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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 (initials)
Timothy White, Deputy Chief, Facilities Planning and Management (signature)

Board Meeting Date January 28, 2015

Subject Small Architectural Contract - Urban Design Consulting Engineers - Burbank Asphalt Paving Project

Action Requested Approval by the Board of Education of an *Agreement for Architectural Service* ^{JK} Small Architectural Contract with Urban Design Consulting Engineers for Design Services on behalf of the District at the Burbank Asphalt Paving Project, in an amount not-to exceed \$107,375.00. The term of this Agreement shall commence on January 28, 2015 and shall conclude no later than December 31, 2015.

Background The asphalt at the school site is in need of repair.

Local Business Participation Percentage 89.9%

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 ^{Agreement For Architectural Services EK} ~~Small Architectural Contract~~ with Urban Design Consulting Engineers for Design Services on behalf of the District at the Burbank Asphalt Paving Project, in an amount not-to exceed \$107,375.00. The term of this Agreement shall commence on January 28, 2015 and shall conclude no later than December 31, 2015.

Fiscal Impact

Measure B

Attachments

- Small Architectural Project including scope of work
- Consultant Proposal
- Certificate of Insurance

**AGREEMENT FOR ARCHITECTURAL SERVICES
BY AND BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
Urban Design Consulting Engineers**

This Agreement for Architectural Services is made as of the 10th day of December 2014, between the **Oakland Unified School District**, a California public school district ("District"), and **Urban Design Consulting Engineers** ("Architect") (individually a "Party" and collectively the "Parties"), for the following project ("Project"):

Burbank Elementary School Asphalt Paving Project, located at 3550-64th Avenue, Oakland, CA 94608.

WITNESSETH, that for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions for words and phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect**: The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect.
 - 1.1.3. **As-Built Drawings ("As-Builts")**: Any document prepared and submitted by District's contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders.
 - 1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that DSA has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.
 - 1.1.6. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
 - 1.1.7. **District**: The **Oakland Unified School District**.
 - 1.1.8. **DSA**: The Division of the State Architect.
 - 1.1.9. **Project Budget**: The total amount indicated by the District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs.
 - 1.1.10. **Record Drawings**: A final set of drawings prepared by the Architect based upon marked-up prints, drawings, and other data furnished to Architect by Contractor that

incorporates all changes from all As-Builts, sketches, details, and clarifications.

- 1.1.11. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.12. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall provide the Services as described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed or authorization from District to perform Services requested hereunder.
- 2.2. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 2.3. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 3. Completion of Services

- 3.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the time as specified in the notice, if any.

Article 4. Compensation and Value of Agreement

- 4.1. District shall pay Architect for all Services contracted for under this Agreement on a time and materials basis. The total compensation paid Architect pursuant to this Agreement may not exceed **One hundred seven thousand, three hundred seventy-five Dollars (\$107,375.00).**
- 4.2. Architect shall notify District if District requested services or reimbursables will exceed the Zero Dollars (\$0.00) limit of this Agreement. If any work is performed by Architect without the prior written authorization of District, District shall not be obligated to pay for such work. The Parties may, by written agreement, increase the monetary limit of this Agreement.
- 4.3. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Architect 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.
- 4.4. **Expenses.** District shall not be liable to Architect for any costs or expenses paid or incurred by Architect in performing Services for District.

Article 5. Ownership of Data

- 5.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, Record Drawings, specifications, and estimates that the Architect or its consultants, prepares or causes to be prepared pursuant to this Agreement.
- 5.2. The Architect retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, Record Drawings, specifications, estimates, and other documents that the Architect or its consultants prepares or causes to be prepared pursuant to this Agreement.
- 5.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, a "thumb" drive and/or compact disc with these documents that is compatible with AutoCAD. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 5.4. In order to document exactly what CADD information was given to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the Architect or Consultant(s) subsequent to it being given to the District.
- 5.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") in electronic format (Microsoft Word) which the District shall have the right to utilize in any way permitted by statute:
 - 5.5.1. One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 5.5.2. One set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 5.5.3. One set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical, and electrical), roof plan, sections, and exterior elevations of the Project.
 - 5.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data, and reports prepared by the Architect under this Agreement.
- 5.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge and participation, the District agrees to release Architect of responsibility for such changes, and shall indemnify, defend, and hold the Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses including, but not limited to, reasonable attorneys' fees, on account of any

damages or losses to property or persons, including injuries or death, or economic losses, arising out of that change or use except to the extent the Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect's consultants.

Article 6. Termination of Contract

- 6.1. If Architect fails to perform Architect's duties to the satisfaction of the District and as required by this Agreement, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions that caused the District to terminate this Agreement. The District may, at its discretion, provide the Architect time to cure its default or breach.
- 6.2. District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.
- 6.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 6.4. The Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective after receipt of written notice from Architect to the District. Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination.
- 6.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay the Architect only the costs associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 6.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, the Architect may terminate this Agreement by giving written notice.

Article 7. Indemnity/Architect Liability

- 7.1. To the furthest extent permitted by California law, Architect shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("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, to property or persons, including personal injury and/or death ("Claim(s)"), to

the extent that the Claim(s) arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants 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. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.

Article 8. Mandatory Mediation for Claims

- 8.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("Mediation"). The Parties' expectations are that if the Claim is made by a third party (e.g., a contractor), that the third party will be a participant in that Mediation. The Parties agree that any statute of limitations applicable to any Claim shall be tolled for the period from the date a Party requests Mediation through the tenth (10th) day after termination of the Mediation, unless otherwise agreed to by the Parties.
- 8.2. Except as set forth below, the Parties agree to refrain from filing, maintaining, or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.
- 8.3. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with such rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, or any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.
- 8.4. The Parties shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the Parties are unable to agree upon a mediator, then the mediator shall be appointed by JAMS/Endispute.
- 8.5. The Mediation shall take place at a location within twenty (20) miles of the District's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the Parties, but, unless otherwise agreed to in writing, each Party shall bear its own attorney's fees.
- 8.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.
- 8.7. This mandatory mediation process shall only apply to Claims pursuant to the Architect Indemnity provision herein and shall not apply to any disputes to be resolved pursuant to the Alternative Dispute Resolution provisions herein.

Article 9. Fingerprinting

Pursuant to Education Code section 45125.2, District has determined on the basis of scope of Services in this Agreement of this Project, that Architect, Consultants, and their employees will have only limited contact with pupils at most. Architect shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to

determine that contact will be more than limited as defined by Education Code section 45125.1(d).

Article 10. Responsibilities of the District

- 10.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 10.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 10.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.
- 10.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and desirable for the coordination or management of work related to the Project.
- 10.5. The District shall provide to the Architect all relevant information it knows it possesses regarding the Project that the Architect needs to perform its Services. The District shall provide this information and its decisions required under this Agreement in a timely manner and to avoid unreasonable delay in the Project.

Article 11. Liability of District

- 11.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided for 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.
- 11.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by Architect, or by its employees, even though such equipment may be furnished or loaned to Architect by District.

Article 12. Nondiscrimination

- 12.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of such person.

- 12.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 13. Insurance

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

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

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

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

Workers' Compensation Insurance and Employers' Liability Insurance for all of Architect's employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Architect 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.

13.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Architect'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

- 13.2. **Proof of Carriage of Insurance.** The Architect 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:

- 13.2.1. 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."

- 13.2.2. 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.
- 13.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, 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 Architect's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 13.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 13.3. **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.

Article 14. Covenant Against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration, or to recover, the full amount of such compensation, fee, commission, percentage fee, gift, or contingency.

Article 15. Entire Agreement/Modification

This Agreement, including the Exhibits incorporated by reference into this Agreement, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 16. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate, or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation, or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate, or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation, or sublease without Architect's prior written consent shall be considered null and void.

Article 17. Law/Venue

- 17.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 17.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

Article 18. Alternative Dispute Resolution

18.1. Architect's Invoices

18.1.1. If the District disapproves of any portion or amount(s) of the Architect's invoices, the District shall within thirty (30) days of receipt by the District of any of the Architect's invoices, communicate to the Architect in writing, with reasonable detail, what portion or amount of the Architect's invoices that are disapproved for payment, what portion or amount of the Architect's invoices that are approved for payment, and the basis for the District's disapproval of the disputed portion(s) or amount(s) of the Architect's invoices ("Disputed Architect Invoice Detail").

18.1.2. If the Architect disagrees with the Disputed Architect Invoice Detail, the Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to any such disapproved portion or amount of the Architect invoices and the Disputed Architect Invoice Detail to determine if the dispute can be resolved. Such meet and confer communications shall include, but are not limited to, face-to-face meetings within thirty (30) days of the Architect's notice to the District with the appropriate District and Architect personnel as appropriate and necessary.

18.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a dispute as indicated herein.

18.2. Disputes between the parties arising out of this Agreement shall be resolved by the following processes:

18.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any controversy or dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for any Disputed Architect Invoice Detail shall satisfy this negotiation requirement.

18.2.2. **Mediation.** Within thirty (30) days, but no earlier than fifteen (15) days, following the earlier of receipt of notice by one party by the other party of a demand for mediation, the parties shall submit the dispute to non-binding mediation administered by the AAA (or other agreed upon rules) under its construction industry mediation rules, unless waived by mutual stipulation of both parties.

18.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this Agreement is located.

18.3. Architect shall neither rescind nor stop the progress of its work pending the outcome of any dispute under this Agreement.

Article 19. Severability

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Article 20. Employment Status

20.1. Architect shall, during the entire term of Agreement, be construed to be an independent

contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

- 20.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical, or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave, or other leave, with or without pay, or for other benefits which accrue to a District employee.
- 20.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 20.4. Should a relevant taxing authority determine a liability for past services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 20.5. A determination of employment status pursuant to the preceding paragraphs of this Article shall be solely for the purposes of the particular tax in question and, for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.
- 20.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 21. Warranty and Certification of Architect

- 21.1. Architect warrants and certifies that the Architect is properly certified and licensed under the laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.
- 21.2. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that 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 it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 21.3. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage

Laws"). Since the Architect is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation may be One Thousand Dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws.

Article 22. Cost Disclosure - Documents And Written Reports

If the total cost of the Contract is over Five Thousand Dollars (\$5,000).

Article 23. Notices & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Oakland Unified School District
900 High Street
Oakland, CA 94601

Attn: Tadashi Nakadegawa

Architect:

4400 Market Street, Suite 800
Oakland, CA 94608

Attn: Jason Ling

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

Article 24. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBES") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Architect, before it executes this Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract, and documentation demonstrating the Architect's good faith efforts to meet these goals.

Article 25. District's Right to Audit

- 25.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of the Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 25.2. The District's Right includes the right to examine any and all books, records, documents, and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with all requirements of this Agreement.
- 25.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and

accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred or anticipated to be incurred.

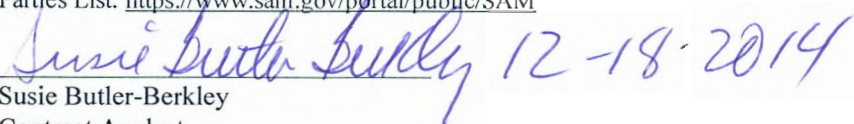
- 25.4. The Architect shall maintain complete and accurate records for a minimum of seven (7) years and in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit all Project related accounting records and documents and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.
- 25.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 25.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 26. Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE). Architect shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

Article 27. Other Provisions

- 27.1. Neither the District's review of, approval of, nor payment for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District.
- 27.2. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 27.3. The Architect acknowledges that the District is a public agency that is subject to heightened curiosity by the news media and the public and that the Architect may not be apprised of all facts surrounding the Project that Architect is working on. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Architect shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Architect receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.
- 27.4. **Exhibit "A"** and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

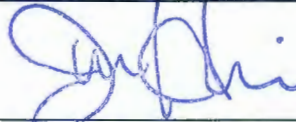
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions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


Susie Butler-Berkley
Contract Analyst

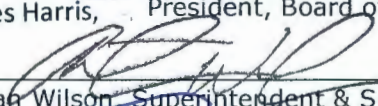
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

ACCEPTED AND AGREED on the date indicated below:

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 1/29/15
Date

ARCHITECT




By: Jason J. Ling 12/17/2014
Date
Its: Principal

APPROVED AS TO FORM:



OUSD Facilities Legal Counsel 12.18.14
Date

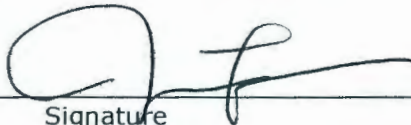
File ID Number: 15-0025
Introduction Date: 1/28/15
Enactment Number: 15-0131
Enactment Date: 1/28/15
By: 

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither Urban Design Consulting Engineers [Type name of Architect] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Architect or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Architect on the 17th day of December 2014 for the purposes of submission of this Agreement.

By:  _____
Signature

Jason J. Ling
Typed or Printed Name

Principal

Title

EXHIBIT "A"
SCOPE OF SERVICES

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

Prepared by: Urban Design Consulting Engineers, 12/1/2014						Project complies with Local Hiring. Of the 50% minimum Local participation:		Overall Project:
Client: Oakland Unified School District, CA						SLBE=	30.1%	30.1%
Project: Burbank Preschool Schoolyard Improvement Project, Oakland, CA						LBE=	19.9%	48.4%
	Principal	Associate Engineer	Associate Designer	CADD	Business Coordinator	Subconsultant	Reimb. / Est.	
Rate Markup	\$ 190	\$ 130	\$ 120	\$ 100	\$ 95	10%	10%	
Task	Hours	Hours	Hours	Hours	Hours			Totals
1. DESIGN DEVELOPMENT / CONSTRUCTION DOCUMENTS 65%	21.0	116.0	2.0	119.0	-		\$ -	\$69,534.00
1.1 Existing Conditions								
1.1.1 Receive and review information from the school	2.0	4.0	2.0	2.0				\$1,340.00
1.1.2 Perform Field Survey	2.0	4.0		4.0		\$ 23,140.00		\$26,754.00
1.1.3 Perform underground utility marking	1.0	2.0				\$ 6,200.00		\$7,270.00
1.1.4 Prepare existing surface terrain model.	1.0	4.0		8.0				\$1,510.00
1.1.5 Perform Geotechnical and Environmental Soils review	1.0	4.0				\$ 5,500.00		\$6,760.00
1.2 Coordination with OUSD Maintenance		2.0						\$260.00
1.3 Design and Prepare Design Development Plans								
1.3.1 Proposed Improvements	4.0	16.0		16.0				\$4,440.00
1.3.2 Path of Travel Plan	2.0	8.0		4.0				\$1,820.00
1.4 Design and Prepare Plans (65% CD)	8.0	72.0		85.0				\$19,380.00
o Existing Condition Plan								
o Demolition Plan								
o Site Plan								
o Grading Plan								
o Drainage Plan								
o Construction Details								
o Erosion Control (basic) Plan								
o Specifications								
2. CONSTRUCTION DOCUMENTS 100% PLANS AND SPECIFICATIONS	9.0	27.0	38.0	34.0	2.0		\$ -	\$13,370.00
2.1 Review with Client, address comments to start 100% CD.	2.0	2.0	2.0					\$880.00
2.2 Prepare plans and specifications	4.0	24.0	24.0	32.0	2.0			\$10,150.00
2.3 Submit Plans to DSA with Form DSA-1, coordinate and follow-up	2.0		12.0					\$1,820.00
2.4 Final print, stamp and sign	1.0	1.0		2.0				\$520.00
3 CONSTRUCTION ADMINISTRATION	12.0	24.0	24.0	6.0	-		\$ -	\$14,380.00
3.1 Advise and issue clarifications as needed through Bid Phase	2.0	4.0						\$900.00
3.2 Maintain one Annotated Set of plans and specifications for the Project	2.0	4.0	4.0					\$1,380.00
3.3 Review submittals, shop drawings, respond to RFI's, and issue instructional bulletins as required for clarification of Construction Documents	2.0	8.0						\$1,420.00
3.4 Visit site as appropriate	4.0		16.0					\$2,680.00
3.5 Attend punch-list walkthrough		4.0						\$520.00
3.6 From Contractor redlines, revise plans (using AutoCAD) and specifications electronically. Submit as Project Record Drawings		2.0		6.0				\$860.00
3.7 Provide as-needed inspection, Geotechnical density tests prior to paving		2.0				\$ 5,000.00		\$5,760.00
3.8 Project Close Out	2.0		4.0					\$860.00
Reimbursables							\$ 300.00	\$330.00
Printing							\$ 300.00	\$330.00
							TOTAL	\$97,614.00

EXHIBIT A



December 1, 2014
Oakland Unified School District
Attn: Lee Sims
955 High Street
Oakland, CA 94601

Email: leesims44@aol.com
Phone: 510-535-7094

Re: Proposal for Professional Services on the Burbank Preschool Schoolyard Improvement Projects, Oakland, CA

Dear Ms. Sims,

As follow up to our conversations and field review of the site, 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
- Stormwater Design, QSP, QSD

For the subject project, we propose the following scope, schedule, and budget. If you would like to adjust the program, we are happy to customize the Scope of Work further.

SCOPE OF WORK

Limit of Work:

- As shown in the attached "UDCE Limit of Work and Scope, 11/18/2014"

Design Elements:

- Project elements annotated in UDCE Limit of Work
- Field Surveying
- Civil Engineering
 - Overall coordination and Construction Documents
 - Grading and Drainage
 - Artificial Turf south part of site, coordinate with manufacturer, OR specify natural turf and design irrigation. OUSD to decide direction prior to design.

- Fence selection collaboratively with OUSD
- DSA Processing

Phases:

Design Development / Construction Documents 65%, Construction Documents 100%, Limited Construction Support Services (responding to RFI's and Submittals during construction)

Schedule:

As shown in the Estimated Project Schedule, 12/1/2014.

Design Baseline:

- AutoCAD 2015 and AutoCAD Civil 3D 2015, National CAD Standard
- Oakland Unified School District Specifications in CSI 6-digit Format

Basic Services

1. Design Development / Construction Documents 65%
 - 1.1. Existing Conditions
 - 1.1.1. Receive and review the following information for the school
 - 1.1.1.1. Any record information for existing site and utilities
 - 1.1.2. Perform Field Survey. District provides horizontal and vertical control information prior to field survey
 - 1.1.3. Underground utilities depicted to American Society of Civil Engineer (ASCE) 38-02 Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, Quality level C, prepared by traced record map, then adjusted to surface features where possible.
 - 1.1.4. Prepare Existing Surface Terrain Model
 - 1.2. Coordinate with OUSD Maintenance
 - 1.3. Design and Prepare Design Development Plans
 - 1.3.1. Proposed Improvements
 - 1.3.2. Path of Travel
 - 1.4. Design and Prepare Plans
 - Existing Condition Plan
 - Demolition Plan
 - Site Plan
 - Grading Plan
 - Drainage Plan
 - Construction Details
 - Erosion Control (basic) Plan
 - Specifications
2. Construction Documents (100%, stamped and signed)
 - 2.1. Review with Client, address comments to start 100% CD
 - 2.2. Design and Prepare Plans as listed in Section 1.4
 - 2.3. Submit Plans to DSA with Form DSA-1, coordinate and follow up
 - 2.4. Final print, stamp and sign
3. Construction Administration
 - 3.1. Advise and issue clarifications as needed through Bid Phase
 - 3.2. Maintain one Annotated Set of plans and specifications for the Project
 - 3.3. Review submittals, shop drawings, respond to RFI's, and issue instructional bulletins as required for clarification of Construction Documents

- 3.4. Visit site as appropriate
- 3.5. Attend punch-list walkthrough
- 3.6. From Contractor redlines, revise plans (using AutoCAD) and specifications electronically.
Submit as Project Record Drawings
- 3.7. Provide Geotechnical inspection and density tests prior to paving
- 3.8. Project Close Out

Optional Services

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

Excluded services

- Application and Permit fees.
- Design of Site Lighting, Signing, project mitigation measures, and all other work not specified.
- Shade structure at playground coordinated, furnish and installed by OUSD

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 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 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 in a cursive style.

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

Attachment:

UDCE Limit of Work and Scope, 11/18/2014

Estimated Project Schedule, 12/1/2014

Project Fee Estimate, 12/1/2014

Fee Schedule 2014

Firm Profile

Resumes

Subconsultant Proposals



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%.

October 31, 2014

Ms. Lee Sims
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA

Re: Burbank School

Dear Ms. Sims:

K.C. Pierce & Associates (KCP) is pleased to present this proposal for surveying services to the Oakland Unified school District - OUSD. KCP will provide professional surveying and mapping services for the **Burbank School**. The Scope of Services is described below.

Scope of Services – Survey services for the above mentioned school. The District has requested separate costs for a boundary and topographic survey for the school.

Provide a detailed Boundary and Topographic Survey for the existing school property as shown on school records and as instructed by Ms Sims of OUSD.

Tasks: Programming, Research / Field Survey / Mapping

Scope Detail

1. Buildings - including all permanent objects such as fences & bollards
2. Field measurements will be to the nearest .0 of a ft
3. Trees with a Diameter of 4" min. will be specifically located
4. Survey data will typically extend from property to Centerline of street
5. Sidewalk / utility Data will be collected 15' beyond PL
6. Location of all visible utilities will be collected.
7. *Elevations* will be taken at items mentioned (to the nearest .0 of FT)
8. Additional elevations will be taken on grid system - to be decided
9. Contours if required will be at agreed upon intervals.

Deliverable: Electronic File if desired can be made available. But raw data is generally not useful to the client.

Estimate: Topographic Survey

<u>Category</u>	<u>Code</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Field	3PC	36	\$240	\$8,640
Office	CAD	40	\$85	\$3,400
Supervision	PLS	8	\$125	\$1000
Total				\$13,040

Description: KCP will provide subsequent detailed Mapping of the completed field survey in an AutoCAD 2000 Format. Mapping scale will be determined prior to drawing commencement. Mapping (if applicable) will clearly delineate a metes and bounds survey with appropriate bearings and distance. Buildings and physical structures will be depicted as well. All pertinent local requirements / certificates and regulations of OUSD, City, County and State governments will be strictly adhered to.

Deliverable: Hard copy, and electronic file of completed survey. KCP will deliver 5 hard copy maps as part of this estimate; additional copies will be charged at cost plus 5%.

Estimate Boundary Survey:

<u>Category</u>				
Field	2PC	28	\$240	\$6720
Office	CAD	28	\$85	\$2380
Supervision	PLS	8	\$125	\$1200
Total				\$10,100

Total Costs: Topographic and Boundary = \$23,140

Underground Utilities- Consultant 6,200
Grand total **\$29,340**

Note:

1. *Items not included in this estimate.*
 - Record of Survey / Corner Record
 - Client must provide Title Report

We appreciate the opportunity to serve you. Please contact me if you have any questions

Thank you,



Karl Pierce
Principal

LAI & ASSOCIATES
GEOTECHNICAL ENGINEERS

Via Email

October 20, 2014
Job No. 8167.000

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

Subject: Proposal
Geotechnical Engineering Services
Proposed Schoolyard Improvements
Burbank Preschool Center
3550 64th Avenue
Oakland, California

LAI & ASSOC.

Dear Mr. Ling:

We are pleased to present this proposal to provide geotechnical engineering services during design and construction of the proposed schoolyard improvements for the Oakland Unified School District (OUSD) Burbank Preschool Center at 3550 64th Avenue in Oakland, California. This proposal has been prepared based on your October 17, 2014 email and our experience in the area.

We understand that the proposed schoolyard improvements will include a basketball court, trike track and turf areas. Our geotechnical input including percolation under the turf areas, geotechnical recommendations for shade structure foundations and pavement recommendations for localized accessibility van parking will be needed for the design of the proposed schoolyard improvements.

SCOPE OF SERVICES

Based on our experience with similar projects, we propose that the scope of our services includes the following tasks:

1. Reviewing public pertinent geologic and geotechnical literature and maps in our files;
2. Marking the boring locations for USA underground utility marking and clearance;
3. Drilling and logging 2 to 3 borings to a depth up to about 5 feet using a truck-mounted drill rig;
4. Measuring the thickness of existing pavement and aggregate base, and observe the soils encountered in the borings;
5. Performing one field percolation test at a depth and location agreed with you;
6. Summarizing the results of the field percolation test and providing geotechnical recommendations for the proposed schoolyard improvements in a letter report;
7. Providing up to 6 hours of geotechnical consultation and meetings during design and construction; and
8. On a part-time basis, providing geotechnical observation and testing during construction.

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

John 3:16

October 20, 2014

Job No. 8167.000

Page 2

During the course of our investigation, we would consult with you regarding our findings. After drilling, the boreholes will be backfilled and patched with concrete or asphalt cold patch at the surface.

This proposal does not include response to peer review (if any); such services can be provided to you, upon your request, under a separate proposal.

FEE ESTIMATE

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 \$10,500 distributed roughly as follows:

TASK DESCRIPTION	ESTIMATED COSTS
Limited Geotechnical Investigation (including 2 to 3 borings and 1 percolation test)	\$ 4,500
Consultation during Design and Construction (estimated up to 6 hours of consultation)	\$ 1,000
Geotechnical Observation and Testing during Construction (estimated seven 4-hour visits at \$500/visit)	\$ 3,500
Construction Laboratory Testing and Construction Report	\$ 1,500
ESTIMATED TOTAL	\$ 10,500

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



Steve K. Tsang
Vice President
GE 2162

SKT/PROPOSAL - BURBANK

Attachment: Fee Schedule - 2014

415 Boulder Court, Suite 400, Pleasanton, CA 94566; Cell: (925) 639-3836; Email: paulslai1@gmail.com

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	60¢/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 8½ 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).

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

Client#: 15493

URBANDES11

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2014

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

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

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Attn: RBC Oakland, CA 94604-2675 510 465-3090	CONTACT NAME:		
	PHONE (A/C, No, Ext):	510 465-3090	FAX (A/C, No): 510 452-2193
INSURED Urban Design Consulting Engineers 4400 Market Street, Suite 800 Oakland, CA 94608	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :	Associated Indemnity Corp.	
	INSURER B :	Travelers Property Casualty Co	25674
	INSURER C :	XL Specialty Insurance Co.	37885
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input type="checkbox"/> Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			AZC80872285	03/12/2014	03/12/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$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 <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			AZC80872285 *Shared with General Liab.	03/12/2014	03/12/2015	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000* BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB2749T693	03/12/2014	03/12/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			DPS9713637	03/12/2014	03/12/2015	\$2,000,000 per claim \$2,000,000 annl aggr.

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

General Liability policy excludes claims arising out of the performance of professional services.

RE: Small Architectural Contract-Urban Design Consulting Engineers-Burbank Asphalt Paving project - \$107,375.00

GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District and the State and their agents, (See Attached Descriptions)

CERTIFICATE HOLDER Oakland Unified School District Attn: Susie Berkley 955 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Naomi M. Barrett</i>
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DESCRIPTIONS (Continued from Page 1)

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 03/12/2014

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

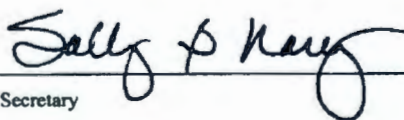
arising out of **your work** for that insured by or for you.

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



SMALL ARCHITECTURAL CONTRACT ROUTING FORM

Project Information			
Project Name	Burbank Asphalt Paving	Site	104
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	3-12-2015				
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	13194						

Term			
Date Work Will Begin	1-28-2015	Date Work Will End By (not more than 5 years from start date)	12-31-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$107,375.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1049905890	6215	\$107,375.00

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	12/19/14		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	12.18.14		
	Deputy Chief, Facilities Planning and Management				
3.	Signature	Date Approved	12/19/14		
	Chief Operations Officer, Board of Education				
4.	Signature	Date Approved	1/9/15		
	President, Board of Education				
5.	Signature	Date Approved			



AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Information

Project Name	955 High Street Paving	Site	918
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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
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Contractor Information

Contractor Name	Urban Design Consulting	Agency's Contact	Jason Ling		
OUSD Vendor ID #	V060277	Title	Architect of Record		
Street Address	4400 Market Street	City	Oakland	State	CA Zip 94608
Telephone	510-868-1085	Policy Expires	3-12-2015		
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes x No		
OUSD Project #	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
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$190,150.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 15,000.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	9189905890	6215	\$15,000.00

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.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management	Signature	Date Approved 12/19/14		
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved 12-18-14		
3.	Deputy Chief, Facilities Planning and Management	Signature	Date Approved 12/19/14		
4.	Chief Operations Officer	Signature	Date Approved 1/9/15		
5.	President, Board of Education	Signature	Date Approved		