

Board Office Use: Legislative File Info.	
File ID Number	14-0309
Committee	Facilities
Introduction Date	2-26-2014
Enactment Number	14-0337
Enactment Date	2-26-14



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

**To** Board of Education

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

**Board Meeting Date** February 26, 2014

**Subject** Amendment No. 1, Independent Consultant Agreement - Urban Design Consulting Engineers - Sobrante Park Elementary School Landscape Improvements Project

**Action Requested** Approval by the Board of Education of Amendment No.1, Independent Consultant Agreement with Urban Design Consulting Engineers for Landscape Architect Services on behalf of the District at Sobrante Park Elementary School Landscape Improvements Project, in an amount not-to exceed \$3,250.00 increasing previous contract amount from \$134,400.00 to a not to exceed amount of \$137,650.00 and revising the end date from February 9, 2012 through January 31, 2013 to May 15, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** Division of State Architect Field Engineer (M. Fretz) requested project review for accessibility **only**.

**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,



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

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

**Recommendation**

Approval by the Board of Education of Amendment No.1, Independent Consultant Agreement with Urban Design Consulting Engineers for Landscape Architect Services on behalf of the District at Sobrante Park Elementary School Landscape Improvements Project, in an amount not-to exceed \$3,250.00 increasing previous contract amount from \$134,400.00 to a not to exceed amount of \$137,650.00 and revising the end date from February 9, 2012 through January 31, 2013 to May 15, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

County School Facilities Fund

**Attachments**

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



## AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Urban Design Consulting Engineers. OUSD entered into an Agreement with CONTRACTOR for services on February 9, 2012, and the parties agree to amend that Agreement as follows:

1.	<b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The scope of work has <u>changed</u>.</b>
<p><b>If scope of work changed:</b> 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: <b><u>The scope of the project is to provide extended Construction Administration and Close-out support Division of State Architect (DSA) approval.</u></b></p>			
2.	<b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional <b>1 year and 5 months and two weeks</b>, and the amended expiration date is <b>May 15, 2014</b>.</p>			
3.	<b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The contract price is amended by</p> <p style="text-align: center;"><b>X Increase of \$3,250.00 to original contract amount</b></p> <p><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <b>One hundred thirty-seven thousand, six hundred fifty dollars and no cents (\$137,650.00)</b></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.

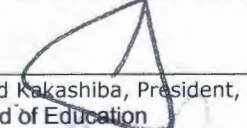
5. **Amendment History:**

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

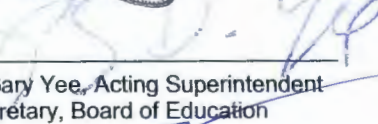
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

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.

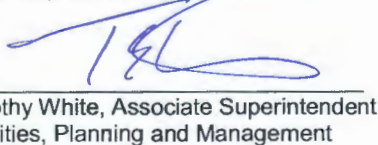
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
 \_\_\_\_\_  
 David Kakashiba, President,  
 Board of Education

2/27/14  
 \_\_\_\_\_  
 Date

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

2/27/14  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Timothy White, Associate Superintendent  
 Facilities, Planning and Management

\_\_\_\_\_  
 Date

**CONTRACTOR**

  
 \_\_\_\_\_  
 Contractor Signature

1/24/2014  
 \_\_\_\_\_  
 Date

Jason Ling, Principal  
 \_\_\_\_\_  
 Print Name, Title

File ID Number: 14-0309  
 Introduction Date: 2-26-14  
 Enactment Number: 14-0337  
 Enactment Date: 2-26-14  
 By: \_\_\_\_\_

**EXHIBIT "A" Scope of Work**

**Contractor Name: Urban Design Consulting Engineers**

**Billing Rate: Three thousand, two hundred fifty dollars and no cents (\$3,250.00)**

**1. Description of Services to be Provided**

The scope of the project is to provide for extended Construction Administration and Close-out support for Division of State Architect (DSA) approval.

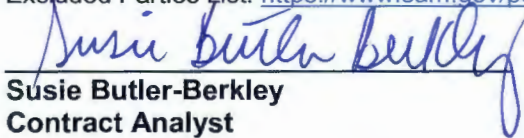
**2. Specific Outcomes:**

Create equitable opportunities for learning, and 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 List. <https://www.sam.gov/portal/public/SAM>

  
**Susie Butler-Berkley**  
**Contract Analyst**

# PROJECT ESTIMATE

Prepared by: Urban Design Consulting Engineers, 4/11/2013 Client: Oakland Unified School District, CA Project: Sobrante Park ES DSA Approval Project, Oakland, CA								
			<i>Principal</i>	<i>Associate Engineer</i>	<i>Business Coordinator</i>	<i>Subconsultant</i>	<i>Reimb. / Est.</i>	
	Rate   Markup	\$ 175	\$ 110	\$ 85	10%	10%		
	<i>Task</i>	<i>Hours</i>	<i>Hours</i>	<i>Hours</i>				<i>Totals</i>
1.	<b>Professional Services</b>	-	28.0	2.0		\$ -		\$3,250.00
	Extended Construction Administration and Close-Out to support:	0.0	28.0	2.0	\$ -			\$3,250.00
	Submittals, RFI							
	Jobsite coordination							
	Progress billings							
	Field review underground obstructions							
	Play Structure adjustments							
	<b>Reimbursables</b>	-	-	-				
	None					\$ -		\$0.00
							<b>TOTAL</b>	<b>\$3,250.00</b>

EXHIBIT A



0.0

OAKLAND UNIFIED SCHOOL DISTRICT  
DEPARTMENT OF FACILITIES PLANNING AND MANAGEMENT  
CONFIRMATION OF RECEIPT MATERIALS OR SERVICES

Prepared: DR  
9/6/2012

1,135.00 +

1,135.00 -

1,250.00 +

002

DESIGN CONSULTING - SOBRANTE PARK # 7086

134,400.00

134,400.00

132,585.00

1,815.00

680.00

1,135.00

p1306237

2811  
URBAN  
DESIGN  
SOBRANTE  
PARK

*[Signature]*  
9/6/10/13  
Per  
michell  
over  
3,250.00

INVOICE DATE/AMOUNT (\$):

9/6/2012

680.00

# 2811

FUNDING SOURCE: G O BOND

Charles Love

Capital Program Contract and Accounting Manager

Facilities Planning and Management

Tadashi Nakadegawa

Interim Director of Facilities Planning and Management


\$ 680.00

Timothy E. White

Assistant Superintendent of Facilities Planning and Management

## CONSULTANT INVOICE AND STATUS REPORT

(Invoice and attachments must be submitted in duplicate)

<b>Consultant's Name:</b> Urban Design Consulting Engineers		<b>Date:</b> 7/17/2012	
<b>Address:</b> 4400 Market Street, Suite 800, Oakland		<b>State:</b> CA	<b>Zip Code:</b> 94608
<b>1. TO:</b> OAKLAND UNIFIED SCHOOL DISTRICT DIVISION OF FACILITIES, PLANNING & MANAGEMENT Attn: Project Manager: <u>William Newby</u> 955 High Street Oakland, CA 94601		<b>2. REGARDING:</b> Project Title: Sobrante Park ES Landscape Improvements Agreement Number: School: Site No.: Project No.: DCA No.:	
<b>3. Invoice No.: 2810                      Period Starting: 6/27/12                      Ending: 7/17/12</b>			
<b>4. BASIC FEE:</b> Payment requested (Attach itemized charges for consultant and sub-consultants listing names, hours worked, hourly rate and total per person)			
Original Contract Agreement:		\$ 134,400.00	2013 FEB 11 P 12:54 FACILITIES PLANNING AND MANAGEMENT
	Amendments:	\$	
	Current Contract Amount:	\$ 134,400.00	
a) Total previously billed-basic fee		\$ 129,240.00	
b) This Basic Fee Billing		\$ 4,385.00	
c) Basic Fee Billed to Date ( Includes this Billing)		\$ 133,625.00	
d) Basic Fee Remaining		\$ 775.00	
<b>5. REIMBURSABLE EXPENSES:</b>			
Payment Requested (Attach copies of all billings)		\$0	
<b>6. TOTAL PAYMENT REQUESTED:</b> (4b plus 5)		\$ 4,385.00	
<b>7. PROJECT STATUS:</b>			
Name of person preparing report: _____		_____ %	
Percent of actual project agreement completed: _____		_____ %	
<b>8. SUBMITTED BY:</b> Consultant			
Name of person preparing report: Jason Ling			
Approved By: <u>Jason Ling</u>	 Signature	<u>7/17/2012</u> Date	
Name (Print/Type)			
<b>9. APPROVAL:</b> Facilities Planning & Management Dept. OUSD		Charge to Department: _____ Date _____	
Project Manager: <u>Wm Newby</u> <u>2/27/2013</u> Date		Backcharge to Funding Source: _____ Date _____	

\* Per Tracking

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

FACILITIES PLANNING  
 & MANAGEMENT  
 ACCOUNTING DEPARTMENT

2013 FEB 11 P 12:54  
 URBAN DESIGN CONSULTING ENGINEERS  
 FACILITIES PLANNING & MANAGEMENT

2013 FEB 14 AM 9 35

955 HIGH STREET  
 OAKLAND, CA 94601

Oakland Unified School District  
 William Newby  
 955 High Street  
 Oakland CA 94601

INVOICE # 2810  
 INVOICE Date July 17, 2012  
 Amount Due \$4,385.00 USD

Task	Time Entry Notes	Rate	Hours	Line Total
Professional Services	[Sobrante 06/26/12] Alice Yagolnitser	85.00	0.5	42.50
Professional Services	[Sobrante 06/26/12] Dean Pontzious: Process submittals and RFI's.	110.00	3	330.00
Professional Services	[Sobrante 06/27/12] Dean Pontzious: Process submittals and RFI's.	110.00	2	220.00
Professional Services	[Sobrante 07/02/12] Dean Pontzious: Visit site to check underground storm drain location and obstruction at play equipment area.	110.00	3	330.00
Professional Services	[Sobrante 07/03/12] Dean Pontzious: Attend jobsite coordination meeting.	110.00	2	220.00
Professional Services	[Sobrante 07/05/12] Dean Pontzious: Review concrete accessories submittals.	110.00	2	220.00
Professional Services	[Sobrante 07/06/12] Dean Pontzious: Process submittals. Schedule soil compaction testing.	110.00	2	220.00
Professional Services	[Sobrante 07/10/12] Dean Pontzious: Site visit to attend the weekly contractor meeting.	110.00	2	220.00
Professional Services	[Sobrante 07/11/12] Dean Pontzious: Review progress billing, RFI's. Return submittals.	110.00	2	220.00
Professional Services	[Sobrante 07/12/12] Dean Pontzious: Visit site to review grade conditions around artificial turf area.	110.00	2	220.00
Professional Services	[Sobrante 07/13/12] Dean Pontzious: Review underground obstructions at Community Garden. Reset top of curb grades at artificial turf. Check clean-out locations next to concrete pathway.	110.00	4	440.00

Item	Description	Unit Cost	Quantity	Line Total
Expense	[Sobrante 06/30/12] Consultants (Pay When Paid), Lai & Associates: Invoice#283	1,702.50	1	1,702.50



INV00113



Total	4,385.00
Amount Paid	-0.00
Amount Due	\$4,385.00 USD

**Terms**

Federal Taxpayer Identification Number 80-0246766

**Notes**

See Consultant Invoice Status Report.

PROJECT NAME	<u>Sobranke Park</u>
PROJECT NO.	<u>07086-1</u>
RES NO./BD. ACTION DATE	_____
CO. ___ Over/Under 10%	_____
PM AUTHORIZATION	<u>Jim Reed</u>
AMT. TO BE PAID \$	<u>4,385.00</u>
SENT TO: FAC B&G OTHER	<u>2/27/13</u>


# Lai & Associates

PO Box 2441  
 Dublin, CA 94568  
 (925)639-3836

# Invoice

Date	Invoice #
6/30/2012	283

<b>Bill To</b>
Urban Design Consulting Engineers 4400 Market Street, Suite 800 Oakland, CA 94608 Attention: Mr. Jason Ling

Due Date	Project#:	Project Name	Services	
7/30/2012	154.300C	Sobrante Park Elementary School Proposed Artificial Turf Playfield	Observation & Testing	
Week Ending	Description	Hrs/Qty	Rate	Amount
6/23/2012	Staff Engineer-Office Paul Lai	1.5	115.00	172.50
6/30/2012	Staff Engineer-Office Paul Lai	3.5	115.00	402.50
6/30/2012	Engineering Technician-Field Woode Stephens	2	100.00	200.00
	Professional Services Subtotal			775.00
	Professional Services Fee		15.50	15.50
6/30/2012	Mileage	40	0.55	22.00
	4 Inch Curve	2	280.00	560.00
	6-Inch Curve	1	330.00	330.00
 C: OUSD P: Sobrante ES <input checked="" type="checkbox"/> Pay when paid <input type="checkbox"/> Pay by Approved/Date: <u>9/27/12</u> <input checked="" type="checkbox"/> Scan to PM folder		2013 FEB 11 P 12:54		
<b>Total</b>				\$1,702.50
<b>Payments/Credits</b>				\$0.00
<b>Balance Due</b>				\$1,702.50

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
1/28/2014

**PRODUCER**  
Dealey, Renton & Associates  
P. O. Box 12675 Attn: DRL  
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 St., Ste. 800  
Oakland, CA 94608

INSURER A: **American Automobile Ins. Co.**  
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	<b>GENERAL LIABILITY</b>	AZC80872285	03/12/13	03/12/14	EACH OCCURRENCE <b>\$2,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) <b>\$1,000,000</b>
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) <b>\$10,000</b>
	<input checked="" type="checkbox"/> <b>Contractual Liability Included</b>				PERSONAL & ADV INJURY <b>\$2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE <b>\$4,000,000</b>
					PRODUCTS - COMP/OP AGG <b>\$4,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b>	AZC80872285 *Shared with General Liab.	03/12/13	03/12/14	COMBINED SINGLE LIMIT (Ea accident) <b>\$2,000,000*</b>
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	UB2749T693	03/12/13	03/12/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT <b>\$1,000,000</b>				
	E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b>				
					E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
C	<b>OTHER Professional Liability</b>	DPS9704883	03/12/13	03/12/14	<b>\$2,000,000 per claim</b> <b>\$2,000,000 annl aggr.</b>

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: Amendment No. 1, IDCAPS-Urban Design Consulting Engineers -Sobrante Park ELeMentary School Landscape Landscape Improvement project - Consultants-\$3,250.00**  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b> _____	<b>CANCELLATION</b>
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 <b>30</b> 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 <i>Naomi M. Barnett</i>



## 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 03/12/13

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**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

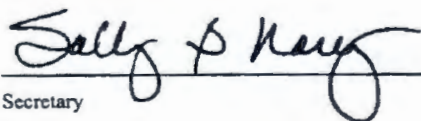
arising out of your work for that insured by or for you.

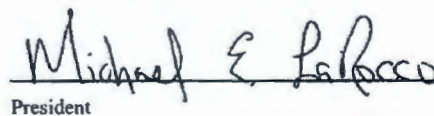
5. The person or organization shown in the Schedule is also an insured, but only with respect to liability

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

## AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Information			
Project Name	Sobrante Park ES Landscape Improvement	Site	154
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	Project Manager		
Street Address	4400 Market Street, Suite 800	City	Oakland	State	CA Zip 94608
Telephone	510-868-1085	Policy Expires	3-12-2014		
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 #	07086				

Term			
Date Work Will Begin	2-19-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	5-15-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$137,650.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 3,250.00
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
7710	County School Facilities Fund	1549003812	6215	\$3,250.00

Approval and Routing (in order of approval steps)						
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.						
1.	Division Head		Phone	510-535-7038	Fax	510-535-7082
	Director, Facilities Planning and Management					
	Signature		Date Approved	11/20/14		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	2/5/14		
3.	Associate Superintendent, Facilities Planning and Management					
	Signature		Date Approved			
4.	Deputy Superintendent					
	Signature		Date Approved			
5.	President, Board of Education					
	Signature		Date Approved			



Board Office Use: Legislative File Info.	
File ID Number	12-0424
Committee	Facilities
Introduction Date	2-8-2012
Enactment Number	12-0759
Enactment Date	2-8-12/2



OAKLAND UNIFIED  
SCHOOL DISTRICT

## Memo

**To** Board of Education

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

**Board Meeting Date** February 8, 2012

**Subject** Independent Consultant Agreement for Professional Services - Urban Design Consulting Engineers - Sobrante Park Elementary School Landscape Improvement Project

**Action Requested** Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Urban Design Consulting Engineers for Design Services on behalf of the District at Sobrante Park Elementary School Landscape Improvement Project, in an amount not-to exceed \$134,400.00. The term of this Agreement shall commence on February 9, 2012 and shall conclude no later than January 31, 2013.

**Background** Professional services on the Schoolyard Improvement Project at Sobrante Park Middle School as delineated in the attached Exhibit 1 "UDCE Limit of Work, 12/12/2011"

**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 an Independent Consultant Agreement for Professional Services with Urban Design Consulting Engineers for Design Services on behalf of the District at Sobrante Park Elementary School Landscape Improvement Project, in an amount not-to exceed \$134,400.00. The term of this Agreement shall commence on February 9, 2012 and shall conclude no later than January 31, 2013.

**Fiscal Impact**

GO Bond-Measure B

**Attachments**

- Independent Consultant Agreement including scope of work

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

**Landscape Architectural Services**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 13th day of January, 2012 by and between the Oakland Unified School District, Oakland, California ("District") and Urban Design Consulting Engineers ("Consultant"), (together, "Parties") for the Sobrante Park Elementary School Landscape Improvements Project.

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"):

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

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Workers' Compensation Certification
<u>  X  </u>	Fingerprinting/Criminal Background Investigation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>      </u>	W-9 Form
<u>      </u>	

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 thirty-four thousand, four hundred dollars and no cents (\$134,400.00)**. District shall pay Consultant according to the following terms and conditions:

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

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Not applicable.



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



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

## 12. Termination.

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

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

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers,



employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

**14. Insurance.**

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

**14.1.1. Commercial General Liability and Automobile Liability Insurance.**

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

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

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

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

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

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

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."



14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.

- 21. Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
- 22. Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all District contracts. Consultant shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. Please refer to the District's S/SL/SLRBE Policy; a copy can be obtained for the OUSD website: [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us)
- 23. No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 24. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 25. Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 26. Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 27. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:



**District:**

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

**Consultant:**

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.

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Jody London, President, Board of Education

Date: 2/9/12

  
\_\_\_\_\_  
Edgar Rakestraw, Jr., Secretary, Board of Education

Date: 2/9/12

  
\_\_\_\_\_  
Timothy White, Assistant Superintendent Facilities Planning and Management

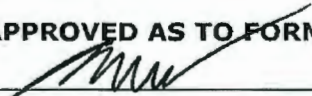
Date: \_\_\_\_\_

**Urban Design Consulting Engineers**

  
\_\_\_\_\_  
Jason Ling, Urban Design Consulting Engineers

1/13/2012  
Date:

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Catherine Boskoff, Facilities Counsel

Date: 1-23-12

File ID Number: 12-0424  
Introduction Date: 2-8-12  
Enactment Number: 12-0759  
Enactment Date: 2-8-12  
By: 12

Information regarding Consultant:

Consultant: UrbanDesign Consulting Engineers 80-0246766

License No.: C 60493 Employer Identification and/or Social Security Number

Address: 4400 Market St. Ste 800

Telephone: 510/868-1085

Facsimile: 510/225-1782

E-Mail: jasonling@UrbanDesignCE.com

- Type of Business Entity:
- Individual
  - Sole Proprietorship
  - Partnership
  - Limited Partnership
  - Corporation, State: California
  - 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.**

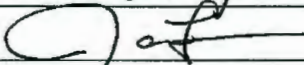
**WORKERS' COMPENSATION CERTIFICATION**

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: 4/13/2012  
Proper Name of Consultant: Urban Design Consulting Engineers  
Signature:   
Print Name: Jason 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: \_\_\_\_\_

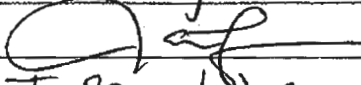
The Work on the Contract is at an unoccupied school site and no employee and/or sub-consultant or supplier of any tier of Contract shall come in contact with the District pupils.

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: 4/13/2012  
Proper Name of Consultant: Urban Design Consulting Engineers  
Signature: [Signature]  
Print Name: Jason 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: 4/13/2012  
Proper Name of Consultant: Urban Design Consulting Engineers  
Signature:   
Print Name: Jason Ling  
Title: Principal

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

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

The scope of the project is to provide:

1. Schematic Design / Design Development / 35% CD's
2. Construction Documents (90%,100%, stamped and signed)
3. Construction Administration

Optional Services:

1. Vacuum extraction potholing
2. Storm Water Pollution Prevention Plan prepared by a Qualified Stormwater Developer.





December 12, 2011  
Oakland Unified School District  
Attn: William Newby  
955 High Street  
Oakland, CA 94601

Email: William.Newby@ousd.k12.ca.us  
Phone: 510-532-2802

Re: Proposal for Professional Services on the Lowell, Sankofa (Phase 2), and Sobrante Schoolyard Improvement Projects, Oakland, CA

Dear Wil,

As follow up to our conversations, meeting, and my review of the sites and Schoolyard Improvement Plans, Urban Design Consulting Engineers is pleased to present this proposal.

Urban Design Consulting Engineers is an open-culture consulting engineering firm dedicated to the success of our clients, team, and colleagues. Our mission is to connect projects with our synergetic, talented professionals who are passionate about smarter, better designs.

Our expertise is in multi-discipline civil engineering projects in the urban, suburban, and highway settings. We thrive in collaborations with School Districts, Landscape Architects, Architects, Developers, Cities, and California Department of Transportation (Caltrans) on site development, streetscape, joint trench, transportation, utility, and land development projects.

Our team of professionals provides services in:

- Agency Coordination
- Permit Assistance
- Project Management
- Base Mapping
- Conceptual Alternatives
- Conceptual Exhibits
- Civil Engineering Design
- Construction Documents
- Construction Support
- Owner Representation
- Conceptual Constructability Review
- QA/QC level Constructability Review of Plans & Specifications
- Job Site Monitoring and QA / QC
- Topographic Surveys

For the subject project, we propose the following scope, schedule, and budget, with certain other parameters below.

#### SCOPE OF WORK

##### Limit of Work:

- As delineated in the attached Exhibit 1, "UDCE Limit of Work, 12/12/2011"

##### Design Elements:

- Project elements annotated in Exhibit 1
- Field Surveying
- Geotechnical Exploration and Recommendations
- Civil Engineering
  - Overall coordination and Construction Documents
  - Grading and Drainage
  - Multi-Use Playfield, coordinate with manufacturer
  - Stormwater Management
- Landscape Architect

1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th 2012

- o Materials and Products selection
- o Landscape Layout
- o Planting
- o Irrigation

**Phases:**

- Schematic Design / Design Development, Construction Documents, Limited Construction Support Services (responding to RFI's and Submittals during construction)

**Schedule:** Field Survey and Geotechnical Field Work starts 12/19/2011  
Estimated design starts 1/9/2012  
OUSD concurs with design direction 1/30/2012  
Also see Project Schedule, dated 12/11/2011

**Basic Services**

1. Schematic Design / Design Development / 35% Construction Documents
  - 1.1. See Task descriptions in Project Estimate
2. Construction Documents (90%, 100%, stamped and signed)
  - 2.1. See Task descriptions in Project Estimate
  - 2.2. Prepare Plans
    - o Existing Condition Plan
    - o Demolition Plan
    - o Site Plan
    - o Grading Plan
    - o Utility Plan
    - o Utility Profiles
    - o Construction Details
    - o Erosion Control (basic) Plan
    - o Landscape Layout Plan
    - o Landscape Details
    - o Planting Plan
    - o Planting Details
    - o Irrigation Plan
    - o Irrigation Details
    - o Specifications
3. Construction Administration
  - 3.1. See Task descriptions in Project Estimate

**Optional Services**

- Vacuum extraction potholing
- Storm Water Pollution Prevention Plan prepared by a Qualified Stormwater Developer

**Excluded services**

- Application and Permit fees.
- Design of Site Lighting, Signing, project mitigation measures, and all other work not specified.
- Division of State Architect (DSA) processing





**Reimbursable expenses**

Reimbursable expenses billed as a separate item on the professional service invoices. Reimbursable expenses include printing, mail, and deliveries. An estimate of these reimbursable expenses has been included in the Project Estimate.

**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 be 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 or 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 if you have any questions. If you are in agreement with the above and would like to proceed with the project, please provide us with your preferred agreement for review. Alternatively, we could provide our standard agreement.

We look forward to helping make this project a success!

Sincerely,  
Urban Design Consulting Engineers

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

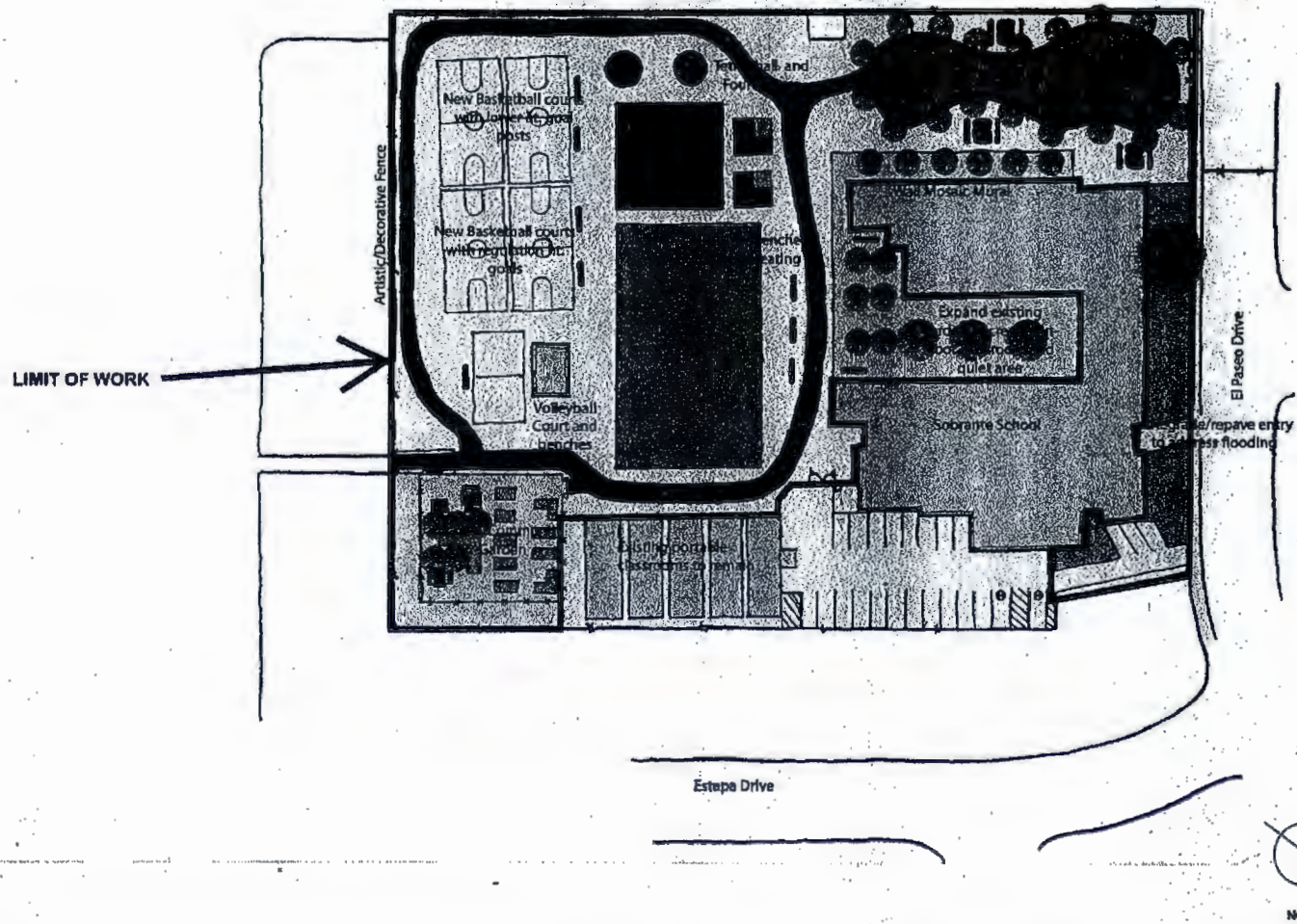
Jason J. Ling, PE, PMP, QSD, Principal

**Attachment:**

Exhibit 1, UDCE Limit of Work, 12/12/2011  
Project Schedule, 12/11/2011  
Project Estimate, 12/12/2011

Cc: Natalia Altinay, UDCE Business Coordinator





**SOBRANTE PARK ELEMENTARY**  
**SCHOOLYARD IMPROVEMENT PLAN**  
**OAKLAND, CA**  
**DECEMBER 2010**



**EXHIBIT 1**  
**UDCE LIMIT OF WORK, 12/12/2011**

<b>Oakland Schoolyard Initiative</b>						
<b>Combined Project Budget Summary</b>						
<b>Project</b>	<b>Total Cost</b>	<b>OUSD</b>	<b>EBAYC</b>	<b>Valley</b>	<b>TSC</b>	<b>Other</b>
Lowell Campus	\$1,185,590	\$762,770	\$422,820	\$242,500	\$0	\$180,320
Sankofa Academy	\$1,759,167	\$1,321,150	\$438,017	\$350,000	\$83,450	\$4,567
Sobrante Park Eleme	\$800,800	\$549,500	\$251,300	\$150,000	\$92,500	\$8,800
<b>Grand Totals</b>	<b>\$3,745,557</b>	<b>\$2,633,420</b>	<b>\$1,112,137</b>	<b>\$742,500</b>	<b>\$175,950</b>	<b>\$193,687</b>

JULY 15, 2011



**ESTIMATE OF PROBABLE PROJECT COSTS FOR  
SCHOOLYARD IMPROVEMENTS  
OAKLAND UNIFIED SCHOOL DISTRICT**

	<u>Lowell</u>	<u>Sankofa</u>	<u>Sobrante</u>
1. Surveying	\$15,660.00	\$0.00	\$9,600.00
2. A/E Fees, (including 3% of construction cost for CA)	\$203,580.00	\$86,400.00	\$124,800.00
3. Inspections (2% of Construction)	\$26,100.00	\$12,000.00	\$16,000.00
4. Testing (1% of Construction)	\$13,050.00	\$6,000.00	\$8,000.00
5. Construction	\$1,305,000.00	\$600,000.00	\$800,000.00
6. Contingency (20% of Construction)	\$261,000.00	\$120,000.00	\$160,000.00
<b>Total</b>	<b>\$1,824,390.00</b>	<b>\$824,400.00</b>	<b>\$1,118,400.00</b>

Client#: 15493

URBANDES11

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
01/16/2012

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Attn: Hec Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	<b>INSURERS AFFORDING COVERAGE</b>
<b>INSURED</b> Urban Design Consulting Engineers 4400 Market Street, Suite 800 Oakland, CA 94608	INSURER A: <b>American Automobile Ins. Co.</b>
	INSURER B: <b>Travelers Property Casualty Co of Am</b>
	INSURER C: <b>XL Specialty Insurance Co.</b>
	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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Incl. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	AZC80837964  Ded-0-	03/12/11	03/12/12	EACH OCCURRENCE <b>\$2,000,000</b>
					FIRE DAMAGE (Any one fire) <b>\$1,000,000</b>
					MED EXP (Any one person) <b>\$10,000</b>
					PERSONAL & ADV INJURY <b>\$2,000,000</b>
					GENERAL AGGREGATE <b>\$4,000,000</b>
					PRODUCTS - COM/PROP AGG <b>\$4,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO  <b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	AZC80837964	03/12/11	03/12/12	COMBINED SINGLE LIMIT (Ea accident) <b>\$2,000,000</b>
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
					EACH OCCURRENCE \$
					AGGREGATE \$
					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	UB2749T693	03/12/11	03/12/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT <b>\$1,000,000</b>
					E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b>
					E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
C	<b>OTHER Professional Liability</b>	DPS9692233	03/12/11	03/12/12	<b>\$2,000,000 per claim</b> <b>\$2,000,000 annl aggr.</b>

**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: Sobrante Park ELementary School Landscape Improvement Project

(See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
Oakland Unified School District Attn: Tadashi Nakadegawa 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 <i>Naomi M. Barrett</i>



## 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.**



Urban Design Consulting Engineers  
Policy #AZC80837964

EXCERPTS FROM: Fireman's Fund ABC MULTICOVER – AB 91 89 08 07

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE  
FOLLOWING: AMERICAN BUSINESS COVERAGE

2. **Blanket Additional Insured**

Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

- f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
  - (1) Coverage is limited to their liability arising out of:
    - (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
    - (b) your ongoing operations performed for that insured; or
    - (c) that insured's financial control of you; or
    - (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s).

4. **Blanket Waiver of Subrogation**

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

- 6. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
  - b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

19. **Common Policy Conditions** (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:

- 2. Coverage C – Liability
  - If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:
    - a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: PROPERTY/LIABILITY POLICY -- AB 90 00 12 93

II. K. 5. Separation of Insureds

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

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



## INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

Project Information			
<b>Project Name</b>	Sobrante Park ES Landscape Improvement	<b>Site</b>	Sobrante Park MS
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
<b>Attachment Checklist</b>	<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							
<b>Contractor Name</b>	Urban Design Consulting Engineers	<b>Agency's Contact</b>	Jason Ling				
<b>OUSD Vendor ID #</b>	V060277	<b>Title</b>	Architect of Record				
<b>Street Address</b>	4400 Market Street, Suite 800	<b>City</b>	Oakland	<b>State</b>	CA	<b>Zip</b>	94608
<b>Telephone</b>	510-868-1085	<b>Policy Expires</b>	3-12-2012				
<b>Contractor History</b>	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				
<b>OUSD Project #</b>	07086						

Term			
<b>Date Work Will Begin</b>	2-9-2012	<b>Date Work Will End By</b> (not more than 5 years from start date)	1-31-2013

Compensation			
<b>Total Contract Amount</b>	\$	<b>Total Contract Not To Exceed</b>	\$134,400.00
<b>Pay Rate Per Hour (if Hourly)</b>	\$	<b>If Amendment, Changed Amount</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
<b>Resource #</b>	<b>Funding Source</b>	<b>Org Key</b>	<b>Object Code</b>	<b>Amount</b>
9299, 9399, 9499	Measure B	1549901811	6215	\$134,400.00

Approval and Routing (in order of approval steps)			
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.			
	<b>Division Head</b> Charles Love	<b>Phone</b> 510-535-7081	<b>Fax</b> 510-535-7082
1.	<b>Capital Program Contract &amp; Accounting Manager</b>	<b>Signature</b>	<b>Date Approved</b> 1-19-12
2.	<b>General Counsel, Department of Facilities Planning and Management</b>	<b>Signature</b>	<b>Date Approved</b> 1-23-12
3.	<b>Associate Superintendent, Facilities Planning and Management</b>	<b>Signature</b>	<b>Date Approved</b>
4.	<b>President, Board of Education</b>	<b>Signature</b>	<b>Date Approved</b>

