

Board Office Use: Legislative File Info.	
File ID Number	18-0998
Introduction Date	5-9-2018
Enactment Number	18-0808
Enactment Date	5-9-18 er



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education  
Timothy White, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** May 9, 2018

**Subject** Amendment No. 2, Architectural Agreement - Verde Design - Bret Harte Middle School Turf Field Project

**Action Requested** Approval by the Board of Education of Amendment No. 2, for an Architectural Agreement between the District and Verde Design, Santa Clara, CA, for the latter to provide QSD and SWPPP preparation services as the qualified SWPPP Developer to assist District with SMARTS data entry and Notice of Intent to the State Water Board; upload SWPPP documents to SMARTS website; additional services shall include the structural engineer, Biggs Cardosa, to provide administration services during construction for the installation of a new guardrail and guardrail footing along an existing concrete ramp/walkway, in conjunction with the Bret Harte Turf Project, in an amount not-to-exceed \$6,850.00 increasing previous contract amount from \$121,000.00 to \$127,950.00 and to extend the ending date from January 1, 2018 to December 31, 2018. All remaining portions of the agreement shall remain in full force and effect.

\*Agreement approved October 25, 2017; File No. 17-2126; Enactment No. 17-1535

**Discussion** SWPPP services are required on field projects.

**LBP** (Local business participation percentage) 100.00%

**Recommendation** Approval by the Board of Education of Amendment No. 2, for an Architectural Agreement between the District and Verde Design, Santa Clara, CA, for the latter to provide QSD and SWPPP preparation services as the qualified SWPPP Developer to assist District with SMARTS data entry and Notice of Intent to the State Water Board; upload SWPPP documents to SMARTS website; additional services shall include the structural engineer, Biggs Cardosa, to provide administration services during construction for the installation of a new guardrail and guardrail footing along an existing concrete ramp/walkway, in conjunction with the Bret Harte Turf Project, in an amount not-to-exceed \$6,850.00 increasing previous contract amount from \$121,000.00 to \$127,950.00 and to extend the ending date from January 1, 2018 to December 31, 2018.

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\*Agreement approved October 25, 2017; File No. 17-2126; Enactment No. 17-1535

**Fiscal Impact**

Fund 21, Measure B

**Attachments**

- Amendment No. 1, including scope of work
- Consultant Proposal
- Certificate of Insurance



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

Legislative File ID No. 18-0998

Department: Facilities Planning and Management

Vendor Name: Verde Design

Project Name: Bret Harte Turf Field Project No.: 16100

Contract Term: Intended Start: 1/2/2018 Intended End: 12/30/2018

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$6,850.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy?  Yes (No if Unchecked)

How was this Vendor selected?

Packaged under Verde Design's agreemnt for engineering and design service contract..

Summarize the services this Vendor will be providing.

Provide QSD and SWPPP prepration services as the qualified SWPPP Developer to assist District with SMARTS data entry and Notice of Intent to the State Water Board and upload SWPPP documents to SMARTS website. Additional services shall include the structural engineer, Biggs Cardosa to provide administration services during construction for the installation of a new guardrail and guardrail footing along an existing concrete ramp/walkway.

Was this contract competitively bid?  Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

Review of past services regarding this type of scope of work.



2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3)  **Not Applicable - no exception - Project was competitively bid**



## AMENDMENT NO. 2 TO ARCHITECTURAL AGREEMENT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Verde Design. OUSD entered into an Agreement with CONTRACTOR for services on June 23, 2016, and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	The scope of work is <u>unchanged</u> .	X The scope of work has <u>changed</u> .
<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: <u>The scope of work to provide QSD and SWPPP preparation services as the qualified SWPPP Developer to assist District with SMARTS data entry and Notice of Intent to the State Water Board; upload SWPPP documents to SMARTS website; additional services shall include the structural engineer, Biggs Cardosa, to provide administration services during construction for the installation of a new guardrail and guardrail footing along an existing concrete ramp/walkway.</u></p>		
2. <b>Terms (duration):</b>	The term of the contract is <u>unchanged</u> .	X The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional <u>11 months</u>, and the amended expiration date is <u>12/31/2018</u>.</p>		
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> . <span style="float: right;">X The contract price has <u>changed</u>.</span>	
<p><b>If the compensation is changed:</b> The contract price is</p> <p style="padding-left: 40px;">X increase of \$6,850.00 to the original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p>		
<p>and the contract total is <b>One Hundred Twenty-Seven Thousand Nine Hundred Fifty Dollars and No/100 (\$127,950.00)</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. X This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	10-25-2017	Provide additional construction administrative services, bidding assistance and project close out services	\$38,400.00

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**

**CONTRACTOR**

\_\_\_\_\_  
Aimee Eng, President,  
Board of Education

\_\_\_\_\_  
Date

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

4-26-18  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education

\_\_\_\_\_  
Date

DEVIN CONWAY, PRINCIPAL  
\_\_\_\_\_  
Print Name, Title

  
\_\_\_\_\_  
Timothy White, Deputy Chief  
Facilities, Planning and Management

4-27-18  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Marion McWilliams,  
General Counsel, Facilities, Planning and Management

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date 4/30/18

**EXHIBIT "A" Scope of Work**

**Contractor Name: Verde Design**

**Billing Rate: \$6,850.00**

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

The scope of work to provide QSD and SWPPP preparation services as the qualified SWPPP Developer to assist District with SMARTS data entry and Notice of Intent to the State Water Board; upload SWPPP documents to SMARTS website; additional services shall include the structural engineer, Biggs Cardosa, to provide administration services during construction for the installation of a new guardrail and guardrail footing along an existing concrete ramp/walkway.


**2. Specific Outcomes:**

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

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

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

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

  
\_\_\_\_\_  
**Cesar Monterrosa**  
Director of Facilities Planning & Management



VERDE DESIGN

[www.VerdeDesignInc.com](http://www.VerdeDesignInc.com)

Date: April 26, 2018

Re: Verde Design Inc Authorized Signatories

To whom it may concern:

The employees bearing the title Principal is hereby authorized to sign on behalf of Verde Design Inc.

Sincerely,

Sandy Montgomery  
Finance Administration  
Verde Design Inc

LANDSCAPE ARCHITECTURE • CIVIL ENGINEERING • SPORT PLANNING & DESIGN

2455 The Alameda  
Santa Clara, CA 95050  
p: 408.985.7200

1843 Iron Point Road, Suite 140  
Folsom, CA 95630  
p: 916.415.6554

3558 Round Barn Blvd., Suite 200  
Santa Rosa, CA 95403  
p: 707.800.4204



VERDE DESIGN

2455 The Alameda, Suite 200  
Santa Clara, CA 95050  
t 408.985.7200 f 408.985.7260  
www.verdedesigninc.com

January 22, 2018

Lee Sims  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

Subject: Oakland USD - Bret Harte Middle School Synthetic Turf Field – QSD & SWPPP Services  
Verde Design Project No.: 1604300

Lee,

Verde Design, Inc. respectfully submits the following add service request to provide QSD & SWPPP preparation services for the following items. The fee is the anticipated not to exceed amount for time and materials work by Verde Design staff.

Verde Design shall provide services as the Qualified SWPPP Developer including the following:

- 1) Confirm project Risk Level II through the SMARTS site specific analysis.
- 2) Prepare draft SWPPP Submittal Package that includes:
  - a) Utilizing the previously prepared site specific erosions/sediment control & temporary BMP plans & details and non-stormwater controls
  - b) Stormwater Pollution Prevention Plan (SWPPP) and appendices for Risk Level II
- 3) Assist the District with SMARTS data entry and preparation of the Notice of Intent to the State Water Board through the SMARTS website.
- 4) Upload the SWPPP documents to the SMARTS website prior to submittal by the LRP.
- 5) Listed QSD shall be Jamie Wallis, P.E. shall provide data entry.

Construction monitoring, annual report, and notice of termination/close-out documents are excluded from these services and shall be provided by the QSP to be hired by the District or Contractor.

Lee, please issue an amendment in the not to exceed amount of **\$3,000** to our contract or a purchase order outlining these items are authorized by the District. Thank you.

Respectfully Submitted,  
Verde Design, Inc.

Approved:  
Lee Sims

Devin Conway, PE  
Principal

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

cc: Verde Design distribution





VERDE DESIGN

2455 The Alameda, Suite 200  
Santa Clara, CA 95050  
t 408.985.7200 f 408.985.7260  
www.verdedesigninc.com

January 22, 2018

Lee Sims  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

Subject: Oakland USD - Bret Harte Middle School Synthetic Turf Field  
Construction Administration – Structural (Biggs Cardoso)  
Verde Design Project No.: 1604300

Dear Lee:

On behalf of our structural engineering consultant, Biggs Cardoso, Verde Design is requesting the following additional service fee for Bret Harte Middle School Synthetic Turf Field to provide administration services during construction. We have contacted Biggs Cardoso and they have provided the fee below for their services and their proposal is attached (please see attached). This additional service proposal is an amendment of our original agreement.

Structural Construction Administration Services \$3,850

If this proposal meets with your approval, please sign and return one original copy to our office. Lee, thank you again for the opportunity to work with Oakland Unified School District on this exciting project!

Respectfully Submitted,  
Verde Design, Inc.

PROPOSAL APPROVED BY:  
Lee Sims

Devin Conway, PE  
Principal

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name Title

CC: Devin Conway, Verde Design  
Derek McKee, Verde Design  
Nance Cronin, Verde Design

**BIGGS CARDOSA  
ASSOCIATES INC**  
STRUCTURAL ENGINEERS

1111 Broadway, Suite 1610  
Oakland, CA 94607-4036  
Telephone 510-825-9900  
Facsimile 510-825-9902

November 29, 2016  
*Revised January 22, 2018*

Verde Design, Inc.  
1024 Iron Point Road  
Suite 100 #1241  
Folsom CA 95630

Attention: Tony Wood

Subject: Fee Proposal for Structural Engineering Services

Project: Synthetic Turf Field OUSD Project  
Bret Harte Middle School, Oakland, CA  
*Construction Support*

Dear Tony,

As discuss with Mike Delong, Biggs Cardosa Associates is pleased to submit this proposal for construction support services. The subject project consists of constructing new guardrail and guardrail footing along an existing concrete ramp/walkway.

The previous scope of our work was limited to preparing the structural calculations of the new guardrail footing and marking up the footing and post base detail to be incorporated into the architectural drawings. *Our proposed additional scope is to provide limited engineering services during the construction phase of the project.*

Non-structural work including preparation of site plans, drainage and grading, layout, ADA compliance, fire and life safety and overall project management are not included in this scope and will be completed by others.

### **SCOPE OF WORK**

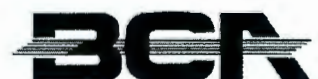
We propose to provide the structural engineering services as outlined below.

#### ***Contract Documents (Completed)***

- Prepare structural calculations for the design of guardrail footing and mark up details to be incorporated into the architectural drawings.
- Perform independent quality control check of the structural calculations.

#### ***Construction Support (Additional Scope)***

- *Review qualifications and experience and interview proposed inspector. Complete DSA form 5.*



- Respond to requests for information requested by contractor.
- Perform site visits as required, maximum 1.

**Assumptions**

- Our office is only responsible for preparing structural calculations of the guardrail footing.
- DSA plan check meeting is not included in our scope.

**Fee**

Biggs Cardosa Associates proposes to provide the structural engineering services described above on a **time-and-materials basis, per attached billing rate schedule for a fee as follows.** This budget will not be exceeded without your prior authorization

**Phase**

Contract Documents	\$2,000.00	Hourly Basis, Previously Approved
Construction Administration	\$1,500.00	Hourly Basis, Please Approve
Total	\$3,500.00	

Thank you for considering Biggs Cardosa Associates, Inc. as your structural engineering consultant on this project. Should you have any questions or need additional information, please do not hesitate to call.

Sincerely,  
Biggs Cardosa Associates, Inc.



Anthony Richardson, P.E.  
Engineering Manager

**APPROVAL:**

Signature: \_\_\_\_\_  
Verde Design, Inc

Name/Title: \_\_\_\_\_

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

Attachments: Charge Rate Schedule

Z:\Active Projects\2016\2016355 Bret Harte\Proposal\Bret Harte DSA proposal - Construction Support.docx







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/18/2017

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 have ADDITIONAL INSURED provisions or 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	Mary Barnard Insurance 2190 Stokes Street Suite 201 San Jose CA 95128	CONTACT NAME: Jennie Maltese PHONE (A/C No. Ext): (408) 286-1334 E-MAIL ADDRESS: jennie@barnardinsurance.com	FAX (A/C No.): (408) 286-6425
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	Verde Design, Inc.  2455 THE ALAMEDA, SUITE 200 SANTA CLARA, CA 95050-6037	INSURER A:	TRUCK INSURANCE EXCHANGE
		INSURER B:	Technology Insurance Company
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		605016326	6/13/2017	6/13/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		605016326	6/13/2017	6/13/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	605016330	6/13/2017	6/13/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	TWC3634747	6/13/2017	6/13/2018	<input checked="" type="checkbox"/> PER STATUTE <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
A	Physical Damage		605016326	06/13/2017	06/13/2018	Comp Ded. \$500 Coll Ded. \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
30 days notice of cancellation; 10 days notice for nonpayment of premium  
UMBRELLA LIABILITY IS FOLLOW FORM OVER GENERAL LIABILITY/AUTO LIABILITY and EMPLOYERS LIABILITY.

Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives are named as additional insured to general and Auto liability per policy form wording. Insurance is primary and non-contributory with severability of interest clause.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District ATTN: Timothy E White 955 High Street Oakland CA 94601	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>Mary Barnard</i>



POLICY NUMBER:  
605016326

COMMERCIAL GENERAL LIABILITY  
CG 20 10 1001

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Person or Organization: Oakland Unified School District, its agents, representatives, officers, consultants, employees, trustees and volunteers

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

A. Section II - Who Is An Insured is amended to include as an Insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that Insured.

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

**PRIMARY WORDING** *It is agreed that such insurance provided the Additional Insureds under this endorsement is primary, but only as respects any claims, loss or liability arising out of the operations of the named Insured, their subcontractors, their suppliers, and any other insurance maintained by the Additional Insured is deemed to be excess and shall not contribute with this insurance.*



Client#: 14

DEDESI

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2017

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).

<b>PRODUCER</b> <b>Dealey, Renton &amp; Associates</b> <b>P. O. Box 12675</b> <b>Oakland, CA 94604-2675</b> <b>510 465-3090 Julie L. Nelson</b>	<b>CONTACT NAME:</b> Doris A. Chambers <b>PHONE (A/C, No, Ext):</b> 510 465-3090 <b>E-MAIL ADDRESS:</b> dchambers@dealeyrenton.com	<b>FAX (A/C, No):</b> 510 452-2193
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Verde Design, Inc.</b> <b>2455 The Alameda, Suite 200</b> <b>Santa Clara, CA 95050</b>	<b>INSURER A:</b> Travelers Casualty & Surety Co.	<b>NAIC #</b> <b>31194</b>
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N    N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liability</b>			<b>106532568</b>	<b>06/13/2017</b>	<b>06/13/2018</b>	<b>\$2,000,000 per Claim</b> <b>\$4,000,000 Annl Aggr.</b>


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

All operations of the named insured.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the Certificate Holder

## CERTIFICATE HOLDER

## CANCELLATION

<b>Oakland Unified School District</b> <b>Attn: Tadashi Nakadegawa</b> <b>955 High Street</b> <b>Oakland, CA 94601</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> 

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Board Office Use: <b>Legislative File Info.</b>	
File ID Number	17-2126
Introduction Date	10-25-2017
Enactment Number	17-1535
Enactment Date	10/25/17 as



OAKLAND UNIFIED  
SCHOOL DISTRICT

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education  
By: Vernon Hal, Senior Business Officer *VH*  
Joe Dominguez, Deputy Chief, Facilities Planning and Management *JD*

**Board Meeting Date** October 25, 2017

**Subject** Amendment No. 1 Agreement for Architectural Services - Verde Design, Inc. - Bret Harte Middle School Field Project

**Action Requested** Approval by the Board of Education of Amendment No 1, Agreement for Architectural Services between the District and Verde Design, Inc., Santa Clara, CA., for the latter to provide additional construction administrative services, bidding assistance and project close out services, in conjunction with the Bret Harte Middle School Field Project, in an amount of \$38,400.00, increasing the previous contract amount from \$82,700.00 to a not-to-exceed amount of \$121,100.00. All remaining portions of the agreement shall remain in full force and effect.

**Discussion** Consulting services needed to ensure code compliance and facilitate the proper installation of synthetic turf field.

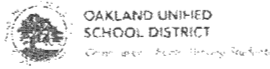
**LBP (Local Business Participation Percentage)** 50.00%

**Recommendation** Approval by the Board of Education of Amendment No 1, Agreement for Architectural Services between the District and Verde Design, Inc., Santa Clara, CA., for the latter to provide additional construction administrative services, bidding assistance and project close out services, in conjunction with the Bret Harte Middle School Field Project, in an amount of \$38,400.00, increasing the previous contract amount from \$82,700.00 to a not-to-exceed amount of \$121,100.00. All remaining portions of the agreement shall remain in full force and effect.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

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



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

**Legislative File ID No.**

**Department:** Facilities Planning and Management

**Vendor Name:** Verde Design

**Project Name:** Bret Harte Field

**Project No.:** 16100

**Contract Term:** Intended Start: 6/23/2016 Intended End: 1/1/2018

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$38,400.00

**Approved by:** Tadashi Nakadegawa

**Is Vendor a local Oakland Business or have they meet the requirements of the**

**Local Business Policy?** Yes (No if Unchecked)

**How was this Vendor selected?**

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

Provide bidding assistance which includes contacting of potential bidders, review and response to constructability/coordination review comments, attendance to (1) pre-bid meeting, answering bidder questions, submission of addendum to DSA for review and approval and assistance in evaluating bids. In addition, provide construction administration and project close out services which include attendance at pre-construction meeting, review and processing of submittals, RFI coordination and processing, attendance to (12) construction meetings, substantial completion walk-through and punch list, review of record drawings, final walk through and punch list, review of warranties/guaranties/O&Ms, close and organize electronic files and plans and development of CAD as-built drawings.

**Was this contract competitively bid?**  Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?



2) Please check the competitive bid exception relied upon:

**Educational Materials**

**Special Services** contracts for financial, economic, accounting, legal or administrative services

**CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)

**Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)

**Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

**Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)

**Emergency** contracts

**Technology** contracts

electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

Western States Contracting Alliance Contracts (WSCA)

California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

**Piggyback" Contracts** with other governmental entities

**Perishable Food**

**Sole Source**

**Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price

**Other, please provide specific exception**

3) **Not Applicable - no exception - Project was competitively bid**



## AMENDMENT NO. 1, AGREEMENT FOR ARCHITECTURAL SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and Verde Design, Inc. OUSD entered into an Agreement with CONTRACTOR for services on September 20, 2017, and the parties agree to amend that Agreement as follows:

1. **Services:**       The scope of work is unchanged.       The scope of work has changed.  
 If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.  
 The CONTRACTOR agrees to provide the following amended services: The scope of the project is for additional construction administrative services, bidding assistance and project close out services.

2. **Terms (duration):**       The term of the contract is unchanged.       The term of the contract has changed.  
 If term is changed: The contract term is extended by an additional \_\_\_\_\_, and the amended expiration date is \_\_\_\_\_

3. **Compensation:**       The contract price is unchanged.       The contract price has changed.  
 If the compensation is changed: The contract price is amended by  
  
 Increase of \$38,400.00 to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
  
 and the new contract total is **One hundred Twenty-one thousand, one hundred dollars and no cents (\$121,100.00)**

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

5. **Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris  
James Harris, President,  
Board of Education

10/26/17  
Date

Kyla Johnson Trammell  
Kyla Johnson Trammell, Superintendent  
Secretary, Board of Education


10/26/17  
Date

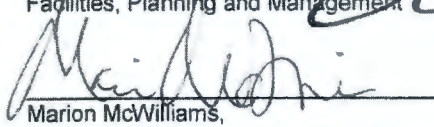
CONTRACTOR

Devin Conway  
Contractor Signature

9/20/17  
Date

Devin Conway, Principal  
Print Name, Title

  
 \_\_\_\_\_  
 Joe Dominguez, Deputy Chief  
 Facilities, Planning and Management      Date

  
 \_\_\_\_\_  
 Marion McWilliams,      10/2/17  
 General Counsel, Facilities, Planning and Management      Date

**EXHIBIT "A" Scope of Work**

**Contractor Name: Verde Design, Inc.**

**Billing Rate: Thirty-eight thousand, Four hundred dollars and no cents (\$38,400.00)**

1. Description of Services to be Provided

The scope of the project is for additional construction administrative services, bidding assistance and project close out services.

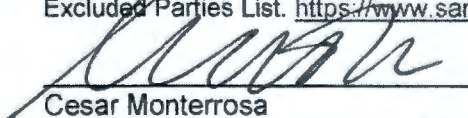
2. Specific Outcomes:

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

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

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

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

  
 \_\_\_\_\_  
 Cesar Monterrosa      7/28/17  
 Director of Facilities Planning & Management



7. Final walk-through and punch list for our scope of work. All subsequent punch walks will be billed on a Time and Materials basis in addition to this proposal.
8. Review all Contractor warranties / guaranties and M&O documentation for our scope of work.
9. Close project and organize electronic files, plans and construction binder.
10. Develop a set of project As-Built Drawings in CAD based on the Record Drawings as provided by the Contractor.

#### **SPECIAL PROVISIONS**

Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically not included in the Scope of Services:

1. Meetings other than those listed.
2. Any permit or application fees required for this project
3. Coordination with public agencies, other than DSA
4. QSD / QSP responsibilities.
5. Construction related geotechnical testing and field inspection work
6. Reproduction or printed sets of DSA approved documents

#### **PROFESSIONAL COMPENSATION**

Verde Design respectfully presents the following lump sum fee that is broken down by the following fee schedule, and these fees overall are based on the anticipated work effort that will be required to successfully complete the outlined Scope of Services.

<u>Project Phase</u>	<u>Fee Amount</u>
Bidding Assistance:	\$ 4,900
<u>Construction Administration / Project Closeout:</u>	<u>\$ 33,500</u>
<b>Fee Subtotal:</b>	<b>\$ 38,400</b>

Samantha, if this proposal meets with the District's approval, please issue a purchase order or amendment to our contract that reflects the contents of this proposal.

Respectfully Submitted,  
Verde Design, Inc.



Devin Conway, PE  
Principal

Enclosure: Current Charge Rate Schedule

cc: Verde Design Distribution

## EXHIBIT A



VERDE DESIGN

March 14, 2016

Oakland Unified School District  
c/o Samantha Huang, Sr. Project Engineer  
McCarthy Building Companies  
955 High Street  
Oakland, CA 94604  
Delivered via Electronic Mail

2455 The Alameda, Suite 200  
Santa Clara, CA 95050  
t 408.985.7200 f 408.985.7260  
www.verdedesigninc.com

**SUBJECT:** Oakland USD – Brett Harte MS Synthetic Turf Field, Construction Administration Services  
Verde Design Project No.: 1604301

Dear Samantha:

Per your request, Verde Design presents for consideration and approval a proposal to provide a bidding and construction administration services for the above referenced project. This proposal shall remain valid for a period of ninety (90) days.

### **PROJECT UNDERSTANDING:**

Construction documents have been approved by DSA for the Brett Harte Middle School turf field project. We understand that McCarthy will be the CM for the project, and that the project.

### **SCOPE OF SERVICES**

Verde Design proposes providing the following services in accordance with the above stated project understanding.

#### **A. Bidding Assistance**

This project is assumed to be one (1) bid package. Verde Design will assist the District in the bid solicitation process. Our work for this effort will be as follows:

1. Contact potential bidders
2. Review and respond to McCarthy constructability / coordination review comments
2. Attend one (1) pre-bid meeting on-site with prospective bidders.
3. Provide answers to bidder questions to the District for distribution during the bid period.
4. Submit addendum to DSA for review and approval.
5. Assist District in evaluating the bids.

#### **B. Construction Administration / Project Close Out**

Verde Design will provide the following construction administration services as desired by the District.

1. Attend one (1) pre-construction coordination meeting.
2. Review and processing of applicable product submittals, shop drawings, and product samples (max 2 submittal for any one product; additional resubmittals will be billed on an additional Time-and-Materials basis).
3. RFI coordination and processing.
4. Attend up to twelve (12) construction meetings, including site walks. District Construction Manager will facilitate meetings and administer meeting documentation.
5. Complete Substantial Completion walk-through and generation of project punch list.
6. Review record drawings for underground improvements.

**Verde Design, Inc.**  
**Charge Rate Schedule**  
**Effective until December 31, 2017**

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

**Project Rates**

Principal	\$200.00 per hour
Project Manager/Construction Manager	
Level Four	\$190.00 per hour
Level Three	\$175.00 per hour
Level Two	\$155.00 per hour
Level One	\$140.00 per hour
IT Manager	\$155.00 per hour
CAD Manager	\$145.00 per hour
Project Designer	\$130.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$125.00 per hour
Draftsperson Level II	\$110.00 per hour
Draftsperson Level I	\$105.00 per hour
Project Administrator	\$80.00 per hour
Intern	\$70.00 per hour

**Reimbursable Rates**

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

**Reimbursable Expenses**

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

*Charge Rate Schedule is subject to revisions.  
 Revised 10/2016*



Client#: 14483

VERDEDESI

**ACORD™**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
6/14/2017

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).

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 Julie L. Nelson	CONTACT NAME: Doris A. Chambers PHONE (A/C, No, Ext): 510 465-3090 E-MAIL ADDRESS: dchambers@dealeyrenton.com	FAX (A/C, No): 510 452-2193
	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty & Surety Co. NAIC # 31194 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**INSURED**  
 Verde Design, Inc.  
 2455 The Alameda, Suite 200  
 Santa Clara, CA 95050


**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		106532568	06/13/2017	06/13/2018	\$2,000,000 per Claim \$4,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 All operations of the named insured.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the Certificate Holder

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Attn: Tadashi Nakadegawa 955 High Street Oakland, CA 94601	<b>CANCELLATION</b>  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 
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Policy Number: Various

Date Entered: 5/18/2017

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
5/18/2017

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 have ADDITIONAL INSURED provisions or 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 <b>Mary Barnard Insurance</b> 2190 Stokes Street Suite 201 San Jose CA 95128	CONTACT NAME: <b>Jennie Maltese</b>	PHONE (A/C No. Ext): <b>(408) 286-1334</b>	FAX (A/C No): <b>(408) 286-6425</b>
	E-MAIL ADDRESS: <b>jennie@barnardinsurance.com</b>		
INSURED <b>Verde Design, Inc.</b>  2455 THE ALAMEDA, SUITE 200 SANTA CLARA, CA 95050-6037	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: <b>TRUCK INSURANCE EXCHANGE</b>		
	INSURER B: <b>Technology Insurance Company</b>		
	INSURER C:		
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			605016326	6/13/2017	6/13/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			605016326	6/13/2017	6/13/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			605016330	6/13/2017	6/13/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3634747	6/13/2017	6/13/2018	<input checked="" type="checkbox"/> PER STATUTE <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
A	Physical Damage			605016326	06/13/2017	06/13/2018	Comp Ded. \$500 Coll Ded. \$500

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

30 days notice of cancellation; 10 days notice for nonpayment of premium

UMBRELLA LIABILITY IS FOLLOW FORM OVER GENERAL LIABILITY/AUTO LIABILITY and EMPLOYERS LIABILITY.

Oakland Unified School District, its Directors, Officers, Employees, Agents and Representatives are named as additional insured to general and Auto liability per policy form wording. Insurance is primary and non-contributory with severability of interest clause.

**CERTIFICATE HOLDER**

Oakland Unified School District  
ATTN: Timothy E White  
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

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POLICY NUMBER:  
605016326

COMMERCIAL GENERAL LIABILITY  
CG 20 10 1001

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Oakland Unified School District, its agents, representatives, officers, consultants, employees, trustees and volunteers

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

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

~~2. Exclusions~~

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**PRIMARY WORDING** *It is agreed that such insurance provided the Additional Insureds under this endorsement is primary, but only as respects any claims, loss or liability arising out of the operations of the named insured, their subcontractors, their suppliers, and any other insurance maintained by the Additional Insured is deemed to be excess and shall not contribute with this insurance.*





OK

## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Bret Harte Middle School Field	<b>Site</b>	206
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### 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>	Verde Design, Inc.	<b>Agency's Contact</b>	Devin Conway		
<b>OUSD Vendor ID #</b>	V053604	<b>Title</b>	Project Manager		
<b>Street Address</b>	2455 The Alameda, Suite 200	<b>City</b>	Santa Clara	<b>State</b>	CA
<b>Telephone</b>	408-985-7200	<b>Policy Expires</b>	6-13-2018		
<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>	16100				

### Term

<b>Date Work Will Begin</b>	10-25-2017	<b>Date Work Will End By</b> <small>(not more than 5 years from start date)</small>	1-1-2018
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### Compensation

<b>Total Contract Amount</b>	\$	<b>Total Contract Not To Exceed</b>	\$121,100.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Changed Amount</b>	\$ 38,400.00
<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.*

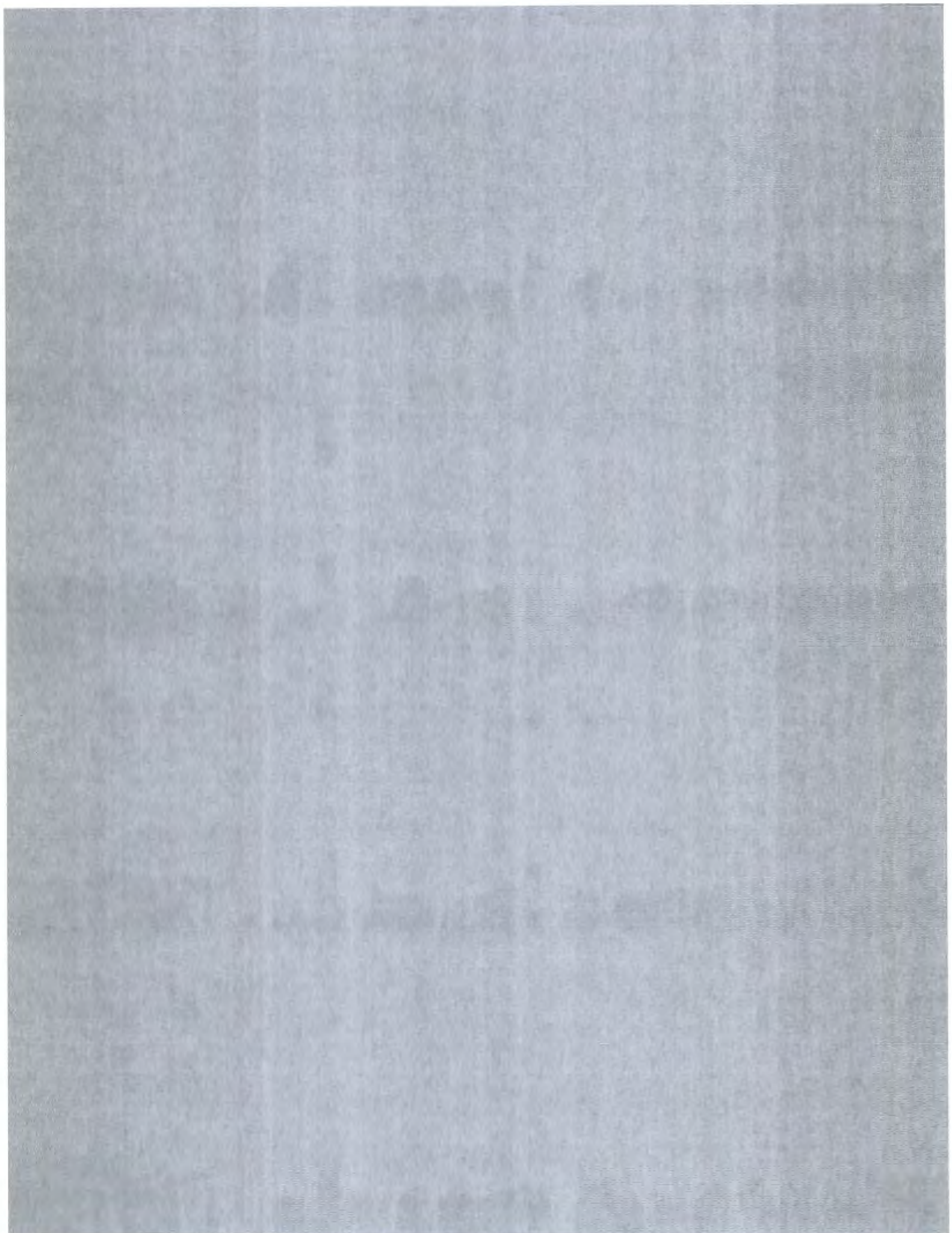
Resource #	Funding Source	Org Key	Object Code	Amount
9799	Fund 21, Measure J	2069901891	6215	\$38,400.00

### 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>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Director, Facilities Planning and Management</b>	<b>Signature</b>			
		<b>Date Approved</b>	9/28/2017		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>	<b>Signature</b>			
		<b>Date Approved</b>	9/29/17		
3.	<b>Deputy Chief, Facilities Planning and Management</b>	<b>Signature</b>			
		<b>Date Approved</b>			
4.	<b>Senior Business Officer, Board of Education</b>	<b>Signature</b>			
		<b>Date Approved</b>			
5.	<b>President, Board of Education</b>	<b>Signature</b>			
		<b>Date Approved</b>			





**Board Office Use: Legislative File Info.**

File ID Number	16- 1654
Introduction Date	8-10-2016
Enactment Number	16-1295
Enactment Date	8/10/16



OAKLAND UNIFIED  
SCHOOL DISTRICT

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
By: Vernon Hal, Senior Business Officer  
Joe Dominguez, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** August 10, 2016

**Subject** Agreement for Architectural Services -Verde Design - Bret Harte Middle School Field Project

**Action Requested** Ratification by the Board of Education of an Agreement for Architectural Services between the District and Verde Design, Santa Clara, CA., for the later to provide Architect of Record Services to the Bret Harte Turf Installation Including Project start-up, Program Validation, Concept Design, Design Development, Bidding Assistance, in conjunction with the Bret Harte Middle School Field Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 23, 2016 and concluding no later than January 1, 2018, in an amount not-to exceed \$82,700.00.

**Discussion** Oakland Unified School District is planning to install a synthetic turf field within the existing bituminous play area at Bret Harte Middle School. Verde Design will provide the Architect of Record and design services.

**LBP (Local Business Participation Percentage)** 50.00%

**Procurement Method** Professional Services Agreement - Formal - Advertised RFP / Awarded to entity following OUSD competitive solicitation process.

**Recommendation** Ratification by the Board of Education of an Agreement for Architectural Services between the District and Verde Design, Santa Clara, CA., for the later to provide Architect of Record Services to the Bret Harte Turf Installation Including Project start-up, Program Validation, Concept Design, Design Development, Bidding Assistance, in conjunction with the Bret Harte Middle School Field Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 23, 2016 and concluding no later than January 1, 2018, in an amount not-to exceed \$82,700.00.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

- Agreement for Architectural Services including scope of work
- Certificate of Insurance
- Consultant Proposal





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

**Legislative File ID No.** 16-1654

**Department:** Facilities

**Vendor Name:** Verde Design

**Project Name:** Bret Harte Middle School Turf Field Project **Project No.:** 16100

**Contract Term:** Intended Start: 6-23-2016 Intended End: 1-1-2018

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$ 82,700.00

**Approved by:** Tadashi Nakadegawa

**Is Vendor a local Oakland Business or have they met the requirements of the**

**Local Business Policy?** Yes  No

**How was this Vendor selected?**

Verde Design was selected from an RFP for projects under \$5M. They also have extensive experience with designing sport fields.

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

Scope of services includes programming and concept design, design development, construction documentation, bidding assistance, construction administration and project closeout for the Bret Harte Turf Field Installation

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

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** If the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3)  **Not Applicable - no exception - Project was competitively bid**

# Agreement for Architectural Services

BY AND BETWEEN  
OAKLAND UNIFIED SCHOOL DISTRICT  
AND

## Verde Design

This Agreement for Architectural Services is made as of the 14<sup>th</sup> day of June, 2016, between the **Oakland Unified School District**, a California public school district ("District"), and **Verde Design** (Individually a "Party" and collectively the "Parties"), for the following project ("Project"):

**Bret Harte Middle School, Oakland, CA 94610.**

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

### 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-Built")**: 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-Built, 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.

### **Completion of Services**

- 2.4. 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. **Commencing June 23, 2016 and concluding no later than January 1, 2018.**

## **Article 3. Compensation and Value of Agreement**

- 3.1. 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 **Eight-two thousand, seven hundred dollars and no cents (\$82,700.00).**
- 3.2. Architect shall notify District if District requested services or reimbursables will exceed the \_\_\_\_\_ NA \_\_\_\_\_ 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.
- 3.3. 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.
- 3.4. **Expenses.** District shall not be liable to Architect for any costs or expenses paid or incurred by Architect in performing Services for District.

## **Article 4. Ownership of Data**

- 4.1. 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.

- 4.2. 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.
- 4.3. 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.
- 4.4. 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.
- 4.5. 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:
  - 4.5.1. One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 4.5.2. One set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
  - 4.5.3. 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.
  - 4.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data, and reports prepared by the Architect under this Agreement.
- 4.6. 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 5. Termination of Contract**

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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 6. Indemnity/Architect Liability**

- 6.1. 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 7. Mandatory Mediation for Claims**

- 7.1. 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 (10<sup>th</sup>) day after termination of the Mediation, unless otherwise agreed to by the Parties.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. 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.
- 7.7. 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 8. 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 9. Responsibilities of the District**

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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 10. Liability of District**

- 10.1. 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.
- 10.2. 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 11. Nondiscrimination**

- 11.1. 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.
- 11.2. Architect shall comply with any and all applicable regulations and laws governing

nondiscrimination in employment.

**Article 12. Insurance**

12.1. 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.

**12.1.1. 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.)

**12.1.2. 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.

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

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	\$ 1,000,000
Each Occurrence	\$ 1,000,000
General Aggregate	
<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

12.2. **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:

12.2.1. 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."



12.2.2. 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.

12.2.3. 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.

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

12.3. **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 13. 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 14. 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 15. 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 16. Law/Venue**

16.1. 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.

- 16.2. 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 17. Alternative Dispute Resolution**

### **17.1. Architect's Invoices**

17.1.1. 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").

17.1.2. 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.

17.1.3. 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.

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

17.2.1. **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.

17.2.2. **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.

17.2.3. **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.

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

## **Article 18. 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.

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#### **Article 19. Employment Status**

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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).
- 19.5. 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.
- 19.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

#### **Article 20. Warranty and Certification of Architect**

- 20.1. 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.
- 20.2. 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.

- 20.3. 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 21. Cost Disclosure - Documents And Written Reports**

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over Five Thousand Dollars (\$5,000).

#### **Article 22. Notices & Communications**

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

**District:**

Oakland Unified School District  
955 High Street  
Oakland, CA 94601

**Attn: Tadashi Nakadegawa  
(510)-535-7038**

**Architect:**

Verde Design  
2455 The Alameda, Ste. 200  
Santa Clara, CA 95050

**Attn: Mr. Tony Wood  
(408) -985-7200**

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 23. 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 24. District's Right to Audit**

- 24.1. 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.

- 24.2. 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.
- 24.3. 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.
- 24.4. 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.
- 24.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 24.6. 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 25. 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.org](http://www.ousd.org), under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

#### **Article 26. Other Provisions**

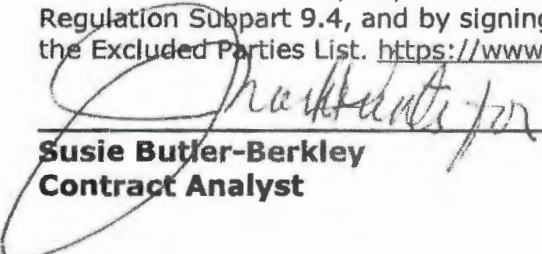
- 26.1. Neither the District's review of, approval of, nor payment for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to 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.
- 26.2. 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.
- 26.3. 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.

26.4. **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>

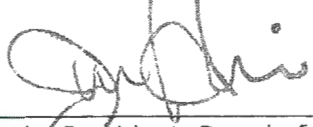



\_\_\_\_\_  
**Susie Butler-Berkley**  
**Contract Analyst**

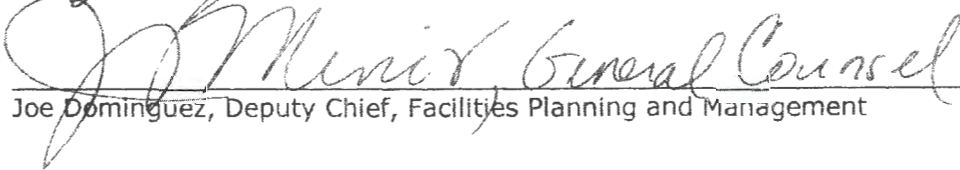
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**ACCEPTED AND AGREED** on the date indicated below:

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
James Harris, President, Board of Education 8/11/16 Date

  
\_\_\_\_\_  
Antwan Wilson, Superintendent & Secretary, Board of Education 8/11/16 Date

  
\_\_\_\_\_  
Joe Dominguez, Deputy Chief, Facilities Planning and Management 6/24/16 Date

**ARCHITECT**

  
\_\_\_\_\_  
By: DEVIN CONWAY 6/15/16 Date  
Its: PRINCIPAL

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
OUSD Facilities Legal Counsel 6-21-16 Date

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Architect's entire Proposal is not made part of this Agreement. **[IF ARCHITECT PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]**





VERDE DESIGN

May 20, 2016

Oakland Unified School District  
c/o Mikey Barairo  
SGI Construction Management  
955 High Street  
Oakland, CA 94604  
Delivered via Electronic Mail

2455 The Alameda, Suite 200  
Santa Clara, CA 95050  
t 408.985.7200 f 408.985.7260  
www.verdedesigninc.com

## EXHIBIT A

**SUBJECT:** Oakland USD – Brett Harte MS Synthetic Turf Field  
Verde Design Project No.: 1604300

Dear Maria:

Thank you for allowing Verde Design to provide a proposal for the above referenced project. This proposal shall remain valid for a period of ninety (90) days.

### **PROJECT UNDERSTANDING:**

Oakland Unified School District ("District") has identified the desire to install a synthetic turf field within the existing bituminous play area at Brett Harte Middle School with an anticipated construction budget of \$1.3 million dollars.

We understand that the project will utilize a design/bid/build delivery method and will be submitted to DSA for accessibility review only.

The anticipated project schedule is as follows:

Design: Winter-Spring 2016  
DSA submittal: Summer 2016  
Bidding: Winter 2017  
Construction: Summer 2017

As requested by the District, included in our proposal are optional line item fees for topographic surveying (as well as underground location services prior to site surveying) and geotechnical investigative design services. Please note that the geotechnical engineering services are limited to the site assessment, evaluation, and recommendations for the planned project improvements. The scope for construction testing, testing, and special inspections are not included in this proposal (as our geotechnical consultant cannot provide these services), and we are asking the District to contract independently for these services.

The project scope will include the review of the existing site accessibility to and from the fields from the school campus and the nearest parking. We will assess and provide finding on what may trigger DSA accessibility comment and recommendations. Included in the proposal is time to attend a pre-design meeting with DSA to discuss the project scope and adjacency impacts in terms of accessibility code upgrades. Design elements of accessibility improvements that would be required by DSA are included in this proposal, provided that they are not within the public right-of-way, they are not within building footprints (i.e. restroom upgrades) or are structural elements. Access improvements within the immediate field area and path of travel to the nearest door entry is included in within our proposed fee and scope of services.

The program validation will culminate in a preliminary design plan for the field area as well as an initial construction budget. Once the project construction budget has been aligned with the desired improvements, we will move into detailed design and construction documentation. Bidding and construction administration services are not included in this proposal, and will be provided under a separate proposal.

## **SCOPE OF SERVICES**

Verde Design proposes providing the following services in accordance with the above stated project understanding.

### **A. Project Start-up / Program Validation / Concept Design**

1. Attend one (1) project kick off meeting with the District and confirm project programmatic information.
2. If optional service is accepted, provide a topographic survey in digital AutoCAD format and input information into computer system. Otherwise, coordinate with District to receive CAD survey.
3. Complete on-site walk of the project site to complete a visual inventory of information compared to the provided topographic survey.
4. Receive any relevant as-built documents available from the District.
5. If optional service is accepted, provide the geotechnical engineering investigative work for the applicable project areas. Otherwise, coordinate with District to receive required report and design information from District's geotechnical engineer.
6. Prepare and set the electronic base for developing the proposed improvements.
7. Attend and facilitate one (1) project meeting with the District to review the initial field conceptual design and construction cost budget. The purpose of the meeting is to review collected utility information, geotechnical findings and how they relate to the field areas as developed by Verde Design.
8. Refine the conceptual design based on the input received at meeting with District.
9. Develop two dimensional colored design plans for the project site.
10. Attend up to six (6) community / site meetings to present and discuss the project.
11. Submit electronic copies of Final Conceptual Design and aligned Construction Cost Budget to the District for review and approval to proceed to Design Development.

### **B. Design Development**

1. Develop systems design for the project improvements. Documentation will be at an approximate 50% Construction Documentation level. Improvements to include the following systems:
  - a. Demolition
  - b. Grading
  - c. Drainage / Utilities
  - d. Material / Layout
  - e. Planting / Irrigation
  - f. Preliminary Construction Details
  - g. Preliminary Construction Cost Statement
2. Internal redlining and quality control
3. Submittal preparation and coordination. Submittal will be made electronically to the District.

4. Attend one (1) Meeting with District staff to review DD package and receive comments and direction to proceed into full Construction Documentation.

**C. Construction Documentation**

1. Develop a CD submittal package to a 95% level. 95% CD submittal package will have the following documents:
  - a. Cover Sheet
  - b. Existing Conditions Plan
  - c. Accessibility Plan
  - d. Erosion and Sedimentation Control Plan
  - e. Demolition Plan
  - f. Grading Plan
  - g. Drainage / Utility Plan
  - h. Layout Plan
  - i. Materials Plan
  - j. Construction Details
  - k. Technical Specifications (in CSI format)
  - l. Statement of Probable Construction Costs
2. Internal redlining and quality control
3. Submittal preparation and coordination. Submittal will be submitted electronically to the District and three (3) hard copies to DSA.
4. Attend one (1) meeting with the District to review the 95% CD submittal package. Receive comments and authorization to finalize the set.
5. 100% / DSA back check submittal package. Upon receiving comments from DSA and the District, we will finalize our construction documents for DSA approval, attend back check appointments at DSA to receive project approval, and upon receipt of scanned approved documents from DSA, deliver the approved package electronically to the District for advertisement and bidding purposes.

**CLIENTS RESPONSIBILITIES**

In order to complete the items described in Scope of Services above, we respectfully request that the District to provide the following information:

**Project and Site Information**

1. District standard front end specifications, including General, Special and Supplementary conditions.
2. Any District standards for materials, construction detailing, etc.
3. As-built drawings and CAD (preferred) backgrounds for the existing conditions.
4. Programmatic information known for the desired project improvements (to be obtained during project kick-off meeting)
5. Project specific topographic surveys and geotechnical investigative reports for each project site (unless optional services are accepted)

**SPECIAL PROVISIONS**

Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically not included in the Scope of Services:

1. Meetings other than those listed.
2. 3-D Renderings & Fly Thru Models (can be provided as an add service if desired)



3. Project design documentation or costing in addition to the scope identified above
- ~~4. Fencing improvements at this time~~
5. Architecture design services
6. Acoustical, Electrical, M/E/P, and Structural Engineering, including any structural retaining wall evaluation or remediation
7. CEQA, Environmental, or other impact statement documents.
8. Any permit or application fees required for this project
9. Coordination with public agencies, other than DSA
10. Right-of-way design work.
11. QSD / QSP responsibilities.
12. Booster or Hydraulic Lift Pump System design
13. Construction related geotechnical testing and field inspection work
14. Bidding Assistance and Construction Administration

Services will be diligently pursued and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Consultant; including but not limited to: strikes, lockouts, labor disputes, or the inability of Client, their consultants, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Consultant shall be held harmless from any and all claims arising out of such delay.

#### PROFESSIONAL COMPENSATION

Verde Design respectfully presents the following lump sum fee that is broken down by the following fee schedule, and these fees overall are based on the anticipated work effort that will be required to successfully complete the outlined Scope of Services.

<b>Project Phase</b>	<b>Fee Amount</b>
Project Start-up / Program Validation / Concept Design:	\$ 35,300
Design Development:	\$ 17,900
<u>Construction Documentation:</u>	<u>\$ 29,500</u>
<b>Design Fee Subtotal:</b>	<b>\$ 82,700</b>

Included in the above fees are the topographic surveying (PLS Surveys) and geotechnical engineering (Terraphase Engineering) work, which are included in the Project Start-up / Program Validation / Concept Design phase.

The above fees includes all reasonable reimbursable expenses that are outlined to be included in the project scope and the provided products. Additional requested reimbursable expenses will be entitled to bill reimbursable expenses as noted on the attached Charge Rate Schedule. Fees for services outside the scope shown in this proposal will be in addition to the direct labor costs. These may be completed on a time and material basis or negotiated fixed fee at the choice of District.

The fees noted above are based on the project schedule contained in the proposal. Should the client delay the project beyond the agreed upon schedule to a level that puts the project on hold longer than 30 consecutive days, a project re-start fee may apply. This fee will be determined at that point based on the amount of downtime and additional work required to reactivate and reschedule work and staff.

**CHANGE IN SERVICES**

Client may order changes in scope or character of service, either decreasing or increasing the amount of Consultant's services, and if necessary, changing the character of services. In the event that such changes are ordered, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

**TERMINATION OF AGREEMENT**

This agreement may be terminated by either party at any point with ten (10) days written notice to the other party in the event of substantial failure of performance, or if the client should deem it necessary or desirable to indefinitely suspend the project.

In the event the project is terminated or indefinitely suspended in the manner herein provided, the Landscape Architect shall turn over copies of any and all documents completed to that date. The Landscape Architect shall be entitled to compensation up to and including said termination date. Original work shall remain the property of Verde Design.

**BILLINGS AND PAYMENT**

Invoices will be sent by the 10th of the month for work completed through the 25th of the previous month. Any additional services will be billed separate from contracted services.

Mikey, if this proposal meets with your approval, please issue a purchase order that reflects the contents of this proposal. We are excited to continue working with the Oakland Unified School District and really value our positive relationship.

Respectfully Submitted,  
Verde Design, Inc.



Devin Conway, PE  
Principal

Enclosure: Current Charge Rate Schedule

cc: Hector DeLeon, SGI Construction Management  
Verde Design Distribution



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Bret Harte Middle School Turf Field Project	<b>Site</b>	206
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### 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
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### Contractor Information

<b>Contractor Name</b>	Verde Design, Inc.	<b>Agency's Contact</b>	Devin Conway		
<b>OUSD Vendor ID #</b>	V05947	<b>Title</b>	Project Manager		
<b>Street Address</b>	2455 The Alameda, Suite 200	<b>City</b>	Santa Clara	<b>State</b>	CA
<b>Telephone</b>	408-985-7200	<b>Policy Expires</b>	<b>Zip</b>	95050	
<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>	16100				

### Term

<b>Date Work Will Begin</b>	5-10-2018	<b>Date Work Will End By</b> <small>(not more than 5 years from start date)</small>	12-31-2018
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### Compensation

<b>Total Contract Amount</b>	\$ 121,000.00	<b>Total Contract Not To Exceed</b>	\$127,950.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Changed Amount</b>	\$6,850.00
<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.*

Resource #	Funding Source	Org Key	Object Code	Amount
9799	Fund 21, Measure B	2069901891	6215	\$6,850.00

### 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>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Director, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	4/24/18		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	4/30/18		
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	4-27-18		
4.	<b>Senior Business Officer, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			

RECEIVED APR 27 2018