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Enactment Date	9-23-14 y



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date September 23, 2014

Subject Agreement for Pre-Construction Services - Project Frog - Whittier Elementary School Expansion-New Construction Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Project Frog for Pre-Construction Services on behalf of the District at the Whittier Elementary School Expansion-New Construction Project, in an amount not-to exceed \$92,547.00. The term of this Agreement shall commence on September 10, 2014 and shall conclude no later than June 12, 2015.

Background Whittier Expansion Project for school going from K-5 to 8th grade.

Local Business Participation Percentage 0.00% (Sole Source)

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs,



noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Project Frog for Pre-Construction Services on behalf of the District at the Whittier Elementary School Expansion-New Construction Project, in an amount not-to exceed \$92,547.00. The term of this Agreement shall commence on September 10, 2014 and shall conclude no later than June 12, 2015.

Fiscal Impact

Measure J, Fund 21

Attachments

- Independent Consultant Agreement for Professional Services
- Proposal
- Certificate of Insurance

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Whittier Elementary School Expansion- New Construction

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 9th day of August, 2014 by and between the Oakland Unified School District, Oakland, California ("District") and Project Frog ("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 pre-construction for design coordination for pre-engineered componentized building solution for two buildings which consists of four classrooms, one unisex restroom POD per classroom, janitors storage/mop sink closet for a total of six thousand, sixty square feet (6,060).

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

The project commences September 10, 2014 and conclude no later than June 12, 2015.

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

Signed Agreement
 Workers' Compensation Certification
 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 **Ninety-two thousand, five hundred forty-seven dollars and no cents(\$92,547.00)**. 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's drawings, specifications, and other design documents prepared for the Project (the "Design Documents") are instruments of professional service and shall remain Consultant's property, including any copyrights or other intellectual property rights embodied therein. Notwithstanding the foregoing, Consultant understands and agrees that the District shall have a perpetual, royalty-free license to use the Design Documents for the construction, use and occupancy of the Project.

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, (including reasonable attorneys' fees), 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, 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. Notwithstanding the foregoing, Consultant's obligation shall not extend to the active negligence or willful misconduct of the indemnified parties.

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: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."
- 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. Consultant's Commercial General Liability policy shall include an endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured. 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:

Ann Hand
Project Frog
501 Second Street, Suite 120
San Francisco, CA 94107

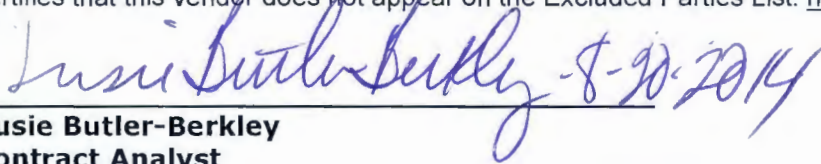
Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days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

- 28. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 29. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 30. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 31. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 32. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 33. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 34. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 35. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 36. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

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

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


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



Susie Butler-Berkley
Contract Analyst

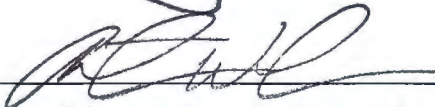
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT




David Kakashiba, President, Board of Education

Date: 9/24/14



Antwan Wilson, Superintendent and
Secretary, Board of Education

Date: 9/24/14



Timothy White, Associate Superintendent Facilities
Planning and Management

Date: _____

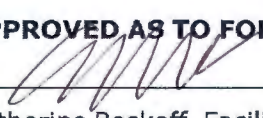
PROJECT FROG



Ann Hand, Chief Executive Officer

8/18/14

APPROVED AS TO FORM:



Catherine Boskoff, Facilities Counsel

Date: 8.20.14

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File ID Number: 14-1816
Introduction Date: 9-23-14
Enactment Number: 14-1696
Enactment Date: 9-23-14
Rv:

Information regarding Consultant:

Consultant: Project Frog Inc

Federal Tax ID #56-2553640 :
Employer Identification and/or Social
Security Number

License No.: N/A

Address: 501 2nd St Suite 120 San Francisco
Ca 94107

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.

Telephone: 415-814-8573

Facsimile: _____

E-Mail: Rhodes@projectfrog.com

Type of Business Entity:

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

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: Micheala Chlouba

Title: Platform Director

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

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

Date: 8/18/14

Proper Name of Consultant: Project Frog Inc

Signature: 

Print Name: Aaron Rhodes

Title: Director of Preconstruction

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: 8/18/14

Proper Name of Consultant: Project Frog Inc

Signature: 

Print Name: Aaron Rhodes

Title: Director of Preconstruction

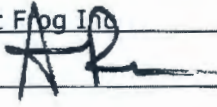
(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

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: 8/18/14

Proper Name of Consultant: Project Fog Inc

Signature: 

Print Name: Aaron Rhodes

Title: Director of Preconstruction

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

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

(PLEASE SEE THE ATTACHED PROPOSAL FROM Project Frog, Inc.)



**WHITTIER ELEMENTARY SCHOOL
OAKLAND UNIFIED SCHOOL DISTRICT**

EXHIBIT A: SCOPE OF DESIGN SERVICES

1. PFI CONSULTING ROLE

Project Frog, Inc (PFI) shall work in cooperation with the Oakland Unified School District (DISTRICT), the District's Architect (ARCHITECT) and such other entities as District shall designate, to review and comment on the plans and specifications as they relate the component buildings for the Project at Whittier Elementary School (PROJECT). The Architect shall remain responsible for completing, stamping, and issuing final construction documents to DSA. Notwithstanding the above, District acknowledges that PFI is not the Architect for the project and that PFI responsibilities outlined herein shall not include the design of the entire Project, which is the responsibility of the Architect. Project Frog design scope is limited to 5' from the perimeter of the following Project Frog componentized buildings:

Bright Pack 2LG+K

(2) large 1440 sf classrooms
(1) interior bath pod in each classroom
Subtotal: 2,880 square feet

Bright Pack 2LG+K+S

(2) large 1440 sf classrooms
(1) interior bath pod in each classroom
(1) exterior storage pod
Subtotal: 3,255 square feet

2. COMPONENT BUILDING DESIGN ASSUMPTIONS

Site Design Assumptions

- a) Buildings sited with adequate setbacks; no change to fire wall rating (*see Site Plan*)

Structural Design Assumptions

- a. Site Soil Class D as defined by ASCE 7-10
- b. Lateral Conditions
 - i. Short Period Site Spectral Acceleration of $S_s=2.5g$ or less
 - ii. Long Period Site Spectral Acceleration of $S_1=1.0g$ or less
- c. Grade changes in grade not to exceed 48"
- d. Exterior Finish not to exceed 10 psf

* Sites with poorer soil conditions *may* be able to be accommodated with modifications to the foundation if seismicity is lower; sites with higher seismicity *may* be able to be accommodated as-is if the soil conditions are better. Such special cases would require a site-specific investigation.



3. ARCHITECTURE AND ENGINEERING SERVICES

PFI DESIGN SCOPE INCLUSIONS

The Architect will manage design and construction administration for the entire project. As the design scope relates to PFI Component Buildings, PFI design scope includes the following:

a) PFI Schematic Design and Design Development Scope

- i. Coordinate building design with Architect of Record
- ii. Coordinate and contract Structural Engineering
- iii. Coordinate and contract MEPF+S Engineering (furnace, heating only)
- iv. Participate in design & client coordination meetings

b) PFI Construction Documents Scope

- i. Coordinate the Architectural Design Package.
- ii. Coordinate the Structural Engineering Package
- iii. Coordinate the Mechanical, Electrical, Plumbing, Fire Protection Package
- iv. Specifications of PF Components
(see Section 4.c Draft PFI Specifications Index)
- v. Participate in DSA permitting meetings
- vi. Assist bidding and contracting

c) Draft PFI Specifications Index

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01 83 00	Facility Structural Performance Requirements
05 12 00	Structural Steel
05 31 00	Steel Decking
06 10 00	Rough Carpentry
06 18 50	Structural Glued Laminated Timber
07 41 69	Insulated Metal Roof Assembly (R2)
07 68 00	Extruded Metal Flashing And Trim
08 40 00	Aluminum Entrances, Storefronts, And Curtain Walls
12 24 13 16	Motorized Roller Shades
12 32 16	Plastic-Laminate-Faced Casework Assemblies
13 00 00	Interior Bathroom Pod Assembly
13 00 00	Exterior Storage Pod Assembly



4. PFI DESIGN SCOPE EXCLUSIONS

- a) Site Survey
- b) Soil Report
- c) Construction administration services
- d) Design/Construction schedule and maintenance (Note: Architect must seek Frog's written approval prior to finalizing any schedule that may impact Frog)
- e) Programming, phasing or financing
- f) DSA approval, administration, and documentation (Frog will assist Architect as needed in technical matters related to Frog's buildings as required)
- g) Administration of District and public agency reviews and approvals
- h) Compliance with District Standards
- i) IOR communication, coordination, administration
- j) Site design (including evaluation and documentation of existing conditions)
- k) Design and specification of interior finishes (if other than base design, painted gyp)
- l) Design and specification of exterior finishes (if other than base design, stucco)
- m) Design, specification, and detailing of "modifications" to PFI componentized building Project Frog. Note: PFI will review proposed "modifications"
- n) Design administration related to certifications e.g. CHPS, LEED, Energy Star, etc
- o) Fire and Safety (F/S) and Mechanical, Electrical, and Plumbing (MEP) services beyond footprint of each Project Frog Building
- p) No special acoustical requirements or acoustical treatments if required beyond the current design build install project scope
- q) Design scope and coordination that results from conditions that vary from design assumptions (see Section 2: PFI Component Building Design Assumptions)
- r) Non-structural "modifications" to PFI Component Building, which may include elements such as *additional* non-load-bearing interior partitions, additional interior doors, built-in cabinetry, etc
- s) All reprographics

5. DISCLOSURE

Recipient shall not use any design documents for any purpose other than to procure and/or construct a Project Frog Componentized Building. Recipient shall not disclose any Confidential Information to third parties. Recipient shall not reverse engineer, disassemble, decompile, or reuse any design documents that are provided to Recipient under this Agreement.



6. COMPONENT BUILDINGS PRODUCTS (for reference)

PFI COMPONENT INCLUSIONS

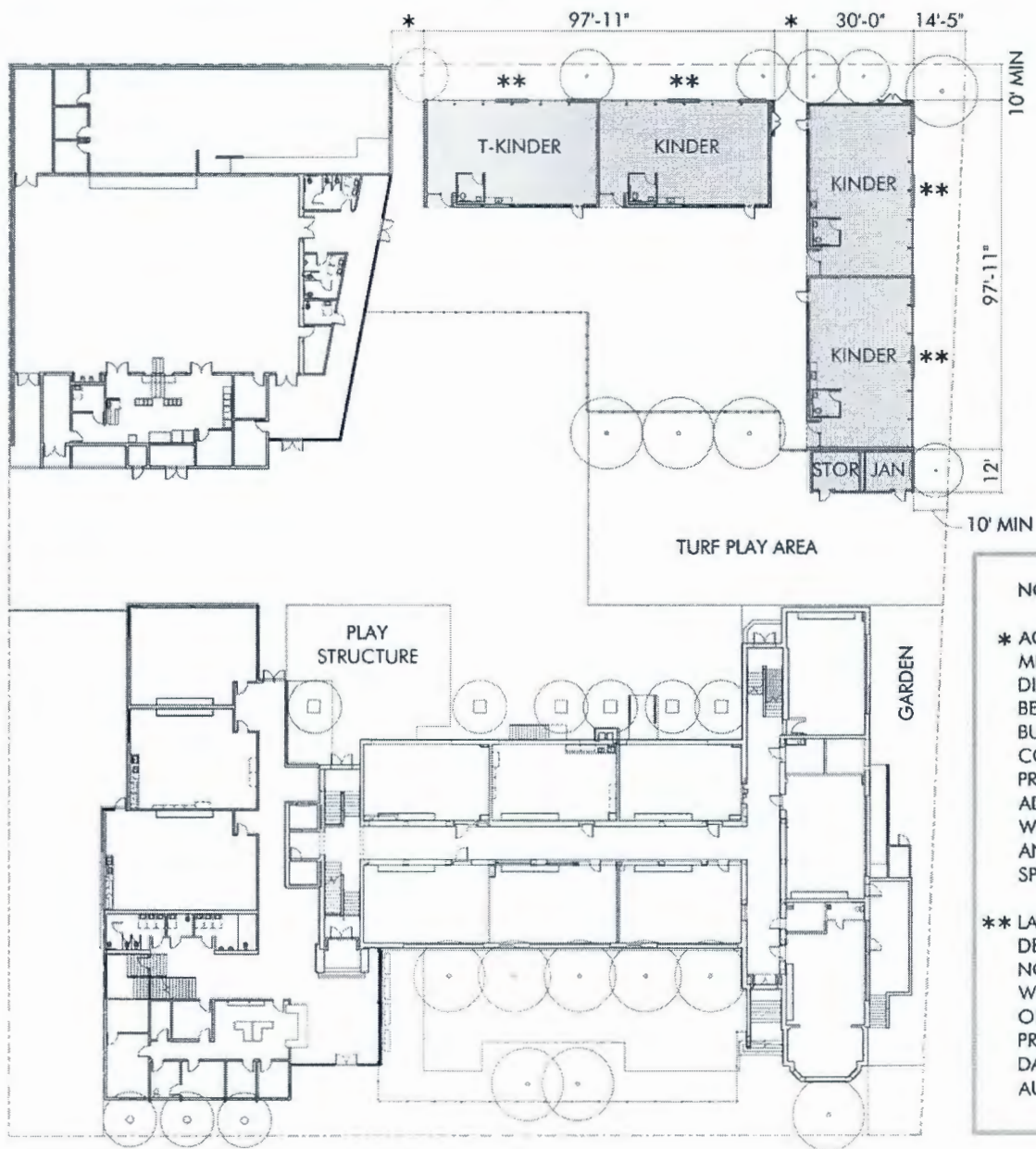
- a) STRUCTURE, wall panels, glulam beams, and columns
- b) MISC METALS, including beam connections and base plates
- c) METAL DECK, acoustical deck as finished ceiling
- d) GLAZING, aluminum window systems and metal window flashings
- e) STOREFRONT DOORS & HARDWARE
- f) MOTORIZED WINDOW SHADES
- g) ROOFING, insulated standing seam metal roof system, gutters & downspouts
- h) ELECTRICAL, Lantana light fixtures and controls, modular wiring and receptacles
- i) FASTENERS & HARDWARE, excluding typical nails
- j) INTERIOR RESTROOM PODS, includes interior wall and ceiling finishes, fixtures,
 - i. In-wall plumbing-electrical, toilet partitions, accessories (excludes restroom flooring)
- k) EXTERIOR STORAGE PODS, includes interior wall, ceiling finish, fixtures)
- l) SHIPPING is included based on rates to San Francisco Bay Area

PFI COMPONENT EXCLUSIONS

- a. SITEWORK:
 - i. Demolition of Existing Structure(s)
 - ii. Excavation/Grading/Building Pad Prep
 - iii. Foundations and Slab on Grade, anchor bolts
 - iv. Utilities Connection (Electrical, Gas, Sewer, Storm, Sanitary, etc)
 - v. Hardscape at Entrances, including any ramps or stairs if required
- b. FINISHES
- c. MODIFICATIONS: non-structural additions designed by AOR
- d. TOILET POD FLOORING
- e. LANDSCAPE & IRRIGATION, including any Site Furnishings
- f. FURNITURE, FIXTURES, & EQUIPMENT
- g. SIGNAGE
- h. CASEWORK other than (1) sink/classroom
- i. HOLLOW METAL DOORS, FRAMES, AND HARDWARE
- j. HVAC & PLUMBING
- k. LOW VOLTAGE (A/V, TELE/DATA, SECURITY)

7. SITE PLAN

Project Frog Componentized Buildings indicated in blue.



NOTE:

- * AOR TO ASSIGN MINIMUM DISTANCE BETWEEN BUILDINGS PER CODE TO PRECLUDE ADDITIONAL FIRE WALL RATINGS AND/OR FIRE SPRINKLERS
- ** LANDSCAPE DESIGN SHOULD NOT BLOCK WINDOWS IN ORDER TO PRESERVE DAYLIGHT AUTONOMY



**WHITTIER ELEMENTARY SCHOOL
OAKLAND UNIFIED SCHOOL DISTRICT**

EXHIBIT B: FEE SCHEDULE

2014 Project Frog Inc Hourly Rate Schedule

Project Frog, Inc.
Standard Hourly Rates*

Platform VP	\$500
Designer/Innovation	
Director	\$300
Designer Manager	\$200
Structural Engineer	\$200
MEP – Associate	\$180
Supply Chain/Logistics	\$175
MEP – Engineer	\$160
Electrical – Engineer	\$160
Designer Junior	\$150

** All rates are subject to escalation up to 3% per calendar year*

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

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

(PLEASE SEE THE ATTACHED PROPOSAL FROM Project Frog, Inc.)

EXHIBIT A



July 18, 2014

Kenya Chatman
Project Manager, Oakland Unified School District
955 High St
Oakland Ca 94601

RE: Project Frog Building Preconstruction Services Proposal for Oakland Unified, Whittier Elementary School, Two Single Story Classroom Buildings.

Dear Kenya,

Thank you for inviting Project Frog to participate in the proposed project at Oakland Unified at Whittier Elementary School to deliver high quality, environmentally sustainable and architecturally attractive classroom buildings.

The attached design proposal is for a Project Frog Pre-Engineered Componentized Building Solution at the Whittier Elementary School site. This proposal scope includes (2) buildings which consist of (4) classrooms and (1) unisex restroom POD per classroom, and a janitors storage and mop sink closet for a total of 6,060 square feet.

At your suggestion, we are submitting this proposal for preconstruction services in collaboration with Gelfand Partners (GP) as the Architect of Record (AOR).

We very much look forward to getting started to ensure a successful 2015 project completion.

Respectfully,

Aaron Rhodes
Director of Preconstruction
Project Frog Inc.
501 Second Street, Suite 120
San Francisco Ca 94107



July 18, 2014

Re: **Proposal for Technical Coordination and Engineering Services
Whittier Elementary School**

This exhibit outlines the proposal by Project Frog for Oakland Unified that will help form the basis of an agreement between the parties.

I. CONTRACTING PARTIES

- A. Client: Oakland Unified School District**
Contact: Kenya Chatman
OUSD Project Manager
955 High St
Oakland, CA 94601
- B. Consultant: Project Frog, Inc.**
Contact: Aaron Rhodes
Director of Preconstruction
501 Second Street, Suite 120
San Francisco, CA 94107

II. PROJECT DESCRIPTION

Project Frog ("Consultant") is assigned with collaborating with Gelfand Partners ("Architect of Record") to provide architectural, structural, mechanical, electrical (power, lighting and fire alarm systems), plumbing, and fire sprinkler design engineering services for (2) Project Frog Kinder Classroom Buildings with janitor dry and wet storage at Whittier Elementary School. The scope of Pre-Construction services will include design, DSA permit procurement, bidding, and contracting assistance as related to the attached exhibit titled "Project Frog Component Building Inclusions and Exclusions".

III. TECHNICAL COORDINATION AND ENGINEERING SERVICES

1. Schematic Design and Design Development Stage (with respect to Frog buildings)
 - a. Coordinate building design with Architect of Record
 - b. Coordinate and contract structural Engineering
 - c. Coordinate and contract MEPF+S Engineering (furnace, heating only)
 - d. Participate in design & client coordination meetings
2. Construction Drawing Stage (with respect to Frog buildings)
 - a. Coordinate the Architectural Design Package
 - b. Coordinate the Structural Engineering Package
 - c. Coordinate the Mechanical, Electrical, Plumbing, Fire Protection Package
 - d. Specifications of Project Frog Components
(Reference attached Project Frog Component Building Inclusions)
 - e. Participate in DSA permitting meetings



- f. Assist bidding and contracting

IV. STRUCTURAL DESIGN ASSUMPTIONS

1. Soil Conditions
 - a. Site Soil Class D as defined by ASCE 7-10
2. Lateral Conditions (wind and seismic)
 - a. Short Period Site Spectral Acceleration of $S_s=2.5g$ or less
 - b. Long Period Site Spectral Acceleration of $S_1=1.0g$ or less
3. Grade
 - a. Changes in grade not to exceed 48"
4. Exterior Finish
 - a. Not to exceed 10 psf

* Sites with poorer soil conditions *may* be able to be accommodated with modifications to the foundation if seismicity is lower; sites with higher seismicity *may* be able to be accommodated as-is if the soil conditions are better. Such special cases would require a site-specific investigation.

V. ATTACHMENTS; accessible on Box, click highlighted yellow; PFI Proposal Attachments - OUSD Whittier

1. 2014_7_18 Whittier Site Plan
2. Referenced DSA Drawings – 2Pack Kinder Set
3. Project Frog Component Building Inclusions and Exclusions

VI. EXCLUSIONS

We recognize that this proposal is for design services only in connection with the Project Frog Component Buildings, and is not a proposal covering any aspects of the construction or construction administration of the remaining site build-out of the overall project. Accordingly, the following services are not included in this project, but can be added by written modification to this proposal.

1. Site Survey
2. Soil Report
3. Construction administration services*
4. Design/Construction schedule and maintenance. AOR must seek Frog's written approval prior to finalizing any schedule that may impact Frog.
5. Programming, phasing or financing
6. DSA approval, administration, and documentation (Frog will assist AOR as needed in technical matters related to Frog's buildings as required).
7. OAC weekly meeting administration and attendance
8. Coordination with public agencies and districts
9. Administering client reviews and approvals
10. IOR communication, coordination, administration
11. Site design (including evaluation and documentation of existing conditions)



12. Design, specification, and detailing of interior finishes.
13. Design services exclude changes to exterior finish selection and detailing as shown in the attached reference drawing set. Project Frog will review any proposed changes with AOR.
14. Design and administration related to certifications e.g. CHPS, LEED, Energy Star, etc.
15. Fire and Safety (F/S) and Mechanical, Electrical, and Plumbing (MEP) services beyond footprint of each Project Frog Building.
16. No special acoustical requirements or acoustical treatments if required beyond the current design build install project scope.
17. Design services exclude scope whereby soil, lateral (seismic and wind), and/or grade conditions vary from section IV above.

** Scope and pricing to be defined in subsequent contract if required*

VI. BASIS OF COMPENSATION

Consultant proposes to perform the services outlined above as part of this Proposal. Services are invoiced on a milestone completed basis, and billed as set forth in section VII.

<u>Service Deliverables</u>	<u>Estimated Fee</u>
Technical coordination, design and engineering services	\$92,547

Reimbursable expenses associated with a project include reproductions if required for formal agency submission. They are itemized separately and are billed at cost plus 10% handling charge.

VII. PAYMENT TERMS

Services will be billed as follows:

1. 30% due at Schematic Design (SD Phase) stage
2. 50% due at Design Development (DD Phase) stage
3. 10% due upon issuance of 100% for DSA approved Drawings and Specs

Any additional work will be billed per the rate schedule below.



VIII. FEE SCHEDULE

2014 Hourly Rate Schedule

Project Frog, Inc.
Standard Hourly Rates*

Platform VP	\$500
Designer/Innovation Director	\$300
Designer Manager	\$200
Structural Engineer	\$200
MEP – Associate	\$180
Supply Chain/Logistics	\$175
MEP – Engineer	\$160
Electrical – Engineer	\$160
Designer Junior	\$150

* All rates are subject to escalation up to 3% per calendar year

Payment may be sent via check to:

Project Frog, Inc.
501 Second Street, Suite 120
San Francisco, CA 94107

Payments due Project Frog, Inc. and unpaid beyond 30 days of date of invoice will bear finance charges beginning from thirty days after the issue of invoice compounded at 1.5 percent per month. Ninety percent of the payments for one phase are requested prior to the commencement of the subsequent phase.

Thank you for your interest and confidence in our ability to serve you on this exciting project. Please indicate your authorization to proceed with the project by returning a signed copy of this letter to our office.

Kenya Chatman
Project Manager

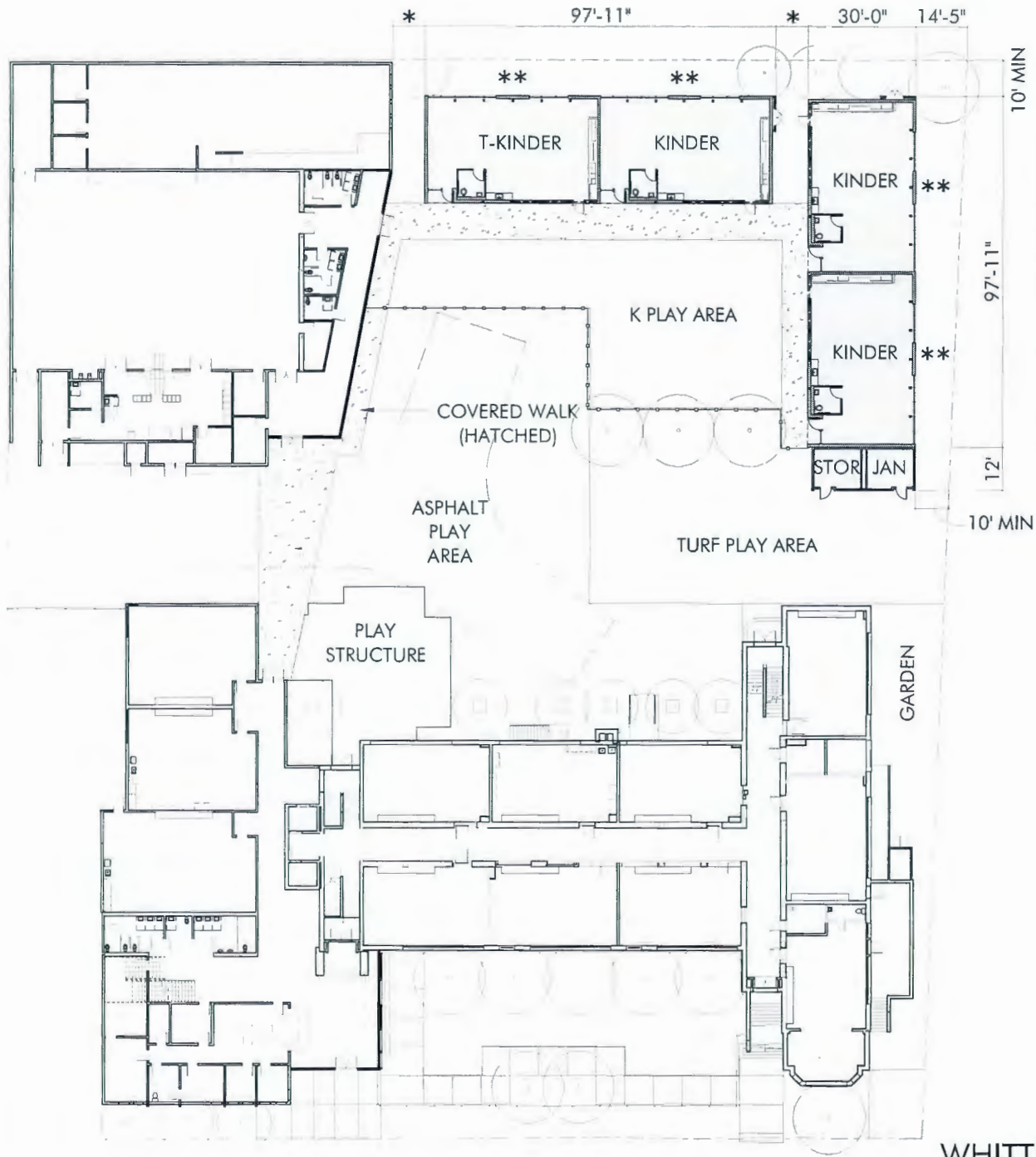
Aaron Rhodes
Director of Pre-Construction

Date

Date



Proposal valid for 30 days from date of signing.



NOTES:

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WHITTIER ELEMENTARY SCHOOL - OUSD

**WHITTIER ELEMENTARY SCHOOL
OAKLAND UNIFIED SCHOOL DISTRICT**

EXHIBIT A: SCOPE OF DESIGN SERVICES

1. PFI CONSULTING ROLE

Project Frog, Inc (PFI) shall work in cooperation with the Oakland Unified School District (DISTRICT), the District's Architect (ARCHITECT) and such other entities as District shall designate, to review and comment on the plans and specifications as they relate the component buildings for the Project at Whittier Elementary School (PROJECT). The Architect shall remain responsible for completing, stamping, and issuing final construction documents to DSA. Notwithstanding the above, District acknowledges that PFI is not the Architect for the project and that PFI responsibilities outlined herein shall not include the design of the entire Project, which is the responsibility of the Architect. Project Frog design scope is limited to 5' from the perimeter of the following Project Frog componentized buildings:

Bright Pack 2LG+K

(2) large 1440 sf classrooms

(1) interior bath pod in each classroom

Subtotal: 2,880 square feet

Bright Pack 2LG+K+S

(2) large 1440 sf classrooms

(1) interior bath pod in each classroom

(1) exterior storage pod

Subtotal: 3,255 square feet

2. COMPONENT BUILDING DESIGN ASSUMPTIONS

Site Design Assumptions

- a) Buildings sited with adequate setbacks; no change to fire wall rating (*see Site Plan*)

Structural Design Assumptions

- a. Site Soil Class D as defined by ASCE 7-10
 b. Lateral Conditions
 i. Short Period Site Spectral Acceleration of $S_s=2.5g$ or less
 ii. Long Period Site Spectral Acceleration of $S_1=1.0g$ or less
 c. Grade changes in grade not to exceed 48"
 d. Exterior Finish not to exceed 10 psf

* Sites with poorer soil conditions *may* be able to be accommodated with modifications to the foundation if seismicity is lower; sites with higher seismicity *may* be able to be accommodated as-is if the soil conditions are better. Such special cases would require a site-specific investigation.



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The Architect will manage design and construction administration for the entire project. As the design scope relates to PFI Component Buildings, PFI design scope includes the following:

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(see Section 4.c Draft PFI Specifications Index)
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4. PFI DESIGN SCOPE EXCLUSIONS

- a) Site Survey
- b) Soil Report
- c) Construction administration services
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- m) Design, specification, and detailing of "modifications" to PFI componentized building Project Frog. Note: PFI will review proposed "modifications"
- n) Design administration related to certifications e.g. CHPS, LEED, Energy Star, etc
- o) Fire and Safety (F/S) and Mechanical, Electrical, and Plumbing (MEP) services beyond footprint of each Project Frog Building
- p) No special acoustical requirements or acoustical treatments if required beyond the current design build install project scope
- q) Design scope and coordination that results from conditions that vary from design assumptions (*see Section 2: PFI Component Building Design Assumptions*)
- r) Non-structural "modifications" to PFI Component Building, which may include elements such as *additional* non-load-bearing interior partitions, additional interior doors, built-in cabinetry, etc
- s) All reprographics

5. DISCLOSURE

Recipient shall not use any design documents for any purpose other than to procure and/or construct a Project Frog Componentized Building. Recipient shall not disclose any Confidential Information to third parties. Recipient shall not reverse engineer, disassemble, decompile, or reuse any design documents that are provided to Recipient under this Agreement.



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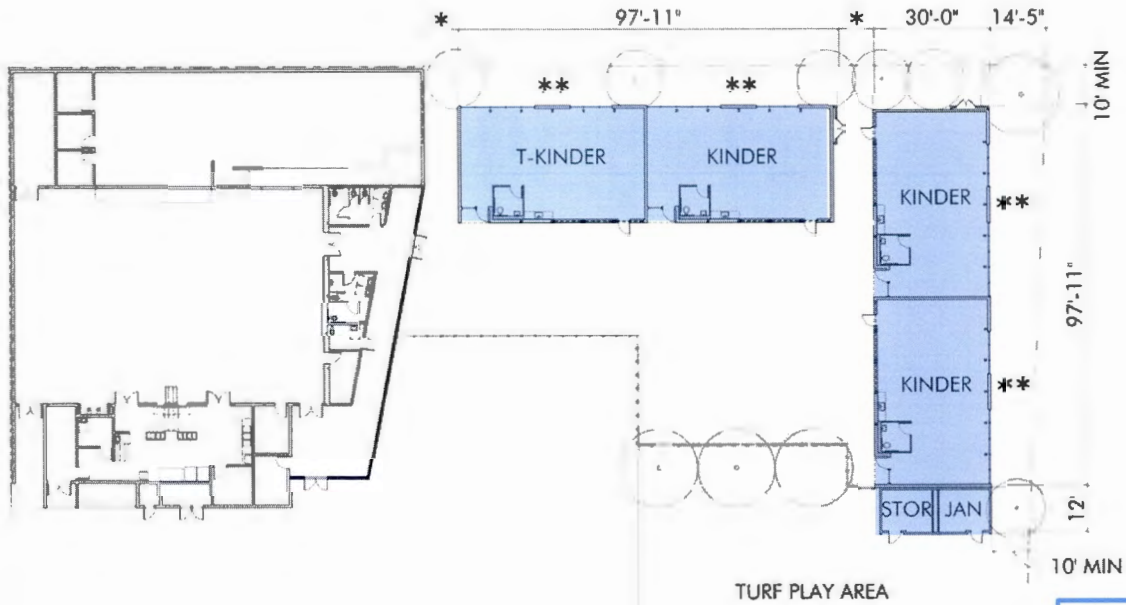
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- b) MISC METALS, including beam connections and base plates
- c) METAL DECK, acoustical deck as finished ceiling
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- l) SHIPPING is included based on rates to San Francisco Bay Area

PFI COMPONENT EXCLUSIONS

- a. SITEWORK:
 - i. Demolition of Existing Structure(s)
 - ii. Excavation/Grading/Building Pad Prep
 - iii. Foundations and Slab on Grade, anchor bolts
 - iv. Utilities Connection (Electrical, Gas, Sewer, Storm, Sanitary, etc)
 - v. Hardscape at Entrances, including any ramps or stairs if required
- b. FINISHES
- c. MODIFICATIONS: non-structural additions designed by AOR
- d. TOILET POD FLOORING
- e. LANDSCAPE & IRRIGATION, including any Site Furnishings
- f. FURNITURE, FIXTURES, & EQUIPMENT
- g. SIGNAGE
- h. CASEWORK other than (1) sink/classroom
- i. HOLLOW METAL DOORS, FRAMES, AND HARDWARE
- j. HVAC & PLUMBING
- k. LOW VOLTAGE (A/V, TELE/DATA, SECURITY)

7. SITE PLAN

Project Frog Componentized Buildings indicated in blue.



NOTE:

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**WHITTIER ELEMENTARY SCHOOL
OAKLAND UNIFIED SCHOOL DISTRICT**

EXHIBIT B: FEE SCHEDULE

2014 Project Frog Inc Hourly Rate Schedule

Project Frog, Inc.
Standard Hourly Rates*

Platform VP	\$500
Designer/Innovation	
Director	\$300
Designer Manager	\$200
Structural Engineer	\$200
MEP – Associate	\$180
Supply Chain/Logistics	\$175
MEP – Engineer	\$160
Electrical – Engineer	\$160
Designer Junior	\$150

** All rates are subject to escalation up to 3% per calendar year*

OUSD- Whittier- Design Services PFI Buildings Only

ID	Task Name	Duration	Start	Finish	Predecessors	August	September	October	November	December	January	February	March	April	May	June
						B M E	B M E	B M E	B M E	B M E	B M E	B M E	B M E	B M E	B M E	B M E
1	Notice to Proceed (NTP or LOI)	1 day	Fri 8/15/14	Fri 8/15/14												
2	Project	216 days	Fri 8/15/14	Fri 6/12/15		[Gantt bar from Aug 15 to Jun 12]										
3																
4	Design Submission & DSA Approvals	216 days	Fri 8/15/14	Fri 6/12/15		[Gantt bar from Aug 15 to Jun 12]										
5	Design Development	6 wks	Fri 8/15/14	Thu 9/25/14	6SS-6 wks	[Gantt bar from Aug 15 to Sep 25]										
6	Client Approvals	4 wks	Fri 9/26/14	Thu 10/23/14	7SS-4 wks	[Gantt bar from Sep 26 to Oct 23]										
7	Construction Documents Assembled	3 wks	Fri 10/24/14	Thu 11/13/14	8SS-3 wks	[Gantt bar from Oct 24 to Nov 13]										
8	DSA Intake Submission	16 wks	Fri 11/14/14	Thu 3/5/15		[Gantt bar from Nov 14 to Mar 5]										
9	AOR and Consultant Comment Period	3 wks	Fri 3/6/15	Thu 3/26/15	8	[Gantt bar from Mar 6 to Mar 26]										
10	DSA Back Check Submission	4 wks	Fri 3/27/15	Thu 4/23/15	9	[Gantt bar from Mar 27 to Apr 23]										
11	DSA Approval Permit	0 days	Thu 4/23/15	Thu 4/23/15	10	[Milestone diamond at Apr 23]										
12																
13	Contracting Installers (By Others)	56 days	Fri 3/27/15	Fri 6/12/15		[Gantt bar from Mar 27 to Jun 12]										
14	Assemble RFP's	4 wks	Fri 3/27/15	Thu 4/23/15	10SS	[Gantt bar from Mar 27 to Apr 23]										
15	RFP Issuance	1 day	Fri 4/24/15	Fri 4/24/15	14	[Milestone diamond at Apr 24]										
16	Bidding Period	2.5 wks	Mon 4/27/15	Wed 5/13/15	15	[Gantt bar from Apr 27 to May 13]										
17	Bid Analysis	2.5 wks	Wed 5/13/15	Fri 5/29/15	16	[Gantt bar from May 13 to May 29]										
18	Negotiate Final	1 wk	Mon 6/1/15	Fri 6/5/15	17	[Gantt bar from Jun 1 to Jun 5]										
19	Mobilize of Installer	1 day	Fri 6/12/15	Fri 6/12/15		[Milestone diamond at Jun 12]										

Date: Mon 8/18/14

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Critical	
Milestone		External Milestone		Manual Task		Start-only		Critical Split	
Summary		Inactive Task		Duration-only		Finish-only		Progress	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 1255 Battery Street, Suite 450 San Francisco CA 94111	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): 415-391-1882 E-MAIL ADDRESS: _____	
INSURED Project Frog, Inc. 501 Second Street, Suite 120 San Francisco CA 94107	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :Colony Insurance Company	39993
	INSURER B :Sentinel Insurance Company Ltd	11000
	INSURER C :RSUI Indemnity Company	22314
	INSURER D :Republic Indemnity Company of Calif	43753
	INSURER E :Underwriters at Lloyd's London	15792
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1507291519

REVISION NUMBER:


THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			103GL000271000	3/6/2014	3/6/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			57UECKM1704	3/6/2014	3/6/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA235035	3/6/2014	3/6/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			18423502	12/20/2013	12/20/2014	<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
E	Professional Liab(Excess) Professional Liab(Primary)			B0621PPRO08514 B0621PPRO07614	7/10/2014 7/10/2014	7/10/2015 7/10/2015	Ea Claim/Agg 3M/3M Ea Claim/Agg 2M/2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District 955 High Street Oakland CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Conditions**:

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage resulting from your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard” if:

- a. you agreed to such waiver;
- b. the waiver is included as part of a written contract or lease; and
- c. such written contract or lease was executed prior to any loss to which this insurance applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE (Third-Party)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, and all subparts thereof, as contained in the policy is deleted in its entirety and replaced with the following condition as respects the Third Party shown below:

4. Other Insurance

- a. With respect to the Third Party shown below, the insurance provided by this policy shall be primary and non-contributing insurance. Any and all other valid and collectible insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for a loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

Third Party to whom this endorsement applies is: All persons or organizations as required by written contract with the Named Insured

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third Party for whom you are performing work".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



AGREEMENT FOR PRE-CONSTRUCTION SERVICES ROUTING FORM

Project Information			
Project Name	Whittier ES Expansion – New Construction	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	Project Frog	Agency's Contact	Aaron Rhodes				
OUSD Vendor ID #	NEW CONTRACTOR	Title	Project Manager				
Street Address	501 Second Street, Suite 120	City	SF	State	CA	Zip	94107
Telephone	415-814-8500	Policy Expires	3-6-2015				
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No				
OUSD Project #	13126						

Term			
Date Work Will Begin	9-10-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	6-12-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$94,547.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J, Fund 21	1639905820	6215	\$94,547.00

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.				
1.	Division Head	Phone	510-535-7038	Fax 510-535-7082
	Director, Facilities Planning and Management			
	Signature	Date Approved	8/26/14	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	8.20.14	
3.	Associate Superintendent, Facilities Planning and Management			
	Signature	Date Approved	8.20.14	
4.	Chief Operations Officer			
	Signature	Date Approved	8.28.14	
5.	President, Board of Education			
	Signature	Date Approved		