

Board Office Use: Legislative File Info.	
File ID Number	15-0026
Introduction Date	1-28-2015
Enactment Number	15-0132
Enactment Date	1/28/15 O.A.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date January 28, 2015

Subject Amendment No. 1, Independent Contractor Agreement - Urban Design Consulting - 955 High Street Paving Project

Action Requested Approval by the Board of Education of Amendment No. 1, Independent Contractor Agreement with Urban Design Consulting for Design Services on behalf of the District at 955 High Street Paving Project, in an amount not-to exceed \$15,000.00 increasing previous contract amount from \$175,150.00 to a not to exceed amount of \$190,150.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background These unforeseen conditions and the additional work by Urban Design due to the phasing of the work at the Warehouse yard have caused these additional costs.

Local Business Participation Percentage 100.00%

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

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



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

Recommendation

Approval by the Board of Education of Amendment No. 1, Independent Contractor Agreement with Urban Design Consulting for Design Services on behalf of the District at 955 High Street Paving Project, in an amount not-to exceed \$15,000.00 increasing previous contract amount from \$175,150.00 to a not to exceed amount of \$190,150.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure J

Attachments

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



AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Urban Design Consulting. OUSD entered into an Agreement with CONTRACTOR for services on May 14, 2014, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u>.
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to cover additional work due to unforeseen conditions found at the corporate yard during construction and the phased construction work at the warehouse yard.</u></p>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u>.	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u>.
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$15,000.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p>		
<p>and the new contract total is One hundred and ninety thousand, one hundred fifty dollars (\$190,150.00)</p>		

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

5. Amendment History:

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

 James Harris, President,
 Board of Education

1/29/15

 Date

 Antwan Wilson, Superintendent
 Secretary, Board of Education

1/29/15

 Date

 Timothy White, Deputy Chief
 Facilities, Planning and Management

1/8/15

 Date

CONTRACTOR

 Contractor Signature

12/17/2014

 Date

Jason J. Ling, Principal

 Print Name, Title

EXHIBIT "A" Scope of Work

Contractor Name: Urban Design Consulting

Billing Rate: Fifteen thousand dollars and no cents (\$15,000.00)

1. Description of Services to be Provided

The scope of the project is to cover additional work due to unforeseen conditions found at the corporate yard during construction and the phased construction work at the warehouse yard.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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

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

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

Susie Butler-Berkley 12-18-2014
Susie Butler-Berkley
Contract Analyst

AMENDMENT TO AGREEMENT

Amendment No. 1 dated, 11/14/2014, to Original Agreement between Oakland Unified School District (OUSD) and Urban Design Consulting Engineers (UDCE) and on the 955 and 900 High Street Paving Project, Oakland, CA.

OUSD hereby requests and authorizes UDCE to perform additional and/or revised services as set forth in this Amendment.

SCOPE OF SERVICES as set forth below or in specified attachment(s):

1. Construction Administration (Continued)

- 1.1. Prepare 900 High Street Paving Phase 2 Construction Documents for Bid
- 1.2. Attend Pre-Bid Walk
- 1.3. Attend Pre-Construction Meeting
- 1.4. Respond to Bidding, Submittal and Requests for Information during Bidding and Construction
- 1.5. Provide As-Needed Geotechnical Engineer
- 1.6. Maintain in our office an annotated set of plans and specifications to track changes
- 1.7. Attend weekly construction meetings / field reviews for 6 week construction period
- 1.8. Attend Punchlist Project Close Out

Terms of COMPENSATION :

Compensation shall be amended for Time and Materials, Not to Exceed \$15,000 without prior written authorization.

ALL PROVISIONS specified in the original Agreement dated 5/14/2014 remain in effect.

OUSD

Urban Design Consulting Engineers

Sign

Sign



Print Name

Print Name Jason Ling

Title

Title Principal

Date

Date 11/14/2014

Summary		
<i>document</i>	<i>date</i>	<i>amount</i>
Original Agreement	5/14/2014	\$175,150.00
Amendment No. 1	11/14/2014	\$15,000.00
Total		\$190,150.00



John Esposito <john.esposito@ousd.k12.ca.us>

955 and 900 High Street - UDCE Amendment request

1 message

Jason Ling <jasonling@urbandesignce.com>

Fri, Nov 14, 2014 at 7:40 AM

To: John Esposito <john.esposito@ousd.k12.ca.us>

Cc: Dean Pontzious <dpontzious@urbandesignce.com>

Hi John,

We are almost at the finish line for the 955 and 900 High Street projects!

Following up on our conversations and Oakland Unified School District's decision to sequentially phase construction for 955 High Street Corporation Yard AC Repaving, then Warehouse Yard Phase 1, then Warehouse Yard Phase 2, Urban Design Consulting Engineers proposes the attached scope and fee amendment. I've also included some of the Geotechnical Engineer's effort to advice on unforeseen saturated soil issues at the Corporation Yard and Warehouse Yard Phase 1. We expect more in Warehouse Yard Phase 2, which I have also included effort for.

The original May 2014 agreement considered concurrent execution of the Corporation and Warehouse Yards. We've successfully stretched (with sizable write-offs as you know) the original budget through most of Warehouse Yard Phase 1, even with the sequential construction.

Please review the attached and authorize UDCE to proceed.

Thank you!

Jason

Client#: 15493

URBANDES11

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
4/16/2014

PRODUCER

Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Urban Design Consulting Engineers
4400 Market Street, Suite 800
Oakland, CA 94608INSURER A: **Associated Indemnity Corp.**INSURER B: **Travelers Property Casualty Co**INSURER C: **XL Specialty Insurance Co.**

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	GENERAL LIABILITY	AZC80872285	03/12/14	03/12/15	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY	AZC80872285 *Shared w/ General Liab.	03/12/14	03/12/15	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000*
	<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				BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB2749T693	03/12/14	03/12/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	DPS9713637	03/12/14	03/12/15	\$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: Agreement for Architect and Engineering - Urban Design Consulting-955 High Street Paving project - \$175,150.00

(See Attached Descriptions)

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Oakland Unified School District
Attn: Susie Berkley
955 High Street
Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Naomi M. Barrett

DESCRIPTIONS (Continued from Page 1)

GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District and the State and their agents, representatives, employees, trustees, officers, consultants and volunteers.

Insurance is primary and non-contributory per policy wording.

Additional Insured - Owners, Lessees or Contractors - AB 90 67 12 93

Policy Amendment Section II

Insured Urban Design Consulting Engineers

Policy Number AZC80872285

Producer Dealey, Renton & Associates

Effective Date 03/12/14

Schedule

Name of Person(s) or Organization(s)

Description of Operations

Oakland Unified School District

Attn: Susie Berkley

955 High Street

Oakland, CA 94601

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

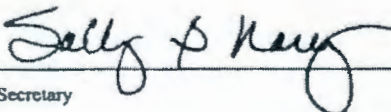
The following is added to Part I - WHO IS AN INSURED in the Business Liability Section of this policy

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


Secretary


President


Board Office Use: Legislative File Info.	
File ID Number	14-0839
Committee	Facilities
Introduction Date	5-14-2014
Enactment Number	14-0882
Enactment Date	5/14/14




OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education 

From Dr. Gary Yee, Ed.D., Acting Superintendent and Secretary, Board of Education
By: Vernon Hal, Deputy Superintendent, Business Operations 
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date May 14, 2014

Subject Agreement for Architectural Services - Urban Design Consulting Engineers - 955 and 900 High Street Paving Project

Action Requested Approval by the Board of Education of an Agreement for Architectural Services with Urban Design Consulting Engineers for Design Services on behalf of the District at 955 and 900 High Street Paving Project, in an amount not-to exceed \$175,150.00. The term of this Agreement shall commence on May 14, 2014 and shall conclude no later than June 23, 2016.

Background The existing parking lot surfaces and sub-bases are showing signs of deterioration and has many cracks, potholes and ponding water throughout their yards. Asphalt pavement has weakened and failed structural sections have been detected in many areas. There is a pressing need to remove all existing paving and replace with new asphalt paving to bring parking lots up to District standards, including proper drainage and repair of underground utilities as needed.

Local Business Participation Percentage 90.00%

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,



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

Approval by the Board of Education of an Agreement for Architectural Services with Urban Design Consulting Engineers for Design Services on behalf of the District at 955 and 900 High Street Paving Project, in an amount not-to exceed \$175,150.00. The term of this Agreement shall commence on May 14, 2014 and shall conclude no later than June 23, 2016.

Fiscal Impact

Measure J, Fund 31

Attachments

- Agreement for Architectural Services including scope of work
- Certificate of Insurance
- Urban Design Consulting Proposal

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

955 and 900 High Street Paving Project

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **11th day of April, 2014** by and between the Oakland Unified School District, Oakland, California ("District") and **Urban Design Consulting Engineers** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

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

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

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

The scope of the project is to provide design and engineering services for 955/900 High Street Paving Replacement Project. Design services will include but are not limited to items in Attachment A, which is attached.

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

The project will commence May 14, 2014 and conclude no later than June 23, 2016.

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

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

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One hundred seventy-five thousand, one hundred fifty dollars and no cents (\$175,150.00)**. District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Not applicable.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any

purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination.**

- 12.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 12.3.1. material violation of this Agreement by the Consultant; or
 - 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of those expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of

any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

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

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

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

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

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

20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certificate 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 2 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all District contracts. Consultant shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. Please refer to the District's S/SL/SLRBE Policy; a copy can be obtained for the OUSD website: www.ousd.k12.ca.us
23. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 24.2. Announced and unannounced observance of Consultant, Consultant's employec(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:

Jason Ling
Urban Design Consulting Engineers
4400 Market Street, Suite 800
Oakland, CA 94608

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

28. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

30. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

32. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

33. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

34. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

35. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

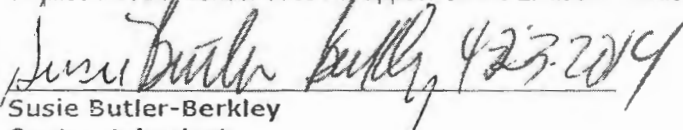
36. Signature Authority. Each party has the full power and authority to enter into and perform

this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

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

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

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


Susie Butler-Berkley
Contract Analyst

Information regarding Consultant:

Consultant: UrbanDesignConsulting Engineers 80-0246766
License No.: CA PE C60493 Employer Identification and/or Social Security Number
Address: 4400 Market St. Ste 800
92 St Oakland, CA 94608
Telephone: 510/868-1085
Facsimile: _____
E-Mail: Jason.ling@UrbanDesignCE.com
Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: CA
 Limited Liability Company
 Other: _____

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


WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 4/16/2014
Proper Name of Consultant: Urban Design Consulting Engineers
Signature: 
Print Name: Jason J. Ling
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: _____

Title: _____

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.

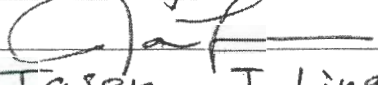
Date: 4/16/2014
Proper Name of Consultant: Urban Design Consulting Engineers
Signature: 
Print Name: Jason J. Ling
Title: Principal

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: 4/16/2014

Proper Name of Consultant: Urban Design Consulting Engineers

Signature: 

Print Name: Jason J Ling

Title: Principal

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

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



EXHIBIT A 1

April 3, 2014

Oakland Unified School District
Attn: Tadashi Nakadegawa, Director
Department of Facilities Planning and Management
955 High Street
Oakland, CA 94601

Phone: 510-879-2962
Email: tadashi.nakadegawa@ousd.k12.ca.us

Re: Proposal for Professional Services on 900 High Street Warehouse Yard for Oakland Unified School District, Oakland, CA to Replace AC Paving

Dear Mr. Nakadegawa,

Urban Design Consulting Engineers is **extremely enthusiastic** to present our exciting team and to help Oakland Unified School District (OUSD) make this project successful! All members of our team have worked together on previous successful OUSD projects and we bring a plethora of experience to you. Our Design Team, led by our seasoned, licensed Civil Engineer certified as a Project Management Professional, is the perfect team to execute the 900 High Street Project for Oakland Unified School District.

Our team provides the following benefits to the project:

- We focus on **predictable constructability** to help manage costs where most of the expense is – in construction;
- **Our full-time licensed contractor** is part of the project from the start to finish, with an experienced eye on value and constructability;
- Our team **is local** and is a proponent of hiring local;
- We have hands-on **understanding of Oakland Unified School District and its standards** through our work on many OUSD projects;
- We **understand the nuances of the scope** and are ready to bring the project to fruition;
- Owner-**Principals** of the firms **are** our team and are **fully committed** to being hands-on for this project's success;
- Our Principals and proposed staff are **seasoned professionals** who are passionate about the industry;
- Our design team has a **long and successful history of bringing projects to successful completion**;
- Our office and team are minutes away from the site, with easy quick access to the OUSD 900 High St Warehouse Yard.

Our **recently completed site development projects** in Oakland (for OUSD) between \$500,000 to \$1.5M construction cost and using the **same** design team we are proposing for this project were completed with high client satisfaction and high quality with **final construction value under budget returning money to the Client**. (Reference William Newby 510-532-2802, Oakland Unified School District, on Washington Elementary Schoolyard Improvements Phase 1, 2011, Washington Elementary Schoolyard Improvements Phase 2, 2012, Sobrante Elementary School Improvements, 2012, and Lowell Middle School Improvements, 2012). All of these projects were **bid by contractors within an average of 3% from lowest to second lowest**. These bidding numbers can be interpreted to represent an extremely tight set of construction documents and a distinct advantage for a client using public bidding construction.

OUSD at 900 High Street Warehouse Project, Civil Proposal, 4/3/2014, Page 1 of 6

SCOPE OF WORK

Limit of Work:

- As shown in the Figure 1 below. Blue line illustrates approximate property boundary and Limit of Work. Red line illustrates approximate property owned by SPRR.
- Work is to be performed only for AC paved surfaces within the Limit of Work.



Figure 1: Approximate property boundary and Limit of Work

Design Elements:

- Geotechnical Exploration
- Topographic Survey
- Grading and Drainage
- Pavement Structural Section
- Pavement Delineation
- Construction Details
- Technical Specifications
- Construction Administration

Design Baseline:

- Concurrent project execution with 900 High Street Warehouse Project



- City of Oakland Design Standards where it applies, Construction Specifications Institute (CSI) 5-digit Specifications and CalTrans Standard Specifications
- AutoCAD 2014 and AutoCAD Civil 3D 2014, National CAD Standard

Phases:

- Field Survey and Geotechnical Exploration, Construction Documents at 65%, 100% and Construction Administration

Project Core Team:

Jason Ling, PE, PMP, QSD	Project Manager Civil Engineer	Urban Design Consulting Engineers, Oakland
Michael Khaykin	Sr. Civil Designer / CADD	Urban Design Consulting Engineers, Oakland
Dean Pontzious	Construction Subject Matter Expert, Licensed Contractor	Urban Design Consulting Engineers, Oakland
Brenda Fregoso	Civil Designer / CADD	Urban Design Consulting Engineers, Oakland
<i>Subconsultants</i>		
Joseph Brajkovich, PLS	Field Surveying	PLS Inc., Oakland
Paul Lai, PE, GE	Geotechnical Engineer	Lai & Associates, Pleasanton
ACC Environmental	Environmental Consultants	ACC, Oakland

Basic Services

- i. Kickoff Meeting(s) to reconfirm scope, cost and project schedule

1. Field Survey and Geotechnical Exploration

- 1.1. Boundary survey based on "Limit of Work" aerial. Boundary calculated from documents provided by the Client. Monuments are rare in the area. See Field Survey Scope of Work for parameters..
- 1.2. Perform Field Survey
- 1.3. Receive and review record drawings from Client on existing Sanitary Sewer, Storm Drainage, Recycled Water (if any), Water, Irrigation, Electrical, Gas, telecom systems and underground tanks. Perform Electronic Detection to trace-in-field to ASCE 38-02 **Subsurface Quality Level B**. Exact horizontal and vertical locations to Qualify Level A will require potholing as Additional Services. At this point, we don't anticipate that this project requires accuracy of underground utilities above Quality Level B.
- 1.4. Review existing Storm Drain mapping from the district's SWPP Plan.
- 1.5. Geotechnical Exploration to determine R-value, confirm structural sections for existing AC paving areas and calculate. See Geotechnical Engineering Scope of Work for parameters.
 - 1.5.1. Provide Engineering Analysis
 - 1.5.2. Summarize findings, conclusions and recommendations in a formal report containing:
 - 1.5.2.1. Vicinity map
 - 1.5.2.2. Site plan, showing the locations of the test pits
 - 1.5.2.3. Test pit logs
 - 1.5.2.3.1. Geotechnical recommendations for site preparation, pavement, structural section and site grading.
- 1.6. Up to 4 field visits to review storm drainage systems cleaned by OUSD.
- 1.7. Prepare existing grading with computer Civil 3D surface modeling and cross-sections.
- 1.8. Prepare Plans based on a Pre-Design meeting with OUSD Buildings and Grounds.
- 1.9. Perform video inspection of existing storm drainage pipes to assess condition and recommend repairs prior to re-paving, if any.



2. Construction Documents 65%

- 2.1. Coordinate with OUSD for work to be completed, limit of work and defined scope
- 2.2. Attend Pre-Design meeting with Building & Grounds to develop design criteria for Task 2.3
- 2.3. Prepare Circulation, working areas and parking layout for services and staff vehicles
- 2.4. Prepare Schematic Grading and Drainage Plan for OUSD concurrence prior to preparing Construction Documents
- 2.5. Prepare 65% Construction Plans
 - 2.5.1. Existing Condition Plan
 - 2.5.2. Demolition Plan
 - 2.5.3. Site Plan
 - 2.5.4. Grading Plan
 - 2.5.5. Drainage Plan
 - 2.5.6. Construction Details
 - 2.5.7. Erosion and Sediment Control Plan
 - 2.5.8. Submit 4 paper copies 22"x 34" plans and PDF's.

3. Construction Documents 100%

- 3.1. Design and Prepare
 - 3.1.1. Review and coordinate with Client comments on the previously prepared Construction Documents
 - 3.1.2. Prepare Plans described in 2.5.x above
- 3.2. Prepare Technical Specifications
- 3.3. Submit 4 paper copies full-size plans and PDF's for final Client review

4. Construction Administration

- 4.1. Attend Pre-Bid Walk
- 4.2. Attend Pre-Construction Meeting
- 4.3. Respond to Bidding, Submittal and Requests for Information during Bidding and Construction
- 4.4. Maintain in our office an annotated set of plans and specifications to track changes
- 4.5. Attend weekly construction meetings / field reviews for 6 week construction period
- 4.6. Attend Punchlist Project Close Out

Schedule

Mutually agreed upon schedule.

Fee for Basic Services

<i>Task</i>	<i>Time and Materials (Not to Exceed without prior written authorization), billable monthly</i>
1. Field Survey and Geotechnical Exploration	\$45,370
2. Construction Documents 65%	\$22,800
3. Construction Documents 100%	\$15,760
4. Construction Administration	\$8,770
Reimbursable	\$550
Fee Proposal for Basic Services	\$93,250

See Project Estimate for details.



Optional Services

	Scope	Fee Estimate (Time & Materials, by Task)
A.	Environmental assessment of potential hazardous materials and underground storage tanks. Please initial _____ to activate this Optional Service.	Suggested Budget \$5,000

Excluded Services

- Application and Permit fees
- OUSD acknowledges and is responsible for DSA and City Building Permit processing
- Plans will remain unsigned until DSA and City Building Permit submission
- OUSD acknowledges and is responsible for any agreements necessary for SPRR owned areas
- Permit and approval coordination
- Design or coordination of any other work not specified, Environmental, Potholing, Structural, and Electrical
- Bulk Printing
- Right-of-Way acquisition, legal description, and coordination
- Special Inspections

Reimbursable expenses

Printing of Plan sets for internal reviews

Other parameters

Any services not included above shall be considered Additional Services and shall be paid for by the Client in addition to the compensation for Basic Services. Additional Services shall only be provided if authorized in writing by Client. Additional Services shall include, but not limited to:

- Making revisions to drawings, specifications, or other documents when such revisions are, a) inconsistent with approvals or instructions previously given by Client; b) required by revision of codes, laws or regulations subsequent to the preparation of such documents; or c) due to changes required as a result of Client's failure to render decisions in a timely manner.
- Providing services required due to significant changes in the project, including but not limited to, size, quality, complexity, schedule, or method of contracting for construction.
- Preparing drawings, specifications, or other documents and providing other services in connection with construction change orders.
- Providing services in connection with substitutions proposed by the construction contractor.
- Providing services made necessary by default of the construction contractor, or by major defects of deficiencies in the work of the construction contractor.
- Providing services in evaluating an extensive number of claims submitted by the construction contractor or others in connection with the work.
- Providing services in connection with a public hearing, arbitration proceeding, or legal proceeding except where Consultant is a party thereto.
- Preparing documents for alternate, separate, or sequential bids.

Additional Services will be performed on a time and materials basis per Urban Design Consulting Engineer's Fee Schedule in effect at time services are performed, or for a mutually agreed upon lump sum, as negotiated by Client and Consultant prior to commencing such services.

Please contact us anytime. We look forward to helping you make this project a success!




Sincerely,

A handwritten signature in black ink, appearing to read 'Jason J. Ling', is written over a horizontal line.


Urban Design Consulting Engineers
Jason J. Ling, PE, PMP, QSD
Principal

Attachment:

Field Survey Scope of Work
Geotechnical Engineer Scope of Work
Project Schedule
Project Estimate



PLS Surveys, Inc.
e-mail: pssurv@pacbell.net



2220 Livingston Street, Suite 202
Oakland, California 94606
510.261.0900 FAX 510.261.3303

PROPOSAL

TO: HAYWARD ANDERSON - URBAN DESIGN CONSULTING ENGINEERS
FROM: JOSEPH M. BRAJKOVICH, PLS
SUBJECT: 900 & 955 HIGH STREET
DATE: APRIL 2, 2014
EMAIL: HABDERSON@URBANDESIGNCE.COM

PLS Surveys, Inc. is a Licensed Land Surveying firm, begun in 1991, adding hydrographic surveying in 1997. Per your request, and based on the information provided, the following is proposed:

PLS Surveys Inc. will provide a boundary and topographic survey for each site noted above.

The survey will encompass the "Urban Design: Basic Field Requirements", to include:

1. Street name, parcel area.
2. Type and name of surrounding buildings, structures, utilities.
 - a. Description: address, material, condition.
 - b. Utility: above/underground, type, number of cables or wiring, voltage.
 - c. Manholes/Vault: type, material, condition, surrounding material and condition, pipe material, diameter, depth and size.
3. Buildings: number of stories, entrances, door sizes and finish floor or threshold elevations.
4. Retaining Wall: type, material, thickness, height, elevations will be provided at the top and bottom of the walls.
5. Drainage System: type, rim and invert elevations, flow or stream direction, inlet locations, condition, and pipe material.

"Urban Design: Office and Deliverable Requirements" will be followed, including:

1. Use National CAD Standards
2. Use UDCE template: "UDCE-SURVEY-2013.dwt"
3. Use object color, line types, line width by layer, not by object
4. Make separate layers for each utility line and utility object
5. Establish two drawings:
 - a. 2D plan drawing with everything on elevation zero, with survey control plan, table, and notes. Using line or polylines, and descriptions.

- b. 3D model of the existing surface with points and contours. Using feature lines and topo points.
6. Required Deliverables

PLS Surveys will also follow the City of Oakland's "Basic Requirements for Surveying Services", and the "Professional Land Survey Act" for filing a record of survey.

Because of the nature of the sites, a record of survey is required for each.

Boundary/Right-of-Way:

There are not enough monuments of record to re-trace the boundary/street right-of-way. There are no monuments in 42nd Ave, High Street, or 45th Ave. There are monuments shown in San Leandro Street at 39th, 40th, and 41st Avenues. The City of Oakland's monument maps define the right-of-way based on the face-of-curb location. Our boundary survey will extend a block or two from the sites. Once we establish the boundary/right-of-way retracement, we will record the retracement by filing the record-of-survey.

Underground Utility As-Built Drawings:

Letters requesting as-built drawings will be sent out to the controlling agencies. We will not be responsible for their lack of response. Certain agencies are reluctant to supply their as-builts for fear that they will be used incorrectly. A utility locating company will be hired to locate and mark as well as they can.

~~Boundary Research:~~

~~Oakland Unified School District will supply copies of their title report or deeds to the parcels, if none are available a title company will be hired to research the county records and prepare preliminary title reports. Their fee is not included and will be supplied when requested.~~

The survey area will include the sidewalks, curb drains under the sidewalks, top-of-curb and flowline, surface utilities, gas pumps, stairs, ramps, carports, storage areas, and utility connections at buildings where evidence suggests.

Elevations along the sidewalk will be at approximately 25 foot cross sections, on site a 20x20 foot grid format will be used along with additional locations as needed to define the site conditions.

Fee Summary:

- Boundary/Right-of-Way Retracement
- Topographic Survey of Site
- Boundary Field Work - Locating Control and Monumentation
- CAD Drafting
- Record-of-Survey Calculation
- Preparing Map for Filing
- ROS Monuments Setting
- Monument Verification

900 High Street Fee:

PLS Surveys Fee: \$15,000.00
Utility Locator Company Fee: \$1,800.00
~~Monuments Installed (\$3,000 per unit, 2 total): \$6,000.00~~
~~Title Company "Title Report" Preparation Estimate: \$3,000.00~~
900 High Street Field Survey Total \$16,800

955 High Street Fee:

PLS Surveys Fee: \$9,800.00
Utility Locator Company Fee: \$1,800.00
~~Monuments Installed (\$3,000 per unit, 2 total): \$6,000.00~~
~~Title Company "Title Report" Preparation Estimate: \$3,000.00~~
955 High Street Field Survey Total: \$11,600

This Proposal shall become by this reference, a part of any contract. Consultant reserves the right to withdraw this Proposal if a valid contract is not negotiated. PLS Surveys, Inc. is a certified L/SLBE. A copy of our certification(s) can be provided if required. If you have any questions, please contact me.

Sincerely,

Joseph M. Brajkovich

Joseph M. Brajkovich, PLS
Vice-President & Survey Manager

LAI & ASSOCIATES
GEOTECHNICAL ENGINEERS

Via Email

March 27, 2013
Job No. 8137.000

Mr. Jason Ling
Urban Design Consulting Engineers
4400 Market Street, Suite 800
Oakland, California 94608

Subject: Proposal
 Geotechnical Engineering Services
 Proposed Warehouse Yard Improvements
 Oakland Unified School District Office
 900 High Street
 Oakland, California

Dear Mr. Ling:

We are pleased to submit this proposal to provide geotechnical engineering services during design and construction of the proposed yard improvements for the Oakland Unified School District Warehouse Complex at 900 High Street in Oakland, California. The warehouse complex is located on southeast side of High Street at Wattling Street. This proposal has been prepared based on our discussion with you and our experience in the area.

Based on our discussion with you, we understand that the proposed yard improvements include new asphalt concrete pavements, a possible trash enclosure and minor underground utilities. We recommend that our services include the following:

1. Review public pertinent geologic and geotechnical literature and maps in our files;
2. Drill 3 to 4 borings to depths of up to 5 feet below the existing ground surface using a truck-mounted drill rig;
3. Obtain a sample of the near-surface soils for R-value test;
4. Provide geotechnical recommendations for the design and construction of the proposed asphalt concrete pavements, a possible trash enclosure and underground utilities in a written letter;
5. Provide up to about 16 hours of geotechnical consultation during design and construction; and
6. Provide geotechnical observation and testing during construction.

We propose to provide our services on a time-and-expense basis in accordance with the attached Fee Schedule – 2014. We are prepared to provide the scope of services outlined above for an estimated cost of \$15,500, distributed roughly as follows:

415 Boulder Court, Suite 400, Pleasanton, CA 94566; Cell: (925) 639-3836; Email: paulsai11@gmail.com

TASK DESCRIPTION	ESTIMATED COSTS
Limited Geotechnical Investigation (including 3 to 4 borings, a R-value test and report preparation)	\$ 4,500
Consultation during Design and Construction (estimated up to 16 hours of consultation)	\$ 3,000
Observation and Testing during Subgrade Preparation, Underground Utility Installation and Aggregate Base Placement (estimated eight 4-hour visits at \$500/visit)	\$ 4,000
Geotechnical Observation and Testing during Asphalt Concrete Placement (estimated two 8-hour visits at \$1,000/visit)	\$ 2,000
Laboratory Testing	\$ 1,250
Construction Report	\$ 750
ESTIMATED TOTAL	\$ 15,500

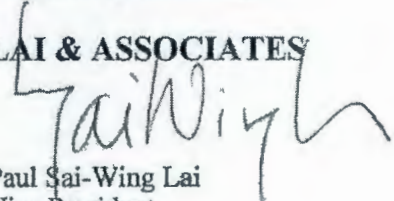
The time estimate for our services is not exact because many factors during construction (i.e., construction schedule, contractor's rate of progress, weather, and actual subsurface conditions encountered) are beyond our control. The above cost estimate does not include charges for observation and retesting during the repair of unsatisfactory work performed by the contractor. We have assumed an 8-hour day and a five-day week (Monday through Friday); overtime will result in extra costs. In addition, the above cost estimate does not include show-up time when our field technician is scheduled for the project and the contractor cancels work without adequate notice. We have a three-hour minimum charge for show-up time. Should such charges be incurred, they will be billed to you but could be itemized if requested.

We will keep you advised of our job charges by issuing monthly progress billings and will inform you of any changed condition which might significantly affect our total fee.

If you have any questions regarding our fee or scope of services, please do not hesitate to call us. If this proposal meets your approval, please provide an Urban Design Consulting Engineers' contract to us as the authorization of our work. Thank you for the opportunity to respond to your needs.

Respectfully submitted,

LAI & ASSOCIATES


Paul Sai-Wing Lai
Vice President
GE 2326

PSL/PROPOSAL

Attachment: Fee Schedule - 2014

LAI & ASSOCIATES

FEE SCHEDULE - 2014 General

Billing Rate/Hour

Principal Engineers and Geologists	\$200.00
Senior Engineers and Geologists	152.00
Project Engineers and Geologists	137.00
Staff Engineers and Geologists	121.00
Engineering Technicians	105.00
Draftsman	90.00
Word Processor	63.00
Clerical	42.00
Outside Services	Cost + 20%
Vehicle	60g/mile
Nuclear Density Gauge (Two-Hour Minimum)	12.00
Seismograph (12 Channel)	409.00/day
Slope Indicator	289.00/day
Shoring	122.00/day
Water Pump	35.00/day
Piezometer Read-Out Unit	174.00/day
Settlement Transducer Read-Out	174.00/day

Overtime work performed at the request of the Client or necessitated by Contractor working overtime will be billed at 1.5 times the hourly rates listed above.

Expert witness testimony/deposition minimum charges: \$3,000/day, \$2,000/half-day; preparation at applicable hourly rates.

Project-related out-side costs including: Equipment rental, consultants, special fees, permits or insurance, meals and lodging and other similar items are billed at cost + 20%. In lieu of individually charging for photo copies, federal express, facsimile, telephone and clerical time a flat fee of 2% of total labor will be charged. Copies of previously issued reports of up to 50 pages will be billed at \$80.00 for the first copy, and \$40.00 for each additional copy. Specific quotes for larger reports and/or reports containing drawings larger than 8 1/2 X 11 inches.

Laboratory Tests

(Unit charge for laboratory testing including the normal laboratory work and report of results only. Unusual or time-consuming sample preparation or special tests are billed at hourly charge for the laboratory technician. Charges for testing which are not listed will be given upon request. Similarly, a reduction of the Fee Schedule rate can be given for a large number of tests).

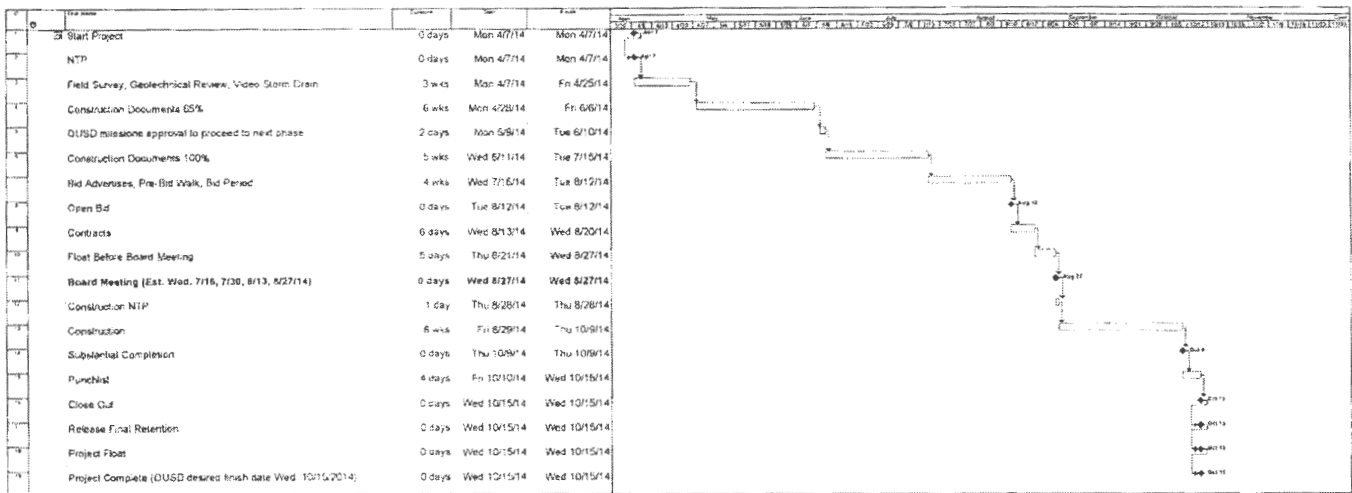
	Billing Rate/Test		Billing Rate/Test
Classification Tests			
Atterberg Limits (PI & LL)	\$250	Shrink/Swell Tests (including moisture content and dry unit weight determinations)	
Sieve Analysis	240	A. Undisturbed	100
Percent Passing #200 Sieve	65	B. Remolded	191
Hydrometer Analysis	145	Strength Tests (including moisture content and dry unit weight determinations)	
Sand Equivalent	125	Direct Shear, Per Point	
Specific Gravity	150	A. Undisturbed	61
Bulk Specific Gravity	130	B. Remolded	119
Moisture Content/Unit Weight	35	Triaxial Compression, Per Point	
Compaction Curves			
A. 4-Inch Mold	280	A. Unconsolidated, Undrained	155
B. 6-Inch Mold	330	B. Unconsolidated, Undrained & Backsaturation	264
C. Cal Impact (Wet)	240	C. Consolidated, Undrained	284
D. Cal Impact (Dry)	280	D. Consolidated, Undrained & Backsaturated	358
E. 1 Point Verification	102	E. Consolidated, Drained	280
Durability Factor			
A. Fine	115	F. Pore Pressure Measurements	94
B. Coarse	190	G. Remolded Specimens, Add, Per Point	67
C. A. Raffier	240	Unconfined Compression	
R-Value Tests			
Not Requiring Reproportioning	330	A. Undisturbed	100
Requiring Reproportioning	370	B. Remolded	158
Cement, Lime, Other	370	Consolidation Tests (including moisture content and dry unit weight determinations)	
Concrete Tests (including moisture content and dry unit weight determinations)			
A. Compression Tests (each specimen)	35	A. Undisturbed	237
B. Trial Batch	960	B. Remolded	303
		C. Time Compression Curve, Per Increment	67
		Asphaltic Concrete	
		A. Maximum Density	180
		B. Extraction	160
		C. Gradation	240

A new Fee Schedule is issued at the beginning of each year. Unless other arrangements have been made, charges for all work performed after December 31, 2014, (including projects initiated in the prior year) will be based on the new schedule of charges.

A service charge of one percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.



ESTIMATED PROJECT SCHEDULE
 936 AND 965 HIGH STREET REPAIRING PROJECTS, OAKLAND, CA





Fee Schedule
(Effective January 1, 2014)

Principal	190
Associate Engineer	130
Associate Designer	120
CADD	100
Business Coordinator	95
Word Processor & Clerical Support	80

Services will be billed in accordance with hourly rates (in US Dollar) listed above. These rates are subject to change on a semi-annual basis. For other than professional employees, time spent over 8 hours per day, time spent on swing shifts, and time spent on Saturdays will be charged at 1.5 times the hourly billing rate. Work on Sundays will be charged at 2.0 times the hourly billing rate and holiday work will be charged at 2.5 times the hourly billing rate. All field personnel charges are portal to portal. Professional employees will not be charged out at premium charge rates for overtime work.

Expenses are billed at cost plus 15%.



April 3, 2014

EXHIBIT A 2

Oakland Unified School District
Attn: Tadashi Nakadegawa, Director Facilities
Planning and Management
955 High Street
Oakland, CA 94601

Phone: 510-879-2962
Email: tadashi.nakadegawa@ousd.k12.ca.us

Re: Proposal for Professional Services at 955 High Street Corporation Yard for Oakland Unified School District, Oakland, CA to replace the AC Paving and Drainage Modifications as necessary

Dear Mr. Nakadegawa,

Urban Design Consulting Engineers is **extremely enthusiastic** to present our exciting team and to help Oakland Unified School District (OUSD) make this project successful! All members of our team have worked together on previous successful OUSD projects and we bring a plethora of experience to you. Our Design Team, led by our seasoned, licensed Civil Engineer certified as a Project Management Professional, is the perfect team to execute the 955 High Street project for Oakland Unified School District Project.

Our team provides the following benefits to the project:

- We focus on **predictable constructability** to help manage costs where most of the expense is – in construction;
- **Our full-time licensed contractor** is part of the project from the start to finish, with an experienced eye on value and constructability;
- Our team **is local** and is a proponent of hiring local;
- We have hands-on **understanding of Oakland Unified School District and its standards** through our work on many OUSD projects.
- We **understand the nuances of the scope** and are ready to bring the project to reality;
- Owner-**Principals** of the firms **are** our team and are **fully committed** to being hands-on for this project's success;
- Our Principals and proposed staff are **seasoned professionals** who are passionate about the industry;
- Our design team has a **long and successful history of bringing projects to successful completion**;
- Our office and team are minutes away from the site, with easy quick access to the 955 High Street Corporation Yard.

Our **recently completed site development projects** for OUSD range between \$500,000 to \$1.5M construction cost using the **same** design team we are proposing for this project. These projects were completed with high client satisfaction and high quality with **final construction value under budget, returning money to the Client**. (Reference William Newby 510-532-2802, Oakland Unified School District, on Washington Elementary Schoolyard Improvements Phase 1, 2011, Washington Elementary Schoolyard Improvements Phase 2, 2012, Sobrante Elementary School Improvements, 2012, and Lowell Middle School Improvements, 2012). All of these projects were **bid by contractors within an average of 3% from lowest to second lowest**. These bidding numbers can be interpreted to represent an extremely tight set of construction documents and a distinct advantage for a client using public bidding construction.

OUSD 955 High St. Corporation Yard, Civil Proposal, 4/3/2014, Page 1 of 6

4400 MARKET STREET, SUITE 800, OAKLAND, CA 94608 | www.UrbanDesignCE.com | 510 868 1085
SPECIALIZING IN URBAN DEVELOPMENT, CIVIL ENGINEERING AND PROJECT MANAGEMENT
UTILITIES | STREETScape | SITE DEVELOPMENT | JOINT TRENCH | STORMWATER

SCOPE OF WORK

Limit of Work:

- As shown in Figure 1 below (red line illustrates approximate property boundary and Limit of Work)
- Work is to be performed only for AC paved surfaces within the Limit of Work



Figure 1: Approximate property boundary and Limit of Work

Design Elements:

- Geotechnical Exploration
- Topographic survey
- Grading and Drainage
- Pavement Structural Section
- Pavement Delineation
- Construction Details
- Technical Specifications
- Construction Administration

Design Baseline:

- Concurrent project execution with 900 High Street Warehouse Project
- City of Oakland Design Standards where it applies, Construction Specifications Institute (CSI) 5-digit Specifications and CalTrans Standard Specifications
- AutoCAD 2014 and AutoCAD Civil 3D 2014, National CAD Standard

OUUSD 855 High St. Corporation Yard, Civil Proposal, 4/3/2014, Page 2 of 6



Phases:

Construction Documents at 65% and 100%, Construction Administration

Project Core Team:

Jason Ling, PE, PMP, QSD	Project Manager Civil Engineer	Urban Design Consulting Engineers, Oakland
Michael Khaykin	Sr. Civil Designer / CADD	Urban Design Consulting Engineers, Oakland
Dean Pontzious	Construction Subject Matter Expert, Licensed Contractor	Urban Design Consulting Engineers, Oakland
Brenda Fregoso	Civil Designer / CADD	Urban Design Consulting Engineers, Oakland
<i>Subconsultants</i>		
Joseph Brajkovich, PLS	Field Surveying	PLS Inc., Oakland
Paul Lai, PE, GE	Subject Matter Expert Geotechnical Engineer	Lai & Associates, Pleasanton
Julia Siudyla	Environmental Consultants	ACC Environmental Consultants, Oakland

Basic Services

- i. Kickoff Meeting(s) to reconfirm scope, cost and project schedule

1. Field Survey and Geotechnical Exploration

- 1.1. Perform Field Survey. See Field Survey Scope of Work for parameters.
- 1.2. Receive and review record drawings from Client on existing Sanitary Sewer, Storm Drainage, Recycled Water (if any), Water, Irrigation, Electrical, Gas, telecom systems and underground tanks. Perform Electronic Detection to trace-in-field to ASCE 38-02 **Subsurface Quality Level B**. Exact horizontal and vertical locations to Qualify Level A will require potholing as Additional Services. At this point, we don't anticipate that this project requires accuracy of underground utilities above Quality Level B.
- 1.3. Review existing Storm Drain mapping from the district's SWPP Plan.
- 1.4. Geotechnical Exploration to determine R-value, confirm structural sections for existing AC paving areas and calculate. See Geotechnical Engineering Scope of Work for parameters.
 - 1.4.1. Provide Engineering Analysis
 - 1.4.2. Summarize findings, conclusions and recommendations in a formal report containing:
 - 1.4.2.1. Vicinity map
 - 1.4.2.2. Site plan, showing the locations of the test pits
 - 1.4.2.3. Test pit logs
 - 1.4.2.3.1. Geotechnical recommendations for site preparation, pavement, structural section and site grading.
- 1.5. Up to 4 field visits to review storm drainage systems cleaned by OUSD.
- 1.6. Prepare existing grading with computer Civil 3D surface modeling and cross-sections.
- 1.7. Perform video inspection of existing storm drainage pipes to assess condition and recommend repairs prior to re-paving, if any.
- 1.8. Prepare Plans based on a Pre-Design meeting with OUSD Buildings and Grounds.

2. Construction Documents 65%

- 2.1. Coordinate with OUSD for work to be completed, limit of work and defined scope
- 2.2. Attend Pre-Design meeting with Building & Grounds to develop design criteria for Task 2.3
- 2.3. Prepare Circulation, working areas and parking layout for services and staff vehicles
- 2.4. Prepare Schematic Grading and Drainage Plan for OUSD concurrence prior to preparing Construction Documents



- 2.5. Prepare 65% Construction Plans
 - 2.5.1. Existing Condition Plan
 - 2.5.2. Demolition Plan
 - 2.5.3. Site Plan
 - 2.5.4. Grading Plan
 - 2.5.5. Drainage Plan
 - 2.5.6. Construction Details
 - 2.5.7. Erosion and Sediment Control Plan
 - 2.5.8. Submit 4 paper copies 22"x 34" plans and PDF's.

3. Construction Documents 100%, Stamped and Signed

- 3.1. Design and Prepare
 - 3.1.1. Review and coordinate with Client comments on the previously prepared Construction Documents
 - 3.1.2. Prepare Plans described in 2.5.x above
- 3.2. Prepare Technical Specifications
- 3.3. Submit 4 paper copies full-size plans and PDF's for final Client review

4. Construction Administration

- 4.1. Attend Pre-Bid Walk
- 4.2. Attend Pre-Construction Meeting
- 4.3. Respond to Bidding, Submittal and Requests for Information during Bidding and Construction
- 4.4. Maintain in our office an annotated set of plans and specifications to track changes
- 4.5. Attend weekly construction meetings / field reviews for 6 week construction period
- 4.6. Attend Punchlist Project Close Out

Schedule

Mutually agreed upon schedule.

Fee for Basic Services

Task	Time and Materials (Not to Exceed without prior written authorization), billable monthly
1. Field Survey and Geotechnical Exploration	\$34,180
2. Construction Documents 65%	\$14,480
3. Construction Documents 100%	\$15,760
4. Construction Administration	\$6,930
Reimbursable	\$550
Fee Proposal for Basic Services	\$71,900

See Project Estimate for details.



Optional Services

	Scope	Fee Estimate (Time & Materials, by Task)
A.	Environmental assessment of potential hazardous materials and underground storage tanks. Please initial _____ to activate this Optional Service.	Suggested Budget \$5,000

Excluded services

- Application and Permit fees
- OUSD acknowledges and is responsible for DSA and City Building Permit processing
- Plans will remain unsigned until DSA and City Building Permit submission
- Permit and approval coordination
- Design or coordination of any other work not specified, Environmental, Potholing, Structural, and Electrical
- Bulk Printing
- Right-of-Way acquisition, legal description, and coordination
- Special Inspections

Reimbursable expenses

Printing of Plan Sets for internal reviews

Other parameters

Any services not included above shall be considered Additional Services and shall be paid for by the Client in addition to the compensation for Basic Services. Additional Services shall only be provided if authorized in writing by Client. Additional Services shall include, but not limited to:

- Making revisions to drawings, specifications, or other documents when such revisions are, a) inconsistent with approvals or instructions previously given by Client; b) required by revision of codes, laws or regulations subsequent to the preparation of such documents; or c) due to changes required as a result of Client's failure to render decisions in a timely manner.
- Providing services required due to significant changes in the project, including but not limited to, size, quality, complexity, schedule, or method of contracting for construction.
- Preparing drawings, specifications, or other documents and providing other services in connection with construction change orders.
- Providing services in connection with substitutions proposed by the construction contractor.
- Providing services made necessary by default of the construction contractor, or by major defects of deficiencies in the work of the construction contractor.
- Providing services in evaluating an extensive number of claims submitted by the construction contractor or others in connection with the work.
- Providing services in connection with a public hearing, arbitration proceeding, or legal proceeding except where Consultant is a party thereto.
- Preparing documents for alternate, separate, or sequential bids.

Additional Services will be performed on a time and materials basis per Urban Design Consulting Engineer's Fee Schedule in effect at time services are performed, or for a mutually agreed upon lump sum, as negotiated by Client and Consultant prior to commencing such services.

Please contact us anytime. We look forward to helping you make this project a success!




Sincerely,


A handwritten signature in black ink, appearing to read 'Jason J. Ling', written in a cursive style.

Urban Design Consulting Engineers
Jason J. Ling, PE, PMP, QSD
Principal

Attachment:
Field Survey Scope of Work
Geotechnical Engineer Scope of Work
Project Schedule
Project Estimate



PLS Surveys, Inc.
e-mail: plssurv@pacbell.net



2220 Livingston Street, Suite 202
Oakland, California 94606
510.261.0900 FAX 510.261.3303

PROPOSAL

TO: HAYWARD ANDERSON - URBAN DESIGN CONSULTING ENGINEERS
FROM: JOSEPH M. BRAJKOVICH, PLS
SUBJECT: 900 & 955 HIGH STREET
DATE: APRIL 2, 2014
EMAIL: HABDERSON@URBANDESIGNCE.COM

PLS Surveys, Inc. is a Licensed Land Surveying firm, begun in 1991, adding hydrographic surveying in 1997. Per your request, and based on the information provided, the following is proposed:

PLS Surveys Inc. will provide a boundary and topographic survey for each site noted above.

The survey will encompass the "Urban Design: Basic Field Requirements", to include:

1. Street name, parcel area.
2. Type and name of surrounding buildings, structures, utilities.
 - a. Description: address, material, condition.
 - b. Utility: above/underground, type, number of cables or wiring, voltage.
 - c. Manholes/Vault: type, material, condition, surrounding material and condition, pipe material, diameter, depth and size.
3. Buildings: number of stories, entrances, door sizes and finish floor or threshold elevations.
4. Retaining Wall: type, material, thickness, height, elevations will be provided at the top and bottom of the walls.
5. Drainage System: type, rim and invert elevations, flow or stream direction, inlet locations, condition, and pipe material.

"Urban Design: Office and Deliverable Requirements" will be followed, including:

1. Use National CAD Standards
2. Use UDCE template: "UDCE-SURVEY-2013.dwt"
3. Use object color, line types, line width by layer, not by object
4. Make separate layers for each utility line and utility object
5. Establish two drawings:
 - a. 2D plan drawing with everything on elevation zero, with survey control plan, table, and notes. Using line or polylines, and descriptions.

- b. 3D model of the existing surface with points and contours. Using feature lines and topo points.
6. Required Deliverables

PLS Surveys will also follow the City of Oakland's "Basic Requirements for Surveying Services", and the "Professional Land Survey Act" for filing a record of survey.

Because of the nature of the sites, a record of survey is required for each.

Boundary/Right-of-Way:

There are not enough monuments of record to re-trace the boundary/street right-of-way. There are no monuments in 42nd Ave, High Street, or 45th Ave. There are monuments shown in San Leandro Street at 39th, 40th, and 41st Avenues. The City of Oakland's monument maps define the right-of-way based on the face-of-curb location. Our boundary survey will extend a block or two from the sites. Once we establish the boundary/right-of-way retracement, we will record the retracement by filing the record-of-survey.

Underground Utility As-Built Drawings:

Letters requesting as-built drawings will be sent out to the controlling agencies. We will not be responsible for their lack of response. Certain agencies are reluctant to supply their as-builts for fear that they will be used incorrectly. A utility locating company will be hired to locate and mark as well as they can.

~~Boundary Research:~~

~~Oakland Unified School District will supply copies of their title report or deeds to the parcels, if none are available a title company will be hired to research the county records and prepare preliminary title reports. Their fee is not included and will be supplied when requested.~~

The survey area will include the sidewalks, curb drains under the sidewalks, top-of-curb and flowline, surface utilities, gas pumps, stairs, ramps, carports, storage areas, and utility connections at buildings where evidence suggests.

Elevations along the sidewalk will be at approximately 25 foot cross sections, on site a 20x20 foot grid format will be used along with additional locations as needed to define the site conditions.

Fee Summary:

- Boundary/Right-of-Way Retracement
- Topographic Survey of Site
- Boundary Field Work - Locating Control and Monumentation
- CAD Drafting
- Record-of-Survey Calculation
- Preparing Map for Filing
- ROS Monuments Setting
- Monument Verification

900 High Street Fee:

PLS Surveys Fee: \$15,000.00
Utility Locator Company Fee: \$1,800.00
~~Monuments Installed (\$3,000 per unit, 2 total): \$6,000.00~~
~~Title Company "Title Report" Preparation Estimate: \$3,000.00~~
900 High Street Field Survey Total \$16,800

955 High Street Fee:

PLS Surveys Fee: \$ 9,800.00
Utility Locator Company Fee: \$1,800.00
~~Monuments Installed (\$3,000 per unit, 2 total): \$6,000.00~~
~~Title Company "Title Report" Preparation Estimate: \$3,000.00~~
955 High Street Field Survey Total: \$11,600

This Proposal shall become by this reference, a part of any contract. Consultant reserves the right to withdraw this Proposal if a valid contract is not negotiated. PLS Surveys, Inc. is a certified L/SLBE. A copy of our certification(s) can be provided if required. If you have any questions, please contact me.

Sincerely,

Joseph M. Brajkovich

Joseph M. Brajkovich, PLS
Vice-President & Survey Manager

LAI & ASSOCIATES
GEOTECHNICAL ENGINEERS

Via Email

August 3, 2012
Job No. 8089.000

Mr. Jason Ling
Urban Design Consulting Engineers
4400 Market Street, Suite 800
Oakland, California 94608

Subject: Proposal
Geotechnical Engineering Services
Proposed Corporation Yard Improvements
Oakland Unified School District Office
955 High Street
Oakland, California

Dear Mr. Ling:

We are pleased to submit this proposal to provide geotechnical engineering services during design and construction of the proposed corporation yard improvements at the Oakland Unified School District Office at 955 High Street in Oakland, California. The corporation yard is located on northwest side of High Street, between San Leandro Street and Wattling Street. This proposal has been prepared based on our discussion with you, a site visit and our experience in the area.

Based on our discussion with you, we understand that the proposed corporation yard improvements include new asphalt concrete pavements, a possible trash enclosure and minor underground utilities. We recommend that our services include the following:

1. Review public pertinent geologic and geotechnical literature and maps in our files;
2. Drill 2 to 3 borings to depths of up to 5 feet below the existing ground surface using a truck-mounted drill rig;
3. Obtain a sample of the near-surface soils for R-value test;
4. Provide geotechnical recommendations for the design and construction of the proposed asphalt concrete pavements, a possible trash enclosure and underground utilities in a written letter;
5. Provide up to about 8 hours of geotechnical consultation during design and construction;
and
6. Provide geotechnical observation and testing during construction.

We propose to provide our services on a time-and-expense basis in accordance with the attached Fee Schedule – 2012. We are prepared to provide the scope of services outlined above for an estimated cost of \$11,000, distributed roughly as follows:

415 Boulder Court, Suite 400, Pleasanton, CA 94566; Cell: (925) 639-3836; Email: paulslai11@gmail.com

TASK DESCRIPTION	ESTIMATED COSTS
Limited Geotechnical Investigation (including 2 to 3 borings, a R-value test and report preparation)	\$ 3,500
Consultation during Design and Construction (estimated up to 8 hours of consultation)	\$ 1,500
Observation and Testing during Subgrade Preparation, Underground Utility Installation and Aggregate Base Placement (estimated six 4-hour visits at \$500/visit)	\$ 3,000
Geotechnical Observation and Testing during Asphalt Concrete Placement (estimated one 10-hour day at \$1,300/day)	\$ 1,300
Laboratory Testing	\$ 1,200
Construction Report	\$ 500
ESTIMATED TOTAL	\$ 11,000

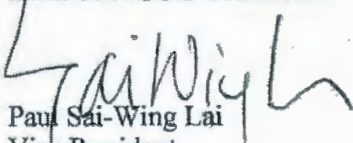
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We will keep you advised of our job charges by issuing monthly progress billings and will inform you of any changed condition which might significantly affect our total fee.

If you have any questions regarding our fee or scope of services, please do not hesitate to call us. If this proposal meets your approval, please provide an Urban Design Consulting Engineers' contract to us as the authorization of our work. Thank you for the opportunity to respond to your needs.

Respectfully submitted,

LAI & ASSOCIATES


Paul Sai-Wing Lai
Vice President
GE 2326

PSL/PROPOSAL

Attachment: Fee Schedule - 2012

LAI & ASSOCIATES

FEE SCHEDULE - 2012 General

Billing Rate/Hour

Principal Engineers and Geologists	\$190.00
Senior Engineers and Geologists	145.00
Project Engineers and Geologists	130.00
Staff Engineers and Geologists	115.00
Engineering Technicians	100.00
Draftsman	85.00
Word Processor	60.00
Clerical	40.00
Outside Services	Cost + 20%
Vehicle	60¢/mile
Nuclear Density Gauge (Two-Hour Minimum)	11.00
Seismograph (12 Channel)	409.00/day
Slope Indicator	289.00/day
Shoring	122.00/day
Water Pump	35.00/day
Piezometer Read-Out Unit	174.00/day
Settlement Transducer Read-Out	174.00/day

Overtime work performed at the request of the Client or necessitated by Contractor working overtime will be billed at 1.5 times the hourly rates listed above.

Expert witness testimony/deposition minimum charges: \$2,700/day, \$1,750/half-day; preparation at applicable hourly rates.

Project-related out-side costs including: Equipment rental, consultants, special fees, permits or insurance, meals and lodging and other similar items are billed at cost + 20%. In lieu of individually charging for: photo copies, federal express, facsimile, telephone and clerical time a flat fee of 2% of total labor will be charged. Copies of previously issued reports of up to 50 pages will be billed at \$80.00 for the first copy, and \$40.00 for each additional copy. Specific quotes for larger reports and/or reports containing drawings larger than 8 1/2 X 11 inches.

Laboratory Tests

(Unit charge for laboratory testing including the normal laboratory work and report of results only. Unusual or time-consuming sample preparation or special tests are billed at hourly charge for the laboratory technician. Charges for testing which are not listed will be given upon request. Similarly, a reduction of the Fee Schedule rate can be given for a large number of tests).

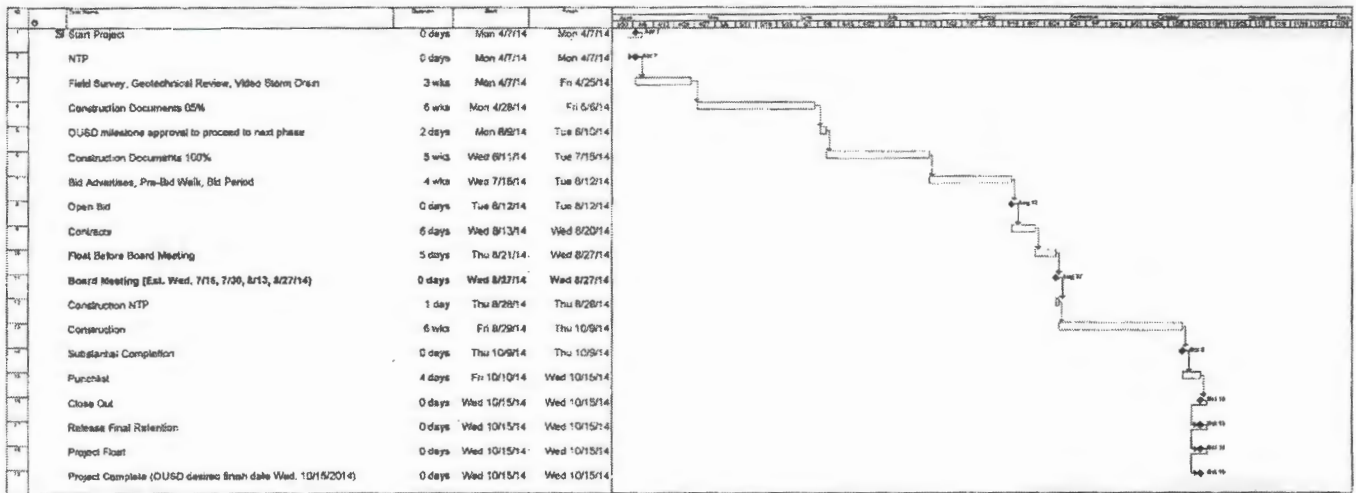
	Billing Rate/Test		Billing Rate/Test
<u>Classification Tests</u>		<u>Shrink/Swell Tests</u> (including moisture content and dry unit weight determinations)	
Afterberg Limits (PI & LL)	\$250	A. Undisturbed	\$ 95
Sieve Analysis	228	B. Remolded	182
Percent Passing #200 Sieve	60	<u>Strength Tests</u> (including moisture content and dry unit weight determinations)	
Hydrometer Analysis	139	<u>Direct Shear, Per Point</u>	
Sand Equivalent	118	A. Undisturbed	58
Specific Gravity	143	B. Remolded	113
Bulk Specific Gravity	124	<u>Triaxial Compression, Per Point</u>	
Moisture Content/Unit Weight	35	A. Unconsolidated, Undrained	148
<u>Compaction Curves</u>		B. Unconsolidated, Undrained & Backsaturation	251
A. 4-inch Mold	280	C. Consolidated, Undrained	270
B. 6-inch Mold	330	D. Consolidated, Undrained & Backsaturated	341
C. Cal Impact (Wet)	226	E. Consolidated, Drained	267
D. Cal Impact (Dry)	265	F. Pore Pressure Measurements	89
E. 1 Point Verification	97	G. Remolded Specimens, Add, Per Point	64
<u>Durability Factor</u>		<u>Unconfined Compression</u>	
A. Fine	110	A. Undisturbed	95
B. Coarse	180	B. Remolded	150
L.A. Rattler	226	<u>Consolidation Tests</u> (including moisture content and dry unit weight determinations)	
<u>R-Value Tests</u>		A. Undisturbed	226
Not Requiring Reproportioning	310	B. Remolded	289
Requiring Reproportioning	350	C. Time Compression Curve, Per Increment	64
Cement, Lime, Other	350	<u>Asphaltic Concrete</u>	
<u>Concrete Tests</u> (including moisture content and dry unit weight determinations)		A. Maximum Density	170
A. Compression Tests (each specimen)	30	B. Extraction	150
B. Trial Batch	914	C. Gradation	228

A new Fee Schedule is issued at the beginning of each year. Unless other arrangements have been made, charges for all work performed after December 31, 2012, (including projects initiated in the prior year) will be based on the new schedule of charges.

A service charge of one percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.



ESTIMATED PROJECT SCHEDULE
 800 AND 858 HIGH STREET REPAVING PROJECTS, OAKLAND, CA



PROJECT ESTIMATE

Prepared by: Urban Design Consulting Engineers, 4/1/2014
 Client: Oakland Unified School District, CA
 Project: 955 High Street Corporate Yard, Oakland, CA - AC Pavement Replacement and Drainage Project

Task	Rate / Hour	Principal		Assistant Engineer		Associate Designer		Drafting and Business Coordinator		Subconsultant		Reimb. / Est.	
		Hours	Days	Hours	Days	Hours	Days	Hours	Days	10%	15%	Total	
1. Field Survey and Geotechnical Exploration		4.0		19.0		19.0							\$24,180.00
1.1 Field Survey		2.0		3.0		3.0				\$11,800.00			\$12,800.00
1.2 Geotechnical Exploration		2.0		16.0		16.0				\$11,000.00			\$12,480.00
1.3 Water Table Data and Facility Condition Assessment		0.0		0.0		0.0				\$2,380.00			\$2,380.00
2. Construction Documents 55%		11.0		62.0		62.0							\$14,280.00
2.1 Coordinate with OUSD for school yard to be completed and finalized (including LMA)		2.0		3.0		3.0							\$840.00
2.2 Attend pre-construction meeting with OUSD and OUSD to review design schedule for 2 wk 2.3 weeks		1.0		8.0		8.0							\$1,760.00
2.3 Prepare circulation, parking areas and parking layout for review and final design		3.0		3.0		3.0		30.0					\$4,370.00
2.4 Prepare Site/Grade Grading and Drainage Plan for OUSD concurrence prior to proceed Construction Plans		4.0		16.0		16.0		16.0					\$4,050.00
2.5 Prepare Construction Documents		2.0		15.0		15.0		32.0					\$3,550.00
3. Construction Documents 100% Stamped and Signed		8.0		48.0		48.0							\$12,765.00
3.1 Approve Construction Documents		8.0		48.0		48.0		80.0					\$12,765.00
4. Construction Administration		2.0		18.0		18.0							\$4,830.00
4.1 Conduct Pre-Go Walk		2.0		3.0		3.0							\$840.00
4.2 Attend Pre-Construction Meeting		2.0		3.0		3.0							\$840.00
4.3 Respond to Change, Submittal, Requests for Information during bidding and construction													\$9,000.00
4.4 Attend 100% close out meeting and all punch list activities to final review													\$1,250.00
4.5 Attend weekly construction meetings / field reviews for 6 weeks construction period													\$1,580.00
4.6 Attend Punch List and Closeout		1.0		4.0		4.0							\$3,100.00
Reimbursables										\$ 400.00			\$ 400.00
Estimated printing treatment structure, submittal for OUSD, and permit costs										\$ 400.00			\$ 400.00
													TOTAL
													\$71,900.00



Fee Schedule
(Effective January 1, 2014)

Principal	190
Associate Engineer	130
Associate Designer	120
CADD	100
Business Coordinator	95
Word Processor & Clerical Support	80

Services will be billed in accordance with hourly rates (in US Dollar) listed above. These rates are subject to change on a semi-annual basis. For other than professional employees, time spent over 8 hours per day, time spent on swing shifts, and time spent on Saturdays will be charged at 1.5 times the hourly billing rate. Work on Sundays will be charged at 2.0 times the hourly billing rate and holiday work will be charged at 2.5 times the hourly billing rate. All field personnel charges are portal to portal. Professional employees will not be charged out at premium charge rates for overtime work.

Expenses are billed at cost plus 15%.

AGREEMENT FOR ARCHITECTURAL SERVICES ROUTING FORM

Project Information			
Project Name	955 and 900 High Street Paving Replacement	Site	918
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information					
Contractor Name	Urban Design Consulting Engineers	Agency's Contact	Jason Ling		
OUSD Vendor ID #	V060277	Title	Architect of Record		
Street Address	4400 Market Street, Suite 800	City	Oakland	State	CA Zip 94608
Telephone	510-868-1085	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	13135				

Term			
Date Work Will Begin	5-14-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	6-23-2016

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$175,150.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
0350	Measure J, Fund 21	9189905890	6215	\$175,150.00

Approval and Routing (in order of approval steps)						
<small>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.</small>						
1.	Division Head	Charles Love	Phone	510-535-8038	Fax	510-535-7082
	Director, Facilities Planning and Management					
2.	Signature			Date Approved	4/17/14	
	General Counsel, Department of Facilities Planning and Management					
3.	Signature			Date Approved	4-17-14	
	Associate Superintendent, Facilities Planning and Management					
4.	Signature			Date Approved	4/25/14	
	Deputy Superintendent, Business Operations					
5.	Signature			Date Approved		
	President, Board of Education					