

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	16-0640
Introduction Date	04/13/2016
Enactment Number	16-0538
Enactment Date	4/13/16 <i>JA</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Jacqueline Minor, General Counsel

**Board Meeting Date** April 13, 2016

**Subject** **AGREEMENT WITH SIEGEL & STRAIN ARCHITECTS**

**Action Requested** **Ratification of Agreement with Siegel & Strain Architects**

**Background and Discussion**

SIEGEL & STRAIN ARCHITECTS of Emeryville, California, is being retained to conduct a preliminary historic assessment of the Ethel Moore Building located on the parcel with the 1025 Second Avenue Administration building. The City of Oakland in the Lake Merritt Station Area Plan found that:

“... two Oakland Unified School District (OUSD) properties: the Paul Robeson Administration Building and the Ethel Moore Building. Oakland Unified School District (OUSD) Buildings ... are rated “B” by the Oakland Cultural Heritage Survey (OCHS) and are considered Local Register buildings, according to the City of Oakland. ... However, these two historic resources are assumed to have a high potential for redevelopment and are therefore identified as opportunity sites, triggering a finding of “Significant and Unavoidable” impacts to historic resources. These are the only historic resources within opportunity sites for redevelopment within the entire Station Area. Several comments call for creating a new EIR alternative that assumes adaptive reuse of the two historic OUSD buildings, resulting in no significant impacts to historic resources in the Planning Area. Although measures are available that could help reduce the potential impact to these CEQA historic resources (see Mitigation Measure CUL-1 in Chapter 3.8 of the DEIR), they would still not reduce impacts to a less than-significant level. These two historic resources are not owned by the City of Oakland, nor are they under City of Oakland jurisdiction, so the preservation of these resources cannot be guaranteed. .... Nevertheless, due to the ownership/jurisdiction issues stated above, the Plan would still result in a significant and unavoidable impact with respect to historic resources and requires a statement of overriding consideration prior to certification of the EIR and Plan adoption.”

The purpose of the preliminary assessment is to provide the District with more information about the building and to assist in making the



assessment of any potential historic value. The Agreement is for the term from March 21, 2016 to December 31, 2016. We expect the assessment to be completed in 90 days.

**Recommendation**

**Ratification of Agreement with Siegel & Strain Architects**

**Fiscal Impact**

Funding resource name: Measure J – not to exceed \$50,000

**Attachments**

- Agreement



## CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office  
With *Every* Consent Agenda Contract.**

**Legislative File ID No.** 16-0640

**Department:** Legal

**Vendor Name:** Siegel & Strain Architects

**Contract Term:** Start Date: March 21, 2016 End Date: December 31, 2016

**Annual Cost:** \$ 50,000.00

**Approved by:** Legal Counsel

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

Expertise in cultural resources (CEQA) assessment of potentially historic buildings.

**Summarize the services this Vendor will be providing.**

Cultural resources assessment of the Ethel Moore Building at 1025 2nd Avenue, Oakland.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

Evaluation of comparable services.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



Board Office Use: Legislative File Info.	
File ID Number	16-0640
Introduction Date	4/13/2016
Enactment Number	16-0538
Enactment Date	4/17/16

**AGREEMENT  
Between  
OAKLAND UNIFIED SCHOOL DISTRICT and  
SIEGEL & STRAIN ARCHITECTS**

**1. INTENT**

The Oakland Unified School District (hereinafter "the District" or "OUSD") hereby enters into a professional services agreement with SIEGEL & STRAIN ARCHITECTS (hereinafter "CONSULTANT" or "CONTRACTOR") of Emeryville, California, a historic assessment consultant who is being retained to conduct a preliminary historic assessment of the Ethel Moore Building located on the parcel with the 1025 Second Avenue Administration building. The City of Oakland Lake Merritt Station Area Plan found that:

"MR-3: HISTORIC RESOURCES Several comments expressed concern about potential adverse impacts to historic resources. The Planning Area contains 187 properties that are considered significant cultural resources for purposes of environmental review under CEQA (see Table 3.8-1 and Figure 3.8-1 in the DEIR). Public comments were focused on four of these properties: the Fire Alarm Building; the Kaiser Auditorium; and two Oakland Unified School District (OUSD) properties: the Paul Robeson Administration Building and the Ethel Moore Building. Oakland Unified School District (OUSD) Buildings As stated on page 3.8-50 of the DEIR, the Paul Robeson Administration Building (1025 2nd Avenue), built in 1928, and the Ethel Moore Building (121 East 11th Street), dating to 1922, are rated "B" by the Oakland Cultural Heritage Survey (OCHS) and are considered Local Register buildings, according to the City of Oakland. The Station Area Plan does not mandate the physical demolition, destruction, relocation, or alteration of any properties, historic or otherwise. However, these two historic resources are assumed to have a high potential for redevelopment and are therefore identified as opportunity sites, triggering a finding of "Significant and Unavoidable" impacts to historic resources. These are the only historic resources within opportunity sites for redevelopment within the entire Station Area. Several comments call for creating a new EIR alternative that assumes adaptive reuse of the two historic OUSD buildings, resulting in no significant impacts to historic resources in the Planning Area. Although measures are available that could help reduce the potential impact to these CEQA historic resources (see Mitigation Measure CUL-1 in Chapter 3.8 of the DEIR), they would still not reduce impacts to a less than-significant level. These two historic resources are not owned by the City of Oakland, nor are they under City of Oakland jurisdiction, so the preservation of these resources cannot be guaranteed. .... Nevertheless, due to the ownership/jurisdiction issues stated above, the Plan would still result in a significant and unavoidable impact with respect to historic resources and requires a statement of overriding consideration prior to certification of the EIR and Plan adoption."

The purpose of the preliminary assessment is to provide the District with more information about the building and to assist in making the assessment of any potential historic value.

Consultant's scope of work and fees are described in Exhibit "A," attached hereto and incorporated herein by reference.

## 2. TERMS AND CONDITIONS

- 2.1 **Term of Agreement.** The term of this agreement shall be March 21, 2016 to December 31, 2016 and may be extended by written agreement of both parties.
- 2.2 **Fees.** Consultant's fee for its services shall not exceed \$50,000, and as more specifically delineated in Attachment A "Scope of Services."
- 2.3 **Simultaneous Services by Consultant to Other Clients.** Client acknowledges its understanding that Consultant is engaged in bond/parcel tax feasibility, political, government affairs, and community relations consulting, and during the performance of this Agreement Consultant may be actively involved in furnishing services similar to those provided by this contract for other clients. Consultant shall not be limited in any way in performing services for other clients that do not prevent it from discharging its obligations under this Agreement.
- 2.4 **Due Diligence and Lack of Warranty.** Consultant shall exercise due diligence and its best efforts in performing the services required by this Agreement. Consultant makes no warranty, express or implied, as to the results of the services provided.
- 2.5 **Notice of Termination.** OUSD may at any time terminate this Agreement upon not less thirty (30) days written notice to CONSULTANT. OUSD shall compensate CONSULTANT for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this agreement for cause should CONSULTANT fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONSULTANT shall pay the additional cost. OUSD's right to terminate this Agreement is not its exclusive remedy but is in addition to all other remedies available to the OUSD by law, in equity, or under the provisions of this Agreement. Upon any termination of this Agreement, CONSULTANT shall immediately provide OUSD with complete and accurate copies or originals - where appropriate - of all documents in its possession belonging to OUSD. CONSULTANT further agrees to do all other things reasonably necessary to cause an orderly transition of services without detriment to the rights of OUSD.
- 2.6 **Choice of Laws.** This Agreement is governed by the laws of the State of California.
- 2.7 **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.
- 2.8 **Conflict of Interest.** CONSULTANT shall not hire any officer or employee of OUSD to perform any service under this Agreement. CONSULTANT affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONSULTANT's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- 2.9 **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.

- 2.10 **Anti-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under this AGREEMENT, CONSULTANT shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation. 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 OUSD policy. In addition, CONSULTANT agrees to require like compliance by all of its subcontractor(s).
- 2.11 **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD'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 OUSD 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.

### 3. AREAS OF AUTHORITY

- 3.1 **Independent Contractor.** This is not an employment contract. CONSULTANT, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. CONSULTANT understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, 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 necessary to do business in the State of California, 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, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 3.2 **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.
- 3.3 **Ownership of Documents.** All documents created by CONSULTANT pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONSULTANT, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the OUSD. CONSULTANT may retain a copy of all materials produced under this Agreement for its use in its business activities.
- 3.4 **Copyright/Trademark/Patent/Ownership.** CONSULTANT understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD 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 OUSD.

- 3.5 **Confidentiality.** The CONSULTANT and all CONSULTANT's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information and documents received that are labeled as confidential. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

#### 4. INDEMNIFICATION

CONSULTANT shall indemnify and save harmless the District and its officers, State Trustee, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of CONSULTANT or loss of or damage to property, arising directly or indirectly from CONSULTANT's performance of this Agreement, except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of the District and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on CONSULTANT, its agents or employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and the District's costs of investigating any claims against the District.

#### 5. INSURANCE

Without in any way limiting CONSULTANT's liability pursuant to the "Indemnification" section of this Agreement, throughout the term of the AGREEMENT, CONSULTANT shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than A-, VIII or higher in Best Insurance Rating Guide, the following policies of insurance:

Workers' Compensation, in statutory amounts, with Employer's Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness; and

Comprehensive General Liability Insurance with limits not less than one million dollars (\$1,000,000) for each occurrence, combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations coverages.

All liability policies that this Section requires CONSULTANT to maintain shall provide for the following: (i) name as additional insureds the District, the School Board, the State Trustee, its officers, agents and employees; and (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement and that insurance applies separately to each insured against whom claim is made or suit is brought.

The above policies of insurance shall be written on forms acceptable to the Risk Manager of the OUSD. Prior to final approval of this Agreement, CONSULTANT shall deliver to the District a certificate of insurance for each required policy with insurers and additional insured policy endorsements for the comprehensive general liability insurance and comprehensive automobile liability insurance. Each policy and certificate shall provide that no cancellation, major change in coverage or expiration shall become effective or occur until at least thirty (30) days after receipt of written notice by the District.



If at any time said policies of insurance lapse or become canceled, this agreement shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONSULTANT to OUSD.

## 6. BILLING

- a. Bills for CONSULTANT fees and expenses must be submitted monthly and within 30 days of the end of the billing period unless otherwise agreed. Bills or invoices should be addressed to:

Jacqueline Minor, General Counsel  
Oakland Unified School District  
1000 Broadway, Room 398  
Oakland, CA

Invoices may be emailed to:

[Jacqueline.Minor@ousd.org](mailto:Jacqueline.Minor@ousd.org)  
and  
[Cindee.LaJoure@ousd.org](mailto:Cindee.LaJoure@ousd.org)

- b. The District will not pay for amounts not reflected on bills or invoices.
- c. The District will pay only the actual costs for reasonable expenses without any premiums or markups.
- d. The District shall reimburse CONSULTANT for necessary photocopying and other expenses at cost, subject to the following limitation:

Copying expense - 10¢ per page

Facsimile expense - 50¢ per page

The District retains the right to audit all bills or files that are or have been the subject matter of any billing in the past. Such an audit will require CONSULTANT to produce any and all documentation that would support the billing submitted by CONSULTANT. CONSULTANT will produce any individual who has submitted billing on behalf of the firm, as well as any firm personnel who would have knowledge or information regarding any billing, and the firm shall produce such persons to answer any and all questions regarding the billings. CONSULTANT acknowledges that the District may utilize its own personnel, an outside auditing service, or such other company or service to perform such audits.

## 7. WAIVER

Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

## 8. MODIFICATION OF AGREEMENT

The parties may amend this Agreement in writing by mutual consent. Changes, including any increase or decrease in the amount of the CONSULTANT's compensation, shall only be effective upon proper Board approval and execution of a duly authorized written amendment to this Agreement.

**9. COMPLIANCE WITH LAWS**

CONSULTANT shall keep itself fully informed of the applicable state and federal law affecting the performance of this Agreement, and shall at all times comply with such laws as they may be amended from time to time.

**10. SECTION HEADINGS**

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

**11. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and supersedes all other oral or written provisions.

**12. SEVERABILITY**


If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

**13. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**

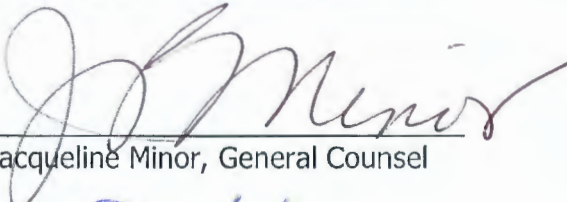
**Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition 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>

IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Agreement on the day first mentioned above.

**SIEGEL & STRAIN**

  
Henry Siegel, Principal

**Oakland Unified School District**

  
Jacqueline Minor, General Counsel

  
\_\_\_\_\_  
President, Board of Education 4/14/16

  
\_\_\_\_\_  
Secretary, Board of Education 4/14/16

Attachment – Scope of Services


File ID Number: 16-0640  
Introduction Date: 4/13/16  
Enactment Number: 16-0538  
Enactment Date: 4/13/16  
By: 

Exhibit A  
Scope of Services and Fee Schedule

15 March 2016

Jacqueline P. Minor, Co-General Counsel  
Office of the General Counsel  
Oakland Unified School District  
1000 Broadway, Suite 680  
Oakland, CA 94607  
Email: jacqueline.minor@ousd.org

Re: Ethel Moore Building, 121 East 11<sup>th</sup> Street, Oakland, CA

The following fee proposal is for the work required to complete an historic evaluation and existing conditions report for the Ethel Moore Building at 121 East 11<sup>th</sup> Street in Oakland. We have also included as a separate line item a fee to complete a cost estimate for the repairs and upgrades that will be identified in the existing conditions report. We understand that while this cost estimate is outside the current scope of work, it may be of interest to the District at some future point.

#### PROJECT DESCRIPTION

The OUSD is in the early stages of planning to develop space to consolidate administrative functions. Their intention is to build on a site that is currently occupied by two buildings that have been identified as potential historic structures. The District's plans anticipate that at least one of these buildings will have to be removed to accommodate the project.

The site is south and east of the channel that connects Lake Merritt with the Oakland Estuary. In addition to the channel, the site is bounded by East 11<sup>th</sup> Street, 2<sup>nd</sup> Avenue, and East 10<sup>th</sup> Street. The buildings on the site are both rated in the Oakland Cultural Heritage Survey (OCHS) and have been identified in the Lake Merritt Station Area Plan as "significant cultural resources" subject to review under CEQA.

The basis for the identification of these resources is limited to two-page DPR523 forms prepared in 1997, OCHS evaluation sheets prepared internally in 2013 by Oakland Planning Department staff, and a file of newspaper clippings and related sources.

The OUSD seeks to learn more about these building, beginning with the Ethel Moore Building at 121 East 11<sup>th</sup> Street, prior to undertaking a complete analysis for CEQA purposes. The intention is to get a better understanding of the history and significance of the Ethel Moore Building to help the District decide on a course of action for the site.

In response to a request from the District, this proposal outlines steps and related fees to prepare a report that will provide the following:

- 1) A more detailed history of the Ethel Moore Building, historic contexts that will give meaning to the history, and an evaluation of significance. This information will help the District understand why the building is significant, how significant it is (or isn't), how important the building may (or may not) be to preserve, and what if any mitigation measures might be appropriate if the building were to be demolished.
- 2) A building condition assessment that identifies the current state of the building, including structural, mechanical, and electrical systems; the extent of loss or damage to historic character-defining features; and code deficiencies. This information will help the District understand the level of work that would be required to repair and upgrade the building to meet current code for occupancy as District offices.
- 3) *Optional*: Conceptual-level cost estimate for the scope of work outlined in the building condition assessment (number 2 above).

## SCOPE OF SERVICES

The following Scope of Services is based on:

- > Preliminary building walkthrough completed by Siegel & Strain on 3/2/16
- > 1921 construction drawings, Ethel Moore Memorial Building, Construction Dept. Board of Education, Oakland, 11/16/21, provided to Siegel & Strain by OUSD.
- > Verbal communication between Jacqueline Minor (OUSD) and Michael Corbett, Architectural Historian, and Mary Hardy (Siegel & Strain Architects)

### Task 1. Preliminary Walk Through:

- Preliminary building walkthrough to view current conditions of building and understand general level of effort required to complete work. (Task was completed 03/02/16)

### Task 2. Research

- Review existing documentation supplied by OUSD.
- Additional archival and online research required for historic evaluation.
- Identify any previous recognition of the building in city surveys, plans, environmental studies, etc. including a search of the CA State Office of Historic Preservation (OHP) Historic Properties Directory.

### Task 3. Existing Conditions Survey & Documentation

- Conduct existing conditions survey:
  - Identify alterations to original building
  - Identify historic character-defining features
  - Identify extent of damage
  - Identify building systems and system deficiencies
  - Identify code, accessibility and life safety deficiencies
  - Photographic documentation (as needed for report)
  - Graphic documentation (as needed for report, using 1921 drawings as base).

### Task 4. Evaluation of historic significance and integrity

- Historic Contexts: Association with Public Health Movement; Ethel Moore; architecture of public health buildings; Architect Charles W. Dickey; and planning of the Oakland Civic Center at lakeshore.
- Discussion of the significance of the building in relation to the CA Register of Historic Resources.

### Task 5. Findings & Recommendations

- Identify repairs and upgrades required to meet current code for occupancy as District offices.
- Identify potential mitigation measures if building were to be demolished.

### Task 6. Report Preparation

- Prepare physical description of building and property.
- Prepare descriptions of existing conditions, repair recommendations and code upgrades.

### Project Assumptions:

1. All site visits, including building condition survey, will be escorted by an OUSD employee.



**FEE PROPOSAL**

<i>Siegel &amp; Strain Architects</i> (Architecture, Historic Preservation, & Project Management)	\$16,025
<i>Michael R. Corbett (Historian &amp; Architectural History)</i>	\$16,500 *
<i>Bluestone Engineering (Structural Engineers)</i>	\$ 3,190 *
<i>McCracken &amp; Woodman (Mechanical and Plumbing)</i>	\$ 3,630 *
<i>Engineering Enterprise (Electrical)</i>	\$ 5,500 *

**SUBTOTAL** **\$44,845**

*Reimbursable expenses*  
(archive entry fees & reproduction costs, mileage, parking) \$600

**TOTAL FEE including Reimbursable expenses** **\$45,445**

**OPTIONAL ADDITIONAL SERVICES – COST ESTIMATE**

*R. Borinstein Company (Cost Estimating)* \$ 4,213 \*

\* Includes 10% consultant mark-up by Siegel & Strain Architects

**EXCLUSIONS and/or ADDITIONAL SERVICES**

Services requested of Siegel & Strain beyond those outline in the above scope of services will be considered extra services and will be billed at an hourly rate of \$165/hr, or will be estimated on a lump sum basis and performed once additional work authorization is received in writing (including email).

- Two (2) meetings with OUSD are included in the base scope of services. Additional meetings will be billed at an hourly rate of \$165/hr.
- Public meetings are outside the base scope of services.

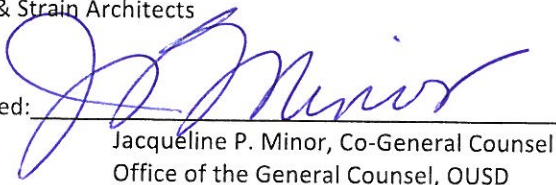
If this proposal is agreeable to you, please sign a copy of this letter and return it for our files. This will serve as a basis of our agreement. Please contact me if there is any additional information you may need.

Best regards,



Mary Hardy  
Director of Historical Projects  
Siegel & Strain Architects

Accepted:



Jacqueline P. Minor, Co-General Counsel  
Office of the General Counsel, OUSD

Date: 3/18/16