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Committee	Facilities
Introduction Date	5-23-12
Enactment Number	12-1415
Enactment Date	5-23-12



OAKLAND UNIFIED  
SCHOOL DISTRICT

## Memo

To Board of Education

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

Board Meeting Date June 13, 2012

Subject Independent Consultant Agreement for Professional Services- Cody Anderson Wasney Architects - Fremont High School Campus Master Planning Project

**Action Requested** Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Cody Anderson Wasney Architects for Master Planning services on behalf of the District at Fremont High School Campus Master Planning project, in an amount not-to exceed \$578,890.00. The term of this Agreement shall commence on June 13, 2012 and shall conclude no later than May 9, 2013.

**Background** This will allow the Fremont High School to be turned into a thriving community school, setting Net Zero Energy and sustainability at the core mission of the facilities plan.

**Local Business Participation Percentage** 56.00%

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

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



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

**Recommendation**

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Cody Anderson Wasney Architects for Master Planning services on behalf of the District at Fremont High School Campus Master Planning project, in an amount not-to exceed \$578,890.00. The term of this Agreement shall commence on June 13, 2012 and shall conclude no later than May 9, 2013.

**Fiscal Impact**

Measure B

**Attachments**

- Independent Consultant Agreement including scope of work

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

**Fremont High School Campus Master Planning**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **1st day of May, 2012** by and between the Oakland Unified School District, Oakland, California ("District") and **Cody Anderson Wasney Architects** ("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 Campus Master Planning for the  
Fremont High School site and achieve a zero net energy plan.**

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 shall commence on June 9, 2012 and concluding no later than  
May 9, 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
<u>  X  </u>	W-9 Form

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Five hundred seventy-eight thousand, eight hundred ninety dollars and no cents (\$578,890.00)**. 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.

Cody Anderson Wasney Architects  
Fremont High School Campus Master Planning  
Project Number: 05015

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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 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](http://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:**

Brent McClure  
Cody Anderson Wasney Architects  
455 Lambert Avenue  
Palo Alto, CA 94301

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.

Cody Anderson Wasney Architects  
Fremont High School Campus Master Planning  
Project Number: 05015

**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.

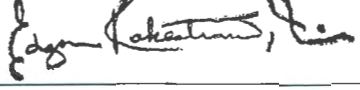
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_


Jody London, President, Board of Education

Date: 5/24/12

  
\_\_\_\_\_

Edgar Rakestraw, Jr., Secretary, Board of Education

Date: 5/24/12

  
\_\_\_\_\_

Timothy White, Associate Superintendent Facilities Planning and Management

Date: \_\_\_\_\_

**CODY ANDERSON WASNEY ARCHITECTS (CAW)**

  
\_\_\_\_\_

Brent McClure AIA  
Cody Anderson Wasney Architects, Inc.

May 9 2012  
\_\_\_\_\_

**APPROVED AS TO FORM:**

  
\_\_\_\_\_

Catherine Boskoff, Facilities Counsel

Date: 5.11.12

File ID Number: 12-1282

Introduction Date: 5-23-12

Enactment Number: 12-1415

Enactment Date: 5-23-12

By: AW

**Information regarding Consultant:**

Consultant: Brent McClure AIA  
Cody Anderson Wasney Architects, Inc.

License No.: California C29230

Address: 455 Lambert Avenue  
Palo Alto, CA 94306

Telephone: 650-328-1818

Facsimile: 650-328-1888

E-Mail: bmcclure@cawarchitects.com

77-0360750  
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.**

Type of Business Entity:  
 Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation, State: \_\_\_\_\_  
 Limited Liability Company  
 Other: California S-Corporation

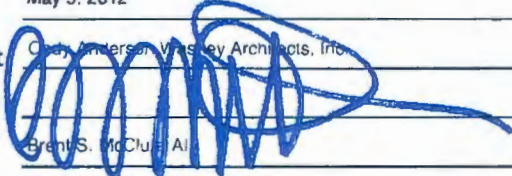
**WORKERS' COMPENSATION CERTIFICATION**

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: May 9, 2012  
Proper Name of Consultant: Cody Anderson Wasney Architects, Inc.  
Signature:   
Print Name: Brent S. McClure, AIA  
Title: Principal

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

**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

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

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

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

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

Name: Brent S McClure AIA

Title: Principal

\_\_\_\_\_ The Work on the Contract is at an unoccupied school site and no employee and/or sub-consultant or supplier of any tier of Contract shall come in 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: May 9, 2012

Proper Name of Consultant: Cody Anderson Wasney Architects, Inc.

Signature: 

Print Name: Brent S. McClure AIA

Title: Principal

Cody Anderson Wasney Architects  
Fremont High School Campus Master Planning  
Project Number: 05015

**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: May 9, 2012

Proper Name of Consultant: Cody Anderson Wasney Architects, Inc

Signature: 

Print Name: Bren S. McClure, AIA

Title: Principal

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

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

**(See attached proposal)**



<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>	DATE (MM/DD/YY) <b>5/9/12</b>
<b>PRODUCER</b> 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.
<b>INSURED</b> Cody Anderson Wasney Architects, Inc. 455 Lambert Avenue Palo Alto, CA 94306	<b>INSURERS AFFORDING COVERAGE</b>
	INSURER A. <b>American Automobile Ins. Co.</b> INSURER B. <b>Everest National Ins Co</b> INSURER C. INSURER D. 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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	AZC80840077	06/01/11	06/01/12	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AZC80840077	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS OTH-EB E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>OTHER Professional Liability</b>	79AE000171111	11/13/11	11/13/12	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
**General Liability policy excludes claims arising out of the performance of professional services.**  
**Re: Fremont High School Campus Master Planning**  
**The Oakland Unified School District and the State of California and their**  
**(See Attached Descriptions)**

<b>CERTIFICATE HOLDER</b> Oakland Unified School District Attn: Tadashi Nakadegawa 955 High Street Oakland, CA 94601	<b>ADDITIONAL INSURED; INSURER LETTER:</b> CANCELLATION <b>Ten Day Notice for Non-Payment of Premium</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>NOTICE</del> <b>MAIL 30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. <del>NOTICE WILL BE MAILED TO THE CERTIFICATE HOLDER</del> AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

agents, representatives, employees, trustees, officers, consultants and volunteers are named as additional insureds as respects general and auto liability for claims arising from the operations of the named insured. Insurance is primary and non-contributory per the Multi-Cover endorsement.

**Additional Insured - Owners, Lessees or Contractors - AB 90 67 12 93**  
Policy Amendment Section II

Insured Cody Anderson Wasney Architect Policy Number AZC80840077  
s, Inc.  
Producer Dealey, Renton & Associates Effective Date 06/01/11

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Schedule

Name of Person(s) or Organization(s)	Descriptions Of Operations
Oakland Unified School District Attn: Tadashi Nakadegawa 955 High Street Oakland, CA 94601	The Oakland Unified School District and the State of California and their agents, representatives, employees, trustees, officers, consultants and volunteers

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

The following is added to Part I - WHO IS AN INSURED in the Business Liability Section of this policy arising out of your work for that insured by or for you.

5. The person or organization shown in the schedule is also an insured, but only with respect to liability All other terms and conditions of the policy apply.

**This form MUST be attached to change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies as named in the policy.**

CODY ANDERSON WASNEY

ARCHITECTS

# PROPOSAL

Oakland Unified School District

Fremont High School

Campus Master Plan

April 16, 2012

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

Dear Tadashi:

We are pleased to present this proposal to provide a new campus master plan, which will include a full Net Zero Energy Sustainability Master Plan for Fremont High School. We greatly appreciate this opportunity to build a new working relationship with the Oakland Unified School District. Through our strong team leadership and creative approach, coupled with our meticulous attention to detail we are confident our entire project team has the skill and expertise to lead the District through a high-quality master planning process, exceeding your expectations.

We see many exciting and unique opportunities for the Oakland Unified School District to achieve through this master planning process, most notably to fully transform Fremont High School into a thriving community school, setting Net Zero Energy and sustainability at the core mission of the facilities plan. Our approach will:

- Analyze the campus to test the viability of existing building which could appropriately be converted to Net Zero Energy
- Collaborate with District, school site, PG&E technical team, and the community to develop a comprehensive master plan
- Develop practical alternatives and solutions, each with costs and recommendations for District decision-making.
- Complete the planning process and master plan under a highly efficient project timeframe
- Create a master plan that will serve as an educational specification for the Fremont High School Site

We have prepared the enclosed fee proposal based upon our meeting on March 29, 2012, our subsequent project workplan included as part of this proposal, and the draft contract. We have appended to this letter our project assumptions, fees, team, schedule, and specific approach to the unique aspects of the project. After we finalize our project approach and fees, we would append this proposal to a District contract to form our formal agreement.

We look forward to working with the District and the Fremont High School Community to help plan out the future for Fremont High School. Personally, I want to continue emphasize my enthusiasm and commitment to this planning project and working with the Oakland Unified School District. Thank you again for this opportunity.

Sincerely,



Brent S. McClure AIA  
Principal  
Cody Anderson Wasney Architects, Inc.

website | [www.cawarchitects.com](http://www.cawarchitects.com)  
email | [bmcclure@cawarchitects.com](mailto:bmcclure@cawarchitects.com)

Oakland Unified School District seeks a comprehensive campus master plan for Fremont High School to transform the school into a Net Zero Energy campus. Through the planning process, the team will explore a wide range of issues from existing facility assessment, educational planning, Net Zero Energy design opportunities, and technology development. This process will actively engage the school site, the District, community stakeholders, and other key-groups to gain input and buy in for the future of Fremont High School. The team will closely coordinate Net Zero Energy Development with the PG&E technical team in order to comply with the District's PG&E agreement and to leverage the specialized analysis prepared by the PG&E team.

At the end of this process, the team will create a campus master plan report outlining a variety of scenarios to transform Fremont High School into a thriving full service community school. Each design scenario will detail measures to create a Net Zero Energy campus, replace and upgrade aging building systems, and reconfigure facilities to fit the educational needs of the site. The existing spaces will be evaluated individually to determine their suitability for retrofit or replacement. The final design scenarios will likely consider options to salvage and renovate some buildings on campus while fully replacing others. Other options will consider full campus replacement.

Each scenario will include a pro-con analysis, recommendations, and cost options, so the District can make an informed, value-based decision to address the future needs of Fremont High School. The final report will serve as an Educational Specification for future development of Fremont High School.

The project will not provide the design of a Net Zero Energy Gymnasium at this time.

Working together with the Oakland Unified School District, our team will lead a comprehensive planning process to develop a campus master plan, resulting in a clear vision for the Fremont High School program. Together our team will accomplish several District goals and objectives described here:

- Develop a master plan that aligns with the Oakland Unified's recently completed Strategic Plan and District Facilities Master Plan.
- Build a plan that transforms the Fremont High School campus facilities into a Full Service Community School.
- Develop a Net Zero Energy Sustainability Master Plan of the site that impartially evaluates the existing structures to test their viability to adapt to Net Zero Energy.
- Create a planning model that could be used by Oakland Unified on other school sites and projects for potential conversion to Net Zero Energy.
- Lead a planning process that seeks a wide array of school, education, and community input to truly build a community or school based campus plan.
- Study the future needs of specialized facilities and programs offered at the Fremont High School site such as special education, athletics, food service and nutrition, health and wellness, library services.
- Integrate the students directly into the planning process seeking out their needs and vision for their school.
- Collaborate with appropriately determined community stakeholders to seek out shared opportunities or joint use relationships.
- Seek out private and public funding opportunities at the State, Local, and Federal level. Work closely with the District staff on existing programs such as OPSC grants, HPI, Savings By Design, and Green Schools Initiative.
- Efficiently schedule and lead the planning process to accomplish the project goals and tasks in a cost effective manner.
- Summarize the process, findings, and recommendations into a master planning study that include multiple renovation and replacement scenarios for Fremont High School each with a corresponding cost and schedule to implement.
- Develop a report that can serve as an Educational Specification for Fremont High.

We have developed a clear process to complete the Fremont High School Campus Master Plan. Following the District's initial project description, and meetings with the District and Cody Anderson Wasney on March 23, and March 29, 2012. We have described our planning services both by phase and by discipline.

#### **PROJECT APPROACH BY PHASE:**

Although we have subdivided various portions of the study into phases, our approach will integrate these separate phases into a cohesive process. We believe that integrating the energy and sustainability planning into the facilities and educational planning will result in a comprehensive solution.

##### Phase 1 - Net Zero Energy Campus Analysis and Master Planning

To create a sustainability master plan that integrates with the overall campus master plan, we will lead a series of planning workshops, meetings, conduct site investigations. We will generate sustainability retrofit scenarios, and establish net zero energy design parameters for any new construction.

We will begin this phase leading a collaborative workshop with the project stakeholders to discuss goals for comprehensive sustainability at Fremont High School. It will include discussions on site and climate, energy consumption, energy goal setting, production, water consumption, transportation, social vitality, education, and owner / occupant responsibility. The purpose is to align expectations, build understanding, and excitement that high levels of sustainability are achievable.

Our team will conduct site visits to observe school grounds and facilities as well as review drawings and other related reports to assess existing campus conditions which will inform the basis of our design recommendations.

We will conduct a plug load study of the existing buildings to determine the energy use patterns and habits on site. Based on equipment observed in site visits, we will generate a plug load measurement plan that systematically measures representative equipment on site. We will incorporate staff and student involvement into this process to better understand typical equipment usage.

We will lead a sustainable strategies workshop to investigate any and all ideas to implement sustainable design at Fremont High School. This workshop will include project stakeholders to focus and select specific sustainable strategies to include in the master plan.

From the goal setting workshops, site investigations, and strategy planning, our team will develop energy retrofit strategies for each building and space type specific to heating, insulation and envelope, daylighting and sun-shading, natural ventilation, and mechanical plumbing electrical systems. Opportunities for power generation will be developed on site. Each retrofit scenario will include a costs, recommendations, and pro-con analysis.

We will summarize these findings, analysis, and design options in a summary letter report which will form a portion of the final campus master plan.



### Phase 2 - Facility Assessments

We will assess the existing campus facilities to identify building finish, system, and programmatic deficiencies. We will rely on existing drawings and conduct site investigations to document our observations. Our findings will help to inform the master plan design options, either to demolish and replace, or to re-use portions of the existing campus.

Our facility assessments will evaluate the buildings, rooms, and interior support spaces. Exterior spaces, courtyards, fields, courts, and walkways will be evaluated as well. Our reviews will examine building systems and equipment with recommendations to repair or replace. Our reviews will include

- Structural Building System - Both Lateral Resistive and Gravity Systems
- Building Envelope - Windows, Skin, Insulation, and Roof
- Building Architectural Finishes - Interior and Exterior
- Historic Assessment - Evaluation and Procedures to Salvage or Demolish the Library and Archway
- Mechanical Ventilation and Heating Systems
- Electrical Power
- Data Communications and Technology
- Plumbing Systems
- Site Utilities, Systems, and Drainage
- Landscape, Irrigation

We will summarize these observations, deficiencies, and recommendations into a summary letter report which will form part of the campus master plan. The work required at each building for both general facilities renovation combined with work required to achieve sustainability Net Zero Energy will then be evaluated together to determine recommendations for replacement or renovation of each building.

### Phase 3 - Educational Planning

We will supplement the facility assessment and sustainability master plan with an educational master plan for the school campus. By leading a series of collaborative workshops with the project team, we will investigate how the new campus will fully support the Frontot High School educational environment and the future school model. We will identify the many quantitative and qualitative aspects of the educational plan and shape facility requirements to best support it. These workshops will explore:

- Current School Curriculum and Small Learning Community Model
- Demographics, school size, class loading, project constraints
- Primary and secondary educational spaces - Classroom needs
- Student life and activities
- Food Service and Nutrition
- Safety and Security
- Health and Wellness
- Technology Planning
- Campus Support Services: Administration, Counseling, M&O Services
- After school and evening program opportunities
- Specialized Curriculum Programs - Career Tech Ed

We have assumed six team workshops to investigate each of these topics. We will combine similar topics where appropriate. One of these six workshops will seek student input into the educational planning process. We will document the results from these meetings to form an educational specification as part of the project.

#### Phase 4 - Community Stakeholder Input

As each school community is unique, actual community stakeholder groups that could participate in this planning process have not yet been defined. We have planned for two community stakeholder meetings at this time. These meetings could focus with specific interest groups or could be public, "town-hall" style meetings.

We will work with the District first to determine the appropriate level of community input. We understand that the planning process for this specific project is ahead of the bond election and that a higher degree of sensitivity could surround the messaging of this specific project. We will work with the District to make sure our approach aligns with the District's expectations.

#### Phase 5 - Master Plan Development

After completing the different workshops, site investigations, analysis, and planning, we will summarize what we have found and heard into a preliminary report. We will review this information with the District to confirm the assumptions and expectations. This crucial midpoint review will focus the development of planning alternative and options.

We will then develop a range of appropriate planning solutions that transform Fremont High School into a vibrant, thriving full service community school that achieves a Net Zero Energy standard. These planning alternatives will explore both partial renovation schemes, with others that consider a complete replacement. A cost estimate, schedule, pro-con analysis, and overall recommendations will accompany each planning alternative. These alternatives will be outlined so that the District can make informed, value based decisions.

We will coordinate with the District to explore a range of funding opportunities that might be available to the project beyond the direct local bond funds. We assume that the District and their funding consultant will provide district information, data, and assist with any application procedures that might be required through this process.

We will compile all of these separate sections into a concise, and clearly documented master planning report which will serve as a comprehensive educational specification for the future development of Fremont High School.

## PROJECT APPROACH BY DISCIPLINE:

We briefly describe the scope of work provided by each consultant. These tasks are based on the project approach and scope of services of the entire team.

### Architecture (CAW Architects):

- Lead the entire project team through all aspects of the master planning process
- Facilitate all meeting workshops of each project phase
- Lead a the facility site assessment process with a primary focus on architectural systems.
- Develop conceptual design planning concepts for a new Fremont High School
- Draft and publish the final master planning report.

### Associate Architect (Gyroscope):

- Assist with the educational planning meetings that focus on curriculum and education.
- Develop concepts to integrate sustainability into the educational plan.
- Prepare a program brief that summarizes methods to integrate sustainability into the facilities and educational environment

### Mechanical Plumbing Electrical and Technology (Integral Group):

- Lead two Net Zero Energy planning workshops with the District and project stakeholders
- Review existing drawings, site data, and other drawings to familiarize with the site
- Analyze other site systems and other infrastructure including technology, low voltage systems, and electrical power. Make recommendations for replacement based on observed deficiencies
- Conduct a plug load study to analyze existing energy use on site.
- Establish Energy Utilization Indicos for each space and the site to set targets to achieve Net Zero Energy
- Analyze the campus buildings and systems for performance, and develop retrofit strategies for each type of system
- Develop design strategies and criteria for Net Zero Energy new construction on site
- Prepare summary reports that document observations, analysis, and design alternatives for the site to achieve Net Zero Energy

### Civil (BKF Engineers):

- Review existing drawings, site data, and other relevant information to fully understand the site.
- Conduct a site tour to visually observe and record the existing conditions.
- Develop a list of site deficiencies with recommendations for their correction
- Coordinate with the Landscape Architect and project team to develop a list of sustainable design strategies for the site.
- Prepare a report documenting site deficiencies, recommendations for correction, and sustainable design strategies for the site as applicable to Civil Engineering

### Landscape (PGA Design):

- Review existing drawings, site data, and other relevant information to fully understand the site.
- Conduct a site tour to visually observe and record the existing conditions.
- Develop a list of site deficiencies with recommendations for their correction

- Coordinate with the Civil Engineer and project team to develop a list of sustainable design strategies for the site.
- Prepare a report documenting site deficiencies, recommendations for correction, and sustainable design strategies for the site as applicable to Landscape Architecture.
- Coordinate with the Architect to develop site design concepts that fit with the master planning alternatives.

Structural (KPW Structural Engineers):

- Review existing drawings, site data, and other relevant information to fully understand the site.
- Conduct a site tour to visually observe and record the existing conditions.
- Develop a list of site deficiencies with recommendations for their correction
- Prepare a brief summary report describing structural deficiencies for existing building that could be salvaged for re-use, and recommended corrective measures.

Cost Estimator (Mack 5):

- Provide cost estimating models for Net Zero Energy Building retrofit systems
- Provide cost estimating models for portions of buildings that could be good candidates to renovate.
- Provide a cost estimate for three design options within the master plan

We have prepared the following assumptions which forms part of our proposal. We based these on our basic knowledge of the project to date. We can gladly adjust these assumptions to fit your project expectations and adjust our fees accordingly. We have assumed:

1. The District will provide a demographic planning data to set the design parameters for the school.
2. We will complete the study with the number of stakeholder and master planning team meetings listed in the description of services. We have currently estimated 16 meetings with the Oakland Unified as outlined under the schedule section of this proposal.
3. Our team will complete the master planning process and present a draft master plan within a five month timeframe.
4. Since the final outcomes are unknown, we have not planned for CEQA consulting services or any CEQA coordination. These services could be provided as a separate scope of work.
5. We will prepare two conceptual design renderings illustrating the vision of the future campus and a illustrative site plan depicting the configuration of the new school.
6. The final master plan document will serve as an Educational Specification for the Fremont High School Site.

We have developed some goals and assumptions that we used to create our project schedule. These include:

- Completing the study by mid-September, so that the study could be used to help promote the November Bond.
- Leading weekly planning workshops with the school site and key District staff so that we can get valuable input before the summer break.
- Establishing a master planning team that is represented by the school site and the District, who will be present at project meetings, able to give input and decisions. Other District staff would be pulled in as needed based on meeting topics.
- We will lead the following number to complete the master planning process:

Project-Wide Kickoff Meeting:	1
Educational Planning Workshops:	6
Net Zero Energy / Sustainability Planning Workshops:	3
Internal Consultant Coordination Meetings:	4
District Design Planning Alternatives Meetings:	3
Community Stakeholder Workshops:	2
Board of Education Meetings:	2

-Project Milestones:

Project Contract Award:	May 9, 2012
Weekly school site and team planning meetings:	May 9 - Jun 28
Preliminary Findings Milestone:	July 17, 2012
District Design Planning Meetings:	Aug 1 - Sept 15
Publish Master Plan Report:	Sept 20, 2012

This schedule is highly accelerated and will require the timely input and participation of all participants. The schedule has been set to build momentum, gain efficiency, and attempt to finish in advance of the Bond Election. Should timing with the bond election be unnecessary, we recommend the schedule be extended slightly.

Based on our understanding of the project, our approach, project assumptions, and contract, we have prepared the following fee to perform the necessary tasks.

<b>ARCHITECTURAL PROFESSIONAL SERVICES</b>	<b>FEE</b>
Community Stakeholder Involvement	\$195,000.00
Facility Assessments	
<b>SUBTOTAL ARCHITECTURAL PROFESSIONAL SERVICES</b>	<b>\$195,000.00</b>
<b>CONSULTANT EXPENSES</b>	
MEP Engineering - Integral Group	\$185,000.00
Associate Architect - Gyroscope	\$59,000.00
Structural Engineer - KPW Engineering	\$37,000.00
Civil Engineering - BKF Engineers	\$12,900.00
Landscape Architects - PGA Design	\$25,000.00
Cost Estimator - Mack 5	\$21,000.00
10% Markup on consultant expenses	\$33,990.00
<b>SUBTOTAL CONSULTANT EXPENSES</b>	<b>\$373,890.00</b>
<b>TOTAL PROFESSIONAL SERVICES</b>	<b>\$568,890.00</b>
<b>REIMBURSABLE EXPENSES</b>	<b>\$10,000.00</b>
<b>TOTAL FEE</b>	<b>\$578,890.00</b>

**FEE ANALYSIS:**

Oakland Local Business Participation:

Our qualifications submittal estimated our total Oakland Local Business Participation level to total 39%. Since our original qualifications submittal, BKF Engineers has received their certification as LBE. Based on our fee proposal for the project, our participation level now totals 56%, as noted below:

Entity	Original Quals %	Consulting Fees (see Summary of Fees)	%
CODY ANDERSON WASNEY ARCHITECTS, INC. Architect	0%	\$195,000.00	0%
INTEGRAL GROUP (SLBE) Architect	13%	\$185,000.00	33%
GYROSCOPE (SLRBE) Associate Architect	15%	\$59,000.00	10%
KPW ENGINEERING (LBE) Structural Engineering	8%	\$37,000.00	7%
BKF ENGINEERS Civil Engineering	8%	\$12,900.00	2%
PGA DESIGN (LBE) Landscape Architects	3%	\$25,000.00	4%
MACK5 (SLEB - not counted toward total) Cost Estimator	0%	\$21,000.00	0%
<b>TOTALS</b>	<b>47%</b>	<b>\$534,900.00</b>	<b>56%</b>

Fee Based Against Estimated Cost of Construction:

We have analyzed our fee for Net Zero Energy Master Planning services against an estimated cost of construction to completely replace the campus, assumed to total approximately \$90 million. Full consulting services for a project this size would total approximately 6% or \$5.4 million. Developing a master plan and educational specification often approximate at 10% of the value of the design fees, or \$540,000.

We have assumed that the final master plan will result in two different conceptual solutions, as well as full Net Zero Energy Analysis for any existing construction to remain, and design parameters for new construction. Given the likely development of two master planning conceptual solutions coupled with the extra level of study for Net Zero Energy campus-wide, our master planning amounts to 10.4%.



## **COMPENSATION - TERMS AND CONDITIONS**

We will bill monthly for services complete. Billing amounts will be based upon a percentage complete of our fixed fee contract sum, and per the attached schedule. Payments to Cody Anderson Wasney Architects are due upon receipt of invoice. Deliverables or work will not commence before a valid contract is executed by both parties. Additional terms and conditions will be per the Master Agreement.

Any work outside our Scope of Services will be considered additional services. Prior to starting any additional services, we will prepare a separate fee proposal for your consideration, outlining the additional services to be performed with a corresponding fee. Fees for additional services will be negotiated on a case-by-case basis. Work will not commence without written authorization and mutually agreeable terms. Should a fixed fee not be mutually appropriate, then additional services will be provided on an hourly basis for the hourly rates attached with this proposal

Reimbursable expenses are in addition to our compensation for Professional Services and include expenses incurred by CAW Architects and their consultants directly related to the project. These include: printing, renderings, models, reports, and reprographics, and other project related outside direct expenses.

Reimbursable expenses and sub-consultant costs will be billed at cost plus 10%.



# INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

### Project Information

**Project Name** Fremont High School Campus Master Planning      **Site** Fremont High School

### Basic Directions

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

Attachment Checklist       Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000  
 Workers compensation insurance certification, unless vendor is a sole provider

### Contractor Information

Contractor Name	Cody Anderson Wasney Architects	Agency's Contact	Brent McClure			
OUSD Vendor ID #	New Vendor	Title	Project Manager			
Street Address	455 Lambert Avenue	City	Palo Alto	State	CA	Zip 94301
Telephone	650-328-1818	Policy Expires	6-1-2012			
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 #	05015					

### Term

Date Work Will Begin	6-13-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	5-9-2013
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### Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$578,890.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499	Measure B	3029901811	6215	\$578,890.00

### 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.

	<b>Division Head</b> Charles Love <b>Phone</b> 510-535-7081 <b>Fax</b> 510-535-7082
1.	<b>Capital Program Contract &amp; Accounting Manager</b>  Signature       Date Approved 5-11-12
2.	<b>General Counsel, Department of Facilities Planning and Management</b>  Signature       Date Approved
3.	<b>Associate Superintendent, Facilities Planning and Management</b>  Signature       Date Approved
4.	<b>President, Board of Education</b>  Signature      Date Approved