand Partners	Agency's Contact	Lisa Gelfand				
OUSD Vendor ID #	V054379	Title	Architect of Design				
Street Address	165 – 10 th Street, Suite 100	City	SF	State	CA	Zip	94103
Telephone	510-346-4040	Policy Expires	8-24-2014				
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes x No				
OUSD Project #	13103						

Term			
Date Work Will Begin	4-10-2013	Date Work Will End By (not more than 5 years from start date)	2-1-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$37,450.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 6,775.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities Fund	1639003890	6215	\$6,775.00

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
	Division Head		Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved		12/23/11	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved		1-7-14	
	Associate Superintendent, Facilities Planning and Management				
3.	Signature	Date Approved			
	Deputy Superintendent				
4.	President, Board of Education				
5.	Signature	Date Approved			