

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	20-0094
Introduction Date	2-12-2020
Enactment Number	20-0195
Enactment Date	2/12/2020 If



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management

**Board Meeting Date** February 12, 2020

**Subject** Amendment No. 1, of an Agreement for Architectural Services for the Castlemont High School Field & Bleachers Project to Murakami/ Nelson Architectural Corporation

**Action Requested** Approval by the Board of Education of Amendment No. 1, of an Agreement for Architectural Services between the District and Murakami/Nelson Architectural Corporation, Oakland CA, for the latter to provide the following amended services: Reduce initial 2000 seat grandstand to 1500 and adjust documents to reflect change. Also respond to regulatory review on the Greenhouse location with accessible parking, path of travel, DSA, and Fire Marshall. Address bleacher supplier with replacement, for Castlemont High School Field Project, in an additional amount of \$120,500.00, which includes a contingency fee of \$11,240.00 increasing Agreement not to exceed amount from \$744,000.00 to \$864,500.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension to commence on December 31, 2020 and schedule to last until December 31, 2021, pursuant to the Amendment. The revised term end date is December 31, 2021.

**Discussion** The scope of work is to reduce initial 2000 seat grandstand to 1500 and adjust documents to reflect change. Also respond to regulatory review on the Greenhouse location with accessible parking, path of travel, DSA, and Fire Marshall. Address bleacher supplier with replacement, for Castlemont High School Field Project. Also time extension for additional 365 days.

**LBP** (Local business participation percentage) 87.0%

**Recommendation** Approval by the Board of Education of Amendment No. 1, of an Agreement for Architectural Services between the District and Murakami/Nelson Architectural Corporation, Oakland CA, for the latter to provide the following amended services: Reduce initial 2000 seat grandstand to 1500 and adjust documents to reflect change. Also respond to regulatory review on the Greenhouse location with accessible parking, path of travel, DSA, and Fire Marshall. Address bleacher supplier with replacement, for Castlemont High School Field Project, in an additional amount of \$120,500.00, which includes a contingency fee of \$11,240.00 increasing Agreement not to exceed amount from \$744,000.00 to \$864,500.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension to commence on December 31,



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

2020 and schedule to last until December 31, 2021, pursuant to the Amendment.  
The revised term end date is December 31, 2021.

**Fiscal Impact**

Fund 21, Measure J

**Attachments**

- Amendment No. 1
- Proposal
- Insurance Certificate

## AMENDMENT NO. 1

### AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and Murakami/Nelson Architectural Corporation OUSD entered into an agreement with CONTRACTOR for services on **October 25, 2018** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Castlemont High School Field and Bleachers Project** as follows:

1.	<b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> 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.</p> <p>The CONTRACTOR agrees to provide the following amended services: Reduce initial 2000 seat grandstand to 1500 and adjust documents to reflect change. Also respond to regulatory review on the Greenhouse location with accessible parking, path of travel, DSA, and Fire Marshall. Address bleacher supplier with replacement. In an additional amount of \$120,500.00, which includes a contingency fee of \$11,240.00.</p>			
2.	<b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional <u>Twelve months (12)</u>, and the amended expiration date is <u>December 31, 2021</u>.</p>			
3.	<b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The not to exceed contract price is</p> <p style="margin-left: 40px;"> <input checked="" type="checkbox"/> Increased by: <u>One Hundred Twenty Thousand, Five Hundred dollars, (\$120,500.00 with an \$11,240.00 contingency)</u>.                 </p> <p style="margin-left: 40px;"> <input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).                 </p> <p>Prior to this amendment, the not to exceed contract price was <u>Seven Hundred Forty-Four Thousand Dollars (\$744,000.00)</u>, and after this amendment, the not to exceed contract price will be: <u>Eight Hundred Sixty-Four Thousand, Five Hundred dollars and no/100 (\$864,500.00)</u>.</p>			

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

5. **Amendment History:**


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

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


6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Amendment No. 1 – Murakami/Nelson Architectural Corporation – Castlemont High School Field & Bleachers Project

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
Jody London, President,  
Board of Education

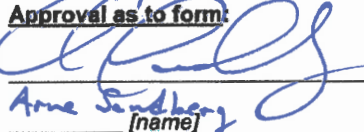
2/13/2020  
Date

  
Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education

2/13/2020  
Date

  
Tadashi Nakakegawa, Interim Deputy Chief,  
Facilities Planning and Management

1/14/20  
Date

**Approval as to form:**  
  
Arne Sundberg  
[name]  
General Counsel, Facilities, Planning and Management

1/16/20  
Date

**CONTRACTOR**

 1/14/20  
Contractor Signature Date

Jody S. Nelson  
Print Name, Title

**EXHIBIT "A"**  
**Scope of Work for Amendment**

**Contractor Name: Murakami/Nelson**

Detailed Description of Services to be provided: Reduce initial 2000 seat grandstand to 1500 and adjust documents to reflect change. Also respond to regulatory review on the Greenhouse location with accessible parking, path of travel, DSA, and Fire Marshall. Address bleacher supplier with replacement. In an additional amount of \$120,500.00, which includes a contingency fee of \$11,240.00.

2. Specific Outcomes:

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 checked="" 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

January 13, 2020

Al Anderson  
Senior Project Manager  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

Re: Castlemont High School  
Reduced Scope – Grandstand Seating 1,500  
Revised Proposal

Dear Mr. Anderson,

The School District has decided to reduce the scope of the Castlemont HS Grandstand and Field Project to control costs and also has requested murakami/Nelson to change grandstand manufacturers. Based upon my discussions with you the following describes the changes to the project and the impacts to the services we are providing.

**ADDITIONAL BASE SERVICES**

- **Redesign the Grandstands to have 1,500 seats**

In an effort to reduce construction cost of the project the School District has decided to reduce the seating capacity of the Grandstands to approximately 1,500. The number of accessible seats will be reduced in proportion to the overall seat count. The number of stairs and ramps will remain the same. The Pressbox will remain 240 square feet and will be integrated into the grandstand.

Our geotechnical consultant does not believe we need to re-submit the project to CGS; however, we will inform them of the reduction in size so that the project they reviewed will be the same as the one submitted to DSA. We will consider installing AC paving under the grandstand instead of a concrete slab. This will eliminate the need to over-excavate the site. We are assuming that the changes will not trigger stormwater treatment measures. Should that not be the case we will request additional services to prepare documents for that purpose.

Reducing the seating capacity to 1,500 seats will shorten the length of the bleachers to approximately 210 feet. This means that the plazas between the grandstand and restrooms will become substantially larger. Keller Mitchell, BKF, BWF and murakami/Nelson will redesign the plazas for the increased area.

- **Replace the Grandstand Manufacturer**

The School District has also requested murakami/Nelson to terminate our contract with Dant Clayton and negotiate a new contract with Southern Bleacher. We will close out our contract with Dant Clayton and pay them for their completed work. We will enter into a new contract with Southern Bleacher. Their scope will include visiting the site, discussing the project with the design team, preparing schematic documents, 95% construction documents and final construction documents. They will advise the cost estimator of the likely cost of the grandstand, pressbox and foundation at the schematic and 95% phases. Southern Bleacher will provide generic plans and specifications so that the grandstand can be potentially bid by other bleacher manufacturers. They will retain their own

structural engineer who will design the grandstand, pressbox and foundations. They will prepare drawings, specifications and calculations, coordinate with the design team and respond to DSA review comments.

Langan will consult with Southern Bleacher on the design of the foundations for the new grandstand and will review the foundation design and construction documents. They will prepare a letter noting the changes to the previously reviewed grandstands for CGS's information.

The fence and gates enclosing the underside of the grandstands will no longer be attached to the bleachers, but will be a freestanding element designed and detailed by murakami/Nelson.

The surfacing under the grandstand will no longer be part of the foundation system, but will be designed by BKF as an independent element and coordinated with Southern Bleacher. The surfacing will either be concrete or asphalt.

- **City Fire Marshall Meeting**  
murakami/Nelson will meet again with the City Fire Marshall to review the impact of the new smaller grandstand and confirm the proposed dry standpipe and fire hydrant layouts meet the city's expectations.
- **DSA Meeting**  
murakami/Nelson will meet again with DSA to review the impact of the new smaller grandstand, DSA's submittal requirements for the grandstand structure, the need for an accessible path around the track / hardship application and the change in grandstand manufacturers.
- **Additional DSA or Fire Marshall Requirements**  
Additional requirements by DSA or the Oakland Fire Marshall are not anticipated; however, they may occur. Depending on the extent of the requirements, incorporating those measures may require additional services, for example providing an access path around the east and north sides of the track.
- **School District Meetings**  
murakami/Nelson will meet twice with School District staff during the new schematic design phase and once during the construction document phase to review and discuss the project.
- **Comcast WIFI at the Existing Restrooms**  
The Comcast WIFI equipment will be left in place. We are not planning to have internet access at the pressbox; however, the Comcast equipment may be able to be used for that purpose.
- **Fire Alarm System at the Existing Restrooms, Grandstands and Pressbox**  
Based upon the initial Pre-Application Meeting with DSA we will not be extending or providing a new fire alarm system for the Restrooms, Grandstand or Pressbox.
- **SWPPP/NPDES Compliance**  
BKF's interpretation of the water quality regulations is that since the area of disturbance for the reduced size grandstand is less than 10,000 s.f. bio-swales or other water retention/diversion

measures will not be required. *(Design of SWPPP/NPDES compliance measures will be an additional service.)*

- **Lead Paint Abatement**

OUSD will retain a consultant to provide lead paint abatement specifications for the project and to determine the amount of abatement required. We understand that loose paint on the grandstand framing must be removed by an abatement subcontractor hired by the general contractor. After the abatement the grandstand will then be deconstructed and the remainder of lead paint coated metal will be disposed of as construction waste. We will include a construction allowance of \$50-65,000 for lead paint abatement.

- **Storage Containers**

As part of this contract two existing storage containers will be relocated from under the grandstand to the north end of the track.

- **2019 California Building Code**

Because the final construction documents will be submitted to DSA after January 1, 2020 the project will be designed in compliance with the 2019 California Building Code. We will re-evaluate code compliance for the project based upon the new CBC. We and our consultants will update the Green Building Code Checklist and Title 24 forms, including the Title 24 lighting forms.

- **DSA Hardship Application for Pathway around Track**

The school district is requesting murakami/Nelson to file a DSA Hardship Application for an accessible four foot wide pathway around the north and east sides of the track. To complete the hardship application we will prepare a concept site plan, provide a description of the work (demolition, retaining wall/footings, backfill, paving, guardrail, fence, gates, signage, striping, etc.), prepare a ROM estimate for the access work, compare that cost to the construction cost of the project and discuss the need for the access path with DSA. If DSA insists on having the pathway, then we will prepare construction documents and provide construction administration services. (see below)

- **Design of Pathway Around Track**

As an **Additional Service**, murakami/Nelson and our team can design a 400 foot long paved accessible pathway around the north and east sides of the track. The grade differential around this side of the track varies from 0 to 3 feet. Constructing the pathway will require demolition of the existing asphalt slope and pavement, excavation for retaining wall footings, retaining wall drainage, concrete retaining wall, backfill, paving, modifications to existing fencing and curbs, guardrail installation, signage and striping. Providing these services will involve architectural, structural, civil, geotechnical and cost estimating consultants. The services include design, construction documents, DSA review and construction administration.

#### **DE-SCOPED ITEMS**

- **Electrical improvements to the existing Scoreboard**

No improvements will be made to the scoreboard, conduit or wiring serving the scoreboard.

- **Relay Race Baton Passing Zones**

Baton passing zones for relay races will not be highlighted with colored paint.



- **Shotput Area**  
The shotput area will not be resurfaced with artificial turf and pad. Instead the existing surface will be supplemented with additional decomposed granite (DG) and re-graded. A four foot high chain link fence will be added to separate the throwing area from the track.
- **Goal Posts**  
The existing goal posts will be reinstalled without a new powder coating.
- **Low Voltage System / Internet**  
Neither low voltage nor internet connections will be brought to the pressbox.

#### **ADDITIVE ALTERNATES**

- **Design site lighting, landscaping, irrigation and site furnishings**  
To increase security and to improve the event experience for the public lighting will be added under the bleachers, at the rear of the bleachers and at the plazas. A simple food concessions area will be added to the rear of the existing restroom at the south side of the grandstand. Additionally, limited landscaping, irrigation and site furnishings will be added to the larger plazas created by the reduced grandstand. These features will be designated **Additive Alternate No. 1**.
- **Select and design new plumbing fixtures , accessories and partitions at the existing restrooms**  
Plumbing fixtures, accessories and partitions in the existing restrooms will be replaced "in-kind". This work will be designated **Additive Alternate No. 2**. *(Note: According to the IR A-22 replacing plumbing fixtures requires DSA Access review. Since this may trigger additional access work we will clarify that interpretation with DSA at the additional Pre-Application Meeting.)* If DSA requires access work beyond replacing the fixtures and accessories, then that will be an additional service. *(Be aware that a non-compliant ramp and entry door provides access to the restrooms. Modifying those features would require demolishing concrete block walls at the entry, rebuilding those walls, reframing a portion of the roof, installing a larger door and re-grading the area around the restrooms. That work should be considered a hardship.)*

The new plumbing fixtures and accessories will be selected and installed in compliance with the 2019 CBC. We will re-plumb the trough urinals for four individual urinals in each restroom building. We are not planning to re-plumb any other fixtures although carriers for toilets and lavatories may need to be replaced.

A new Schematic design incorporating the above scope changes and a new cost estimate will be submitted to OUSD for your review. We will meet with OUSD to discuss your comments, to confirm compliance with the budget and to adjust the scope if necessary. The scope changes will also require additional services during the construction document and construction administration phases. That work includes replacing plumbing fixtures and accessories; designing fencing and gates under the grandstand; designing larger plazas for the Base Project, etc.

Our request for additional fee, based upon the above understanding, is as follows:

<b>murakami/Nelson, 2019 Code compliance; Coordination; Site Plan; Fencing &amp; Gates;</b>	65,800
Restroom - partitions & accessories; Access Pathway concept, DSA and Fire Marshall Meetings, etc.	
<b>Southern Bleacher, Grandstand with seating for 1,500; integrated pressbox, foundations</b>	<b>*24,200</b>
<b>Degenkolb, delete grandstand foundation design / add fence post anchorage</b>	<b>** (8,000)</b>
<b>Langan, Provide consulting for new foundations</b>	2,800
<b>Keller Mitchell, Revise Site Plan; Add landscaping, site furnishings</b>	7,960
<b>BWF, Revise Site Plan, site lighting; Update T-24 lighting forms</b>	3,500
<b>BKF, Revise Demolition, Grading &amp; Utilities Plans</b>	7,500
<b>H&amp;M Mechanical, Plumbing fixtures, plumbing at existing restrooms</b>	4,000
<b>Mack5</b>	<b>***1,500</b>
<b>Fee Request</b>	<b>\$109,260</b>
<b>Owner's Contingency</b>	<b>\$11,240</b>
<b>TOTAL COST REQUEST</b>	<b>\$120,500</b>

- \* *Southern Bleacher's fee will not be billed until after DSA approves the grandstand design and is included in the \$800,000 Grandstand cost they provided*
- \*\* *Degenkolb's fee is reduced as a result of Southern Bleacher providing the foundation design*
- \*\*\* *Mack5's fee for the September 4<sup>th</sup> Supplementary Cost Estimate and the additional Schematic Cost Estimate will be offset by not providing a DD Cost Estimate. They will need an additional \$1,500 for the hardship cost estimate for DSA.*

**Exclusions**

- Preparing design and construction documents for an accessible pathway around the track
- Designing improvements to the existing restrooms other than replacing plumbing fixtures and accessories.
- Designing storm water mitigation

**Schedule**

On December 18, 2019 I received an informal Notice to Proceed (NTP) for the revisions to the Castlemont Field, Track and Grandstand project. Based upon that notice I negotiated a contract with Southern Bleacher Company and authorized them to begin laying out the new grandstand. On January 6<sup>th</sup> 2020 I learned that a formal amendment to our contract will be required and the soonest the amendment can be placed on the School Board's Agenda would be February 12<sup>th</sup>. In light of this latest information I will have Southern complete their initial layout of the grandstand, but will do no further design work until the contract amendment has been approved by the School Board.

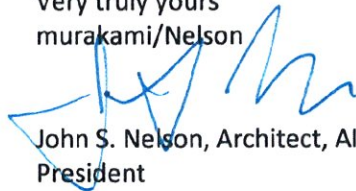
Once the contract amendment is approved it will take approximately 4 weeks to prepare the new Schematic Design drawings. (That includes 2 weeks for Southern Bleacher to complete the schematic layout for the 1,500 seat grandstand and 2 weeks after that for the team to update the architectural, civil, electrical and landscape site plans. During the same 4 week period the team will prepare schematic design documents for the new work.) It will take another 2 weeks to prepare the Schematic Estimate, for a total of 6 weeks. At that point we will meet with the School District to review the schematic submittal and confirm the scope of the work and

budget. Once the scope is confirmed we will meet with DSA and the City of Oakland Fire Marshall to review the revised project.

Once we have DSA's and the Fire Marshall's input and the District's review comments it will take us approximately 4 weeks to complete the 95% drawings and specifications and another two weeks to complete the 95% Estimate. After we receive the District's comments on the 95% Submittal we will need another 3-4 weeks to submit the documents to DSA for their review.

Let me know if you have any questions about our fee request or the schedule.

Very truly yours  
murakami/Nelson



John S. Nelson, Architect, AIA, LEED AP  
President

CC: Accounting  
File



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/13/2019

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).


<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 510-465-3090      FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: certificates@dealeyrenton.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Murakami/Nelson Architectural Corp. 100 Filbert Street Oakland CA 94607	<b>INSURER A:</b> Sentinel Insurance Company      NAIC # 11000	
	<b>INSURER B:</b> LIBERTY INSURANCE UNDERWRITERS INC      19917	
	<b>INSURER C:</b> HARTFORD INSURANCE COMPANY      38288	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 918526662      **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 WVP	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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	57SBWBG8743	8/18/2019	8/18/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57SBWBG8743	8/18/2019	8/18/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	57SBWBG8743	8/18/2019	8/18/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WEGGC7737	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			AEXNYAB0B0C004	9/22/2019	9/22/2021	\$2,000,000 \$2,000,000      per claim annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Oakland Unified School District, its directors, officers, employees, agents, and representatives and the State and their agents, representatives, employees, trustees, officers, consultants and volunteers are additional insureds for General and Non Owned & Hired Auto Liability per policy form wording. 30 days notice of cancellation provisions apply per policy form wording.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 955 High Street Oakland CA 94601-4404	<b>CANCELLATION 30 Days Notice of 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 



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
<b>Project Name</b>	Castlemont High School Field & Bleachers Project	<b>Site</b>	301
Basic Directions			
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
<b>Contractor Name</b>	Murakami/Nelson Architectural Corp.	<b>Agency's Contact</b>	John Nelson				
<b>OUSD Vendor ID #</b>	002960	<b>Title</b>	President				
<b>Street Address</b>	100 Filbert Street	<b>City</b>	Oakland	<b>State</b>	CA	<b>Zip</b>	94607
<b>Telephone</b>	510-444-7959	<b>Policy Expires</b>					
<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>	17115						

Term of Original/Amended Contract			
<b>Date Work Will Begin (i.e., effective date of contract)</b>	10-25-2018	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	12-31-2020
		<b>New Date of Contract End (If Any)</b>	12-31-2021

Compensation/Revised Compensation			
<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$744,000.00
<b>Pay Rate Per Hour (if Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$ 120,500.00
<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
9650/9739	Measure J	210-9650-0-9739-8500-6215-301-9180-9905-9999-99999	6215	\$120,500.00

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>Acting Director, Facilities Planning and Management</b>	<b>Signature</b>	<b>Date Approved</b>	1/14/2020
2.	<b>General Counsel, Department of Facilities Planning and Management</b>	<b>Signature</b>	<b>Date Approved</b>	1/16/20
3.	<b>Interim Deputy Chief, Facilities Planning and Management</b>	<b>Signature</b>	<b>Date Approved</b>	1/14/20
4.	<b>Chief Financial Officer</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	18- 2098
Introduction Date	10-24-2018
Enactment Number	18-1625
Enactment Date	10/24/18 os



# 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** October 24, 2018

**Subject** Agreement for Professional Services - murakami/Nelson - Castlemont High School Field & Bleachers Project

**Action Requested** Approval by the Board of Education of an Agreement for Professional Services between the District and murakami/Nelson, Oakland, CA, for the latter to provide design services to replace the bleachers, track & field restrooms and gym bleachers, in conjunction with the Castlemont High School Field & Bleachers Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing October 25, 2018 and concluding no later than December 31, 2020, in an amount not-to exceed \$744,000.00.

**Discussion** Vendor to provide design services to replace old field and wooden bleachers.

**LBP** (Local Business Participation Percentage) 87.0%

**Recommendation** Approval by the Board of Education of an Agreement for Professional Services between the District and murakami/Nelson, Oakland, CA, for the latter to provide design services to replace the bleachers, track & field restrooms and gym bleachers, in conjunction with the Castlemont High School Field & Bleachers Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing October 25, 2018 and concluding no later than December 31, 2020, in an amount not-to exceed \$744,000.00.

**Fiscal Impact** Fund 21, Measure J

- Attachments**
- Professional Services 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:** Murakami/Nelson \_\_\_\_\_

**Project Name:** Castlemont Field and Bleacher Project      **Project No.:** 17115 \_\_\_\_\_

**Contract Term:** Intended Start: 10/24/2018      Intended End: 12/31/2020 \_\_\_\_\_

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$744,000.00 \_\_\_\_\_

**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?**

Vendor was selected in an interview process against local architects

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

The vendor will provide design services to replace the Castlemont High School bleachers, the track & field, field restrooms and gym bleachers.

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

If No, please answer the following:

1) How did you determine the price is competitive?

Compared to the competing architect's fees this vendor was the lowest



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**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**OAKLAND UNIFIED SCHOOL DISTRICT**

**WITH**

**murakami/Nelson Architectural Corporation**

**FOR**

**CASTLEMONT HIGH SCHOOL – PLAYING FIELD, ADA RESTROOM  
IMPROVEMENTS, STADIUM AND GYMNASIUM BLEACHERS**

**PROJECT #17115**

**October 24, 2018**

## TABLE OF CONTENTS

Article 1	Definitions .....	1
Article 2	Scope, Responsibilities and Services of Consultant.....	3
Article 3.	Consultant Staff.....	7
Article 4	Schedule of Services.....	8
Article 5	Construction Cost Budget .....	8
Article 6	Fee and Method of Payment .....	9
Article 7	Payment for Extra Services or Changes.....	9
Article 8	Ownership of Data .....	10
Article 9	Termination of Contract.....	11
Article 10	Indemnity / Consultant Liability .....	12
Article 11	Fingerprinting .....	13
Article 12	Responsibilities of the District.....	13
Article 13	Liability of District .....	14
Article 14	Nondiscrimination .....	14
Article 15	Insurance.....	14
Article 16	Covenant against Contingent Fees.....	14
Article 17	Entire Agreement/Modification .....	15
Article 18	Non-Assignment of Agreement.....	15
Article 19	Law, Venue .....	15
Article 20	Alternative Dispute Resolution.....	15
Article 21	Tolling of Claims .....	16
Article 22	Attorneys' Fees.....	16
Article 23	Severability .....	17
Article 24	Employment Status .....	17
Article 25	Certificate of Consultant.....	18
Article 26	Cost Disclosure - Documents and Written Reports.....	18
Article 27	Notice & Communications.....	18
Article 28	RESERVED.....	19
Article 29	District's Right to Audit.....	19
Article 30	Other Provisions.....	19
Article 31	Exhibits "A" through "F" .....	20

<b>EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF CONSULTANT</b>	<b>A-1</b>
<b>EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA SERVICES</b>	<b>B-1</b>
<b>EXHIBIT "C" – SCHEDULE OF SERVICES</b>	<b>C-1</b>
<b>EXHIBIT "D" – PAYMENT SCHEDULE</b>	<b>D-1</b>
<b>EXHIBIT "E" – INSURANCE REQUIREMENTS</b>	<b>E-1</b>
<b>EXHIBIT "F" – LOCAL, SMALL LOCAL, AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM</b>	<b>F-1</b>

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services is made as of October 24, 2018, between the Oakland Unified School District, a California public school district, ("District") and murakami/Nelson Architectural Corporation ("Consultant") (collectively "Parties"), for the following project ("Project"):

Stadium improvements shall consist of replacing the existing synthetic turf field with a new synthetic turf field, re-surfacing the existing track, replacing the existing stadium bleachers and press box, and installing accessibility improvements to the stadium restrooms, etc. as required by DSA. Gymnasium improvements shall consist of replacing the existing bleachers with a motorized bleacher, and installing minor accessibility improvements to restroom toilet accessories as required by DSA.

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

### Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or 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. **As-Built Drawings ("As-Built"):** Any document prepared and submitted by District Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
  - 1.1.3. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.4. **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 Consultant 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.
  - 1.1.5. **Construction Budget:** The total amount of funds indicated by the District for the entire Project plus all other

costs, including design, construction, administration, and financing.

- 1.1.6. **Construction Change Documents ("CCD")**: The documentation of changes to the DSA-approved construction documents.
- 1.1.7. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Consultant, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Consultant and the Sub-consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.8. **Construction Manager**: The District's representative on the Project if the District retains a construction manager, project manager, or owner's representative.
- 1.1.9. **Consultant**: The Consultant identified in the first paragraph of this Agreement, including all Sub-consultants to the Consultant. The term Consultant is defined as the Design Professional in General Responsible Charge on this Project.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **District**: The Oakland Unified School District.
- 1.1.12. **DSA**: The Division of the State Architect.
- 1.1.13. **Extra Services**: District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Consultant's Fee.
- 1.1.14. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.15. **Project**: Stadium improvements shall consist of replacing the existing synthetic turf field with a new synthetic turf field, re-surfacing the existing track, replacing the existing stadium bleachers and press box, and installing accessibility improvements to the stadium restrooms, etc. as required by DSA. Gymnasium improvements shall include re-bleacher, and installing minor accessibility improvements to restroom toilet accessories as required by DSA.

f

- 1.1.16. **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.
- 1.1.17. **Record Drawings:** A final set of drawings prepared by the Consultant that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Consultant 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.
- 1.1.19. **Sub-consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Consultant.
- 1.1.20. **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 Consultant**

- 2.1. Consultant shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Consultant's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Consultant shall provide services that are consistent with professional design standards, including the standard of care applicable to consultants designing public school facilities in the same or similar locality. Consultant shall provide services consistent with the standard of care in applying the requirements of federal, state and local law that are applicable to the project, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Consultant's scope of work may be adjusted accordingly.
- 2.4. Consultant acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements, and Consultant shall provide the design for the same, without limitation:

A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches,

man-made channels, and storm drains.

2.4.1. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations at:

2.4.1.1. Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.

2.4.1.2. Construction sites where:

2.4.1.2.1. one (1) or more acres of soil will be disturbed, or

2.4.1.2.2. the project is part of a larger common plan of development that disturbs one (1) or more acres of soil.

2.4.2. Consultant shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required, Consultant shall develop a grading and drainage plan and a site plan from design information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Consultant.

2.5. Consultant shall contract for or employ at Consultant's expense, Sub-consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Sub-consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Consultant's use of any particular Sub-consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Sub-consultant employed by the Consultant under terms of the Agreement. Consultant shall require each of the Sub-consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Consultant shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Consultant shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Consultant employs Sub-consultant(s), the Consultant shall ensure that its contract(s) with its Sub-consultant(s)



include language notifying the Sub-consultant(s) of State labor compliance, if any.

2.7. Consultant shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.7.1. If the Project is subject to DSA jurisdiction, then Consultant, and its Sub-consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms:

2.7.2.1. Form DSA IR A-6, Construction Change Document Submittal and Approval Process.

2.7.2.2. Form DSA IR A-18: Use of Construction Documents Prepared by Other Professionals.

2.7.2.3. Form DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

2.7.2.4. Form DSA PR 07-01: Pre-Check Approval Process.

2.7.2.5. Form DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.

2.7.2.6. Form DSA PR 13-01, Construction Oversight Process Procedure.

2.7.1.6.1. Each of Consultant's duties as provided in the Construction Oversight Process Procedure shall be performed timely so as not to result in any delay to the Project.

2.7.2.7. Form DSA PR 13-02, Project Certification Process.

2.8. Consultant shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.

2.9. Consultant shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Consultant shall provide code required supervision of special inspectors not provided by the Laboratory of Record.

- 2.10. Consultant shall give efficient supervision to Services, using its best skill and attention. Consultant shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Consultant or its employees may discover, in writing, with a copy to District's Project Inspector(s). Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.11. Consultant recognizes that the District may obtain the services of a Construction Manager and that Consultant may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Consultant Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Consultant's design documents. Consultant shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.
- 2.12. Consultant shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Consultant is not responsible for:
- 2.13.1. Ground contamination or hazardous material analysis.
  - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
  - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Consultant agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
  - 2.13.4. Historical significance report.

**Article 3. Consultant Staff**

- 3.1. The Consultant has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Consultant agrees that the following key people in Consultant's firm shall be associated with the Project in the following capacities:

Principal In Charge: John S. Nelson

Project Director: TBD

Project Manager(s): TBD

Project Designer(s): TBD

Other: \_\_\_\_\_

Major Sub-consultants:

Electrical: BWF Consulting Engineers

Mechanical: H&M Mechanical Group

Structural: Degenkolb Engineers

Civil: BKF Civil Engineering

Landscape Architecture: Keller Mitchell

- 3.3. Consultant shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Consultant. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Consultant shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Sub-consultant must also be designated by the Sub-consultant and are subject to all conditions stated in this paragraph.
- 3.5. Consultant represents that Consultant 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 Consultant.

- 3.6. Consultant shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

#### **Article 4. Schedule of Services**

Consultant shall commence Services under this Agreement upon receipt of a written 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 schedule in **Exhibit "C."** Consultant shall perform its services as expeditiously as is consistent with the standard of care, the orderly progress of the project and the schedule. Time is of the essence and failure of Consultant to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Consultant's or Sub-consultant(s)' reasonable control.

#### **Article 5. Construction Cost Budget**

- 5.1. Consultant hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Consultant shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Consultant.
- 5.2. Consultant shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Consultant will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Consultant shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
  - 5.3.1. Give Consultant written approval on an agreed adjustment to the Construction Cost Budget.
  - 5.3.2. Authorize Consultant to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
  - 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
  - 5.3.4. Within three (3) months' time of receipt of bids, instruct Consultant to revise the drawings and specifications (in scope

and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.

- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
  - 5.4.1. The lowest responsive base bid received is in excess of ten percent (10%) of the Construction Cost Budget; or
  - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
  - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

#### **Article 6. Fee and Method of Payment**

- 6.1. The District shall pay Consultant for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed Seven Hundred Forty-Four Thousand Dollars and No Cents (\$ 744,000.00) based on the rates set forth in **Exhibit "D."**

- 6.2. The District shall pay Consultant the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Consultant shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Consultant's error or omission.
- 6.5. The Consultant's Fee set forth in this Agreement shall be full compensation for all of Consultant's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Consultant's Fee, the Consultant's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

#### **Article 7. Payment for Extra Services or Changes**

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been

satisfactorily completed. If any service is done by Consultant without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Consultant will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Consultant confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Consultant.

**Article 8. Ownership of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant or its Sub-consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant or its Sub-consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Consultant shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Consultant shall deliver to District, on request, the tape and/or compact disc format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Consultant 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.
- 8.4. In order to document exactly what CADD information was given to the District, Consultant and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Consultant produces the CADD information. The District agrees to release Consultant from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Consultant or its Sub-consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Consultant shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:

f

- 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
  - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
  - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Consultant under this Agreement.
  - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, the District agrees to release Consultant of responsibility for such changes, and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Consultant's full involvement, the District shall remove all title blocks and other information that might identify Consultant and its Sub-consultants.

## **Article 9. Termination of Contract**

- 9.1. If Consultant fails to perform Consultant's duties to the satisfaction of the District, or if Consultant fails to fulfill in a timely and professional manner Consultant's material obligations under this Agreement, or if Consultant 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 Consultant. In the event of a termination pursuant to this subdivision, Consultant may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Consultant's actions, errors, or omissions that caused the District to terminate the Agreement.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Consultant may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.

- 9.3. 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.
- 9.4. Consultant has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective thirty (30) days after receipt of written notice from Consultant to the District. Consultant may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Consultant's notice of termination.
- 9.5. 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, Consultant, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Consultant only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, Consultant shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Consultant's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Consultant's Services. If the District suspends the Project for more than two (2) years, Consultant may terminate this Agreement by giving written notice.

#### **Article 10. Indemnity/ Consultant Liability**

- 10.1. To the fullest extent permitted by California law, Consultant shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, Consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all third party claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to, but only to the extent actually caused by, the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, subcontractors, Sub-consultants, or agents, including without limitation payment of all consequential damages, as ultimately determined by a court of competent jurisdiction. To the extent covered by applicable insurance Consultant shall also, to the fullest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto.
- 10.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim to the extent of consultant's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs to the extent covered by applicable insurance, expert witness fees, and sub-consultant fees, incurred by



the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Consultant's obligation to defend or to indemnify shall not be restricted to insurance proceeds unless expressly provided in this agreement shall also have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties.

- 10.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant from amounts owing to its Sub-consultant(s).

#### **Article 11. Fingerprinting**

Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Consultant, its Sub-consultants and their employees will have only limited contact with pupils. Consultant shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

#### **Article 12. Responsibilities of the District**

- 12.1. The District shall examine the documents submitted by the Consultant and shall render decisions so as to avoid unreasonable delay in the process of the Consultant's Services.
- 12.2. The District shall verbally or in writing advise Consultant if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Consultant's documents. Failure to provide such notice shall not relieve Consultant of its responsibility therefore, if any.
- 12.3. Unless the District and Consultant agree that a hazardous materials Consultant shall be a Sub-consultant of the Consultant, the District shall furnish the services of a hazardous material consultant or other Consultants when such services are requested in writing by Consultant 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 Consultant. If the hazardous materials consultant is furnished by the District and is not a Sub-consultant of the Consultant, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Consultant's bid documents for the District's convenience and have not been prepared or reviewed by the Consultant. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.
- 12.4. District personnel and/or its designated representatives shall coordinate with Consultant as may be requested and beneficial for the

- coordination or management of work related to the Project.
- 12.5. The District shall timely provide to the Consultant all relevant information in its possession regarding the Project that is necessary for performance of Consultant's Services.
- 12.6. The District shall pay all fees required by agencies having jurisdiction over the Project.

**Article 13. Liability of District**

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided 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 or the Services performed in connection with this Agreement.
- 13.2. 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 Consultant, or by its employees, even though such equipment be furnished or loaned to Consultant by District.

**Article 14. Nondiscrimination**

- 14.1. Consultant agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.
- 14.2. Consultant shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

**Article 15. Insurance**

- 15.1.** Consultant shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2.** Consultant shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

**Article 16. Covenant against Contingent Fees**

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, 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 fee, commission, percentage fee, gift, or contingency.

#### **Article 17. Entire Agreement/Modification**

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Consultant 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. Consultant specifically acknowledges that in entering this Agreement, Consultant relies solely upon the provisions contained in this Agreement and no others.

#### **Article 18. Non-Assignment of Agreement**

In as much as this Agreement is intended to secure the specialized Services of the Consultant, Consultant 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 Consultant and any such assignment, transfer, delegation or sublease without Consultant's prior written consent shall be considered null and void.

#### **Article 19. Law, Venue**

- 19.1. 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.
- 19.2. To the fullest extent permitted by California law, 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 20. Alternative Dispute Resolution**

##### **20.1. Consultant's Invoices.**

20.1.1. If the District disapproves of any portion or amount(s) of the Consultant's invoices, the District shall within thirty (30) days of receipt by the District of any of the Consultant's invoices, communicate to the Consultant in writing, with reasonable detail, the portion or amount of the Consultant's invoices that are disapproved for payment, the portion or amount of the Consultant'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 Consultant's invoices ("Disputed Consultant Invoice Detail").

20.1.2. If the Consultant disagrees with the Disputed Consultant Invoice Detail, the Consultant shall communicate to the District in writing, and request to meet and confer in good faith with respect to the Disputed Consultant Invoice Detail, to determine if the disagreement can be resolved. The meet and confer shall be scheduled to occur within

thirty (30) days of Consultant's request. The meet and confer shall include, but are not limited to, face-to-face meeting(s) with the appropriate District and Consultant personnel as appropriate and necessary.

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

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

20.2.1. **Negotiation.** Within fifteen (15) days following the receipt of a request to meet, the parties shall meet and attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for Disputed Consultant Invoice Detail as detailed above, shall satisfy this negotiation requirement.

20.2.2. **Mediation.** Within thirty (30) days, but no earlier than fifteen (15) days, following the earlier of receipt of notice by one Party from 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.

20.2.3. **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.

20.3. Consultant shall neither rescind nor stop the performance of its Services pending the outcome of any dispute that occurs during the Construction Administration Phase.

#### **Article 21. Tolling of Claims**

Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Consultant's work, until the Contractors' or subcontractors' claims are finally resolved.

#### **Article 22. Not Used**

#### **Article 23. Severability**

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

#### **Article 24. Employment Status**

24.1. Consultant shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Consultant performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Consultant shall be provided in a manner consistent with

all applicable standards and regulations governing such Services.

- 24.2. Consultant understands and agrees that Consultant'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.
- 24.3. Should the 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 Consultant, or any employee or Sub-consultant of Consultant, is an employee of the District 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 Consultant which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Consultant for the District, upon notification of such fact by the District, Consultant shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Consultant under this Agreement (again, offsetting any amounts already paid by Consultant which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Consultant shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Consultant is an employee for any other purpose, then Consultant 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 Consultant or its employees of Sub-consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

## **Article 25. Certificate of Consultant**

- 25.1. Consultant certifies that the Consultant is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Consultant 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.

25.3. Consultant certifies that it is aware of the provisions of California Labor Code and California Code of Regulations 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 Consultant is performing Services as part of a "public works" or "maintenance" project, and since the total compensation is one thousand dollars (\$1,000) or more, the Consultant agrees to fully comply with and to require its Sub-consultant(s) to fully comply with all requirements of the Prevailing Wage Laws.

**Article 26. Cost Disclosure - Documents and Written Reports**

Consultant 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 27. Notice & Communications**

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

**District:**

Oakland Unified School District  
1000 Broadway, Suite 680  
Oakland, CA 94607  
ATTN: Tadashi Nakadegawa  
FAX: \_\_\_\_\_

**Consultant:**

murakami/Nelson Arch. Corp.  
100 Filbert Street  
Oakland, CA 94607  
ATTN: John S. Nelson  
FAX: 510 893-5244

Any notice personally given shall be effective upon receipt. Any notice sent by facsimile shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

**Article 28. [RESERVED]**

**Article 29. District's Right to Audit**

- 29.1. District retains the right to review and audit, and the reasonable right of access to Consultant's and any Sub-consultant's premises to review and audit the Consultant'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 Consultant'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.
- 29.2. 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 is necessary to discover and verify whether Consultant is in compliance with all requirements of this Agreement.
- 29.3. 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 is 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.
- 29.4. Consultant shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Consultant 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, Consultant shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Consultant shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Sub-consultants.
- 29.6. Consultant shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Consultant's Project-related records and information.

**Article 30. Other Provisions**

- 30.1. Consultant shall be responsible for the cost of reviewing CCDs and/or change orders caused by the Consultant's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Consultant's liability for Indirect cost Impacts, the direct costs for change orders for which Consultant shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents. These amounts shall be paid by Consultant to District or the District may withhold those costs from amounts owing to Consultant.
- 30.2. Neither the District's review, 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 Consultant shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Consultant's failure to perform any of the Services furnished under this Agreement to the standard of care of the Consultant for its Services, which shall be, at a minimum, the standard of care of Consultants performing similar work for California school districts in or around the same geographic area as the District.
- 30.3. 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.

**Article 31.** Exhibits "A" through "F" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

Date: \_\_\_\_\_, 2018

By: Tadashi Nakadegawa

Title: Director, Facilities Planning & Management

Date: Sept. 28, 2018

By: John S. Nelson

Title: President



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**

*Aimee Eng*

10/25/18

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

Date

*Kyla Johnson-Trammell*

10/25/18

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

Date

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

Date

**APPROVED AS TO FORM:**

*Chaidon*

9/28/18

\_\_\_\_\_  
OUSD Facilities Legal Counsel

Date

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF CONSULTANT**

**TABLE OF CONTENTS**

A.	SCOPE OF PROJECT .....	1
B.	BASIC SERVICES .....	1
C.	PRE-DESIGN AND START-UP SERVICES .....	4
D.	SCHEMATIC DESIGN PHASE.....	7
E.	DESIGN DEVELOPMENT PHASE.....	11
F.	CONSTRUCTION DOCUMENTS PHASE .....	14
G.	BIDDING PHASE.....	20
H.	CONSTRUCTION ADMINISTRATION PHASE.....	21
I.	CLOSE OUT PHASE.....	25
J.	MEETINGS / SITE VISITS / WORKSHOPS .....	26

## **EXHIBIT "A"**

### **RESPONSIBILITIES AND SERVICES OF CONSULTANT**

Consultant shall provide all professional services necessary for completing the following:

#### **A. SCOPE OF PROJECT**

1. Project Name: Castlemont High School – Playing Field, ADA Restroom Improvements, Stadium and Gymnasium Bleachers

Construction Cost Budget: \$4,643,000.00

#### **B. BASIC SERVICES (See Exhibit "A" Attachment)**

Consultant agrees to provide the Services described below:

1. Consultant shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Consultant under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Consultant shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Consultant will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Consultant shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Consultant's scope of work. This information shall include, if available,
  - a. Physical characteristics;
  - b. Legal limitations and utility locations for the Project site(s);
  - c. Written legal description(s) of the Project site(s);
  - d. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
  - e. Adjacent drainage;
  - f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
  - g. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

## **C. PRE-DESIGN AND START-UP SERVICES**

### **1. Project Initiation**

Upon final execution of the Agreement with the District, Consultant shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Consultant shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### **2. Development of Architectural Program**

Consultant shall prepare for the District's review of an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and among Consultants.
- f. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

### 3. Construction Cost Budget

- a. Consultant shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Consultant:
- (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
  - (ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.
  - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
  - (iv) Consultant shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
  - (v) One week prior to submittal of documents, Consultant shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Consultant shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
  - (vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Consultant.

### 4. Presentation

Consultant, along with any involved Sub-consultant(s), shall present and review with the District and, if directed, with the District's Governing Board, the summary and detail of work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

## **5. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Consultant shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Two (2) copies of the Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Two(2) copies of the Site Plan;
- c. Two (2) copies of the revised Construction Cost Budget;
- d. Two (2) copies of the final Schedule of Services;
- e. Two (2) copies of the meeting Reports/Minutes from the Kick-off and other meetings; and
- f. Two (2) copies of the renderings provided to District for public presentation.

## **6. Meetings**

During this Phase, Consultant shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

## **D. SCHEMATIC DESIGN PHASE**

Upon District's acceptance of Consultant's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Consultant shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Consultant, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### **3. Architectural**

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers, and to include the following:

- a. Preliminary site plan with elevations, layout of hard surface and softscape concepts, including initial grading, drainage and utility concepts, all in sufficient detail to demonstrate design concept.
- b. Identify proposed drainage technique.
- c. Identify code requirements, include occupancy classification(s) and type of construction.

### **4. Structural**

- a. Identify structural systems (including bleachers, goal posts, scoreboards, etc.) with preliminary sizing identified.
- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

### **5. Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings (including "snack shacks," etc.) or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:



- (i) Single line drawing(s) showing major distribution system.
- (ii) Location and preliminary sizing of all major electrical systems and components including:
  - (A) Load centers.
  - (B) Main panels.
  - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## **6. Civil**

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.

## **7. Specifications / Athletic Templates & Standards**

- a. Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Consultant is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Consultant shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.
- b. Select specific materials and components, and their criteria and quality standards, to be included in a "standard stadium template."
- c. Develop computer generated up-to-date athletic program templates for all sports with specific attention to a "stadium" component.
- d. Modify all existing athletic site plans on each site to conform with the current program site program templates.
- e. Prepare draft of Athletic Standards document to supplement existing landscape standards, if available. This draft booklet shall include:
  - (i) Sport field templates;
  - (ii) Standard details; and
  - (iii) Specifications.

- f. Finalize the Athletic Standards in compatible format, or integrate Athletic Standards into the existing landscape standards, if available. These standards will become the basis of design for all school sites.
- g. Once the detailed field survey information is received, prepare a site athletic plan for each site denoting the actual layout and materials. Also complete enlargement of "stadium" portions.
- h. Finalize designs and complete base prepared for the "stadium" portion.
- i. Administer Project as required to coordinate work with the District and between sub-consultants.

## **8. Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
  - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b. The estimate shall separate the Project's building cost from site and utilities cost. Consultant shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Consultant.
- e. Consultant shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Consultant shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

## **9. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Consultant shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Two (2) copies of the breakdown of Construction Cost Budget as prepared for this Phase;
- b. Two (2) copies of meeting reports/minutes;
- c. Two (2) copies of the Schematic Design Package with alternatives;
- d. Two (2) copies of a statement indicating changes made to the Architectural Program and Schedule; and
- e. Two (2) copies of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Consultant has not met or corresponded with DSA.

**10. Presentation**

- a. Consultant shall present and review with the District the detailed Schematic Design.
- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**11. Meetings**

During this Phase, Consultant shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

## **E. DESIGN DEVELOPMENT PHASE**

Upon District's acceptance of Consultant's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Consultant shall prepare from the accepted deliverables from the Schematic Design Phase, the Design Development Phase documents consisting of the following for each proposed system within Consultant's scope of services:

### **1. Architectural**

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines, and to include the following:

- a. Site plan in 1/8" scale with draft notes and dimensions of hard surface and softscape concepts, including surface types, color, planting, grading, drainage and utility concepts, critical design details and manufacturer cut sheets, where applicable.
- b. Identification of all fixed equipment to be installed in contract, if any.
- c. Preliminary development of details and large scale blow-ups.
- d. Legend showing all symbols used on drawings.
- e. Further refinement of Outline Specification for architectural, structural, electrical, civil and landscape manuals, systems and equipment.
- f. The documents and information provided by the Consultant at this Phase shall include all components required below in addition to the subsequent more general sections (Structural, /Electrical, etc.)
  - (i) Cover sheet
  - (ii) Demolition Plan
  - (iii) Grading Plan
  - (iv) Drainage / Utility Plan
  - (v) Layout Plans, including right of ways
  - (vi) Material and Detail Reference Plans
  - (vii) Irrigation Plans – Plan will show head layout and mainline routing.
  - (viii) Planting Plans
  - (ix) Construction Details and Enlargements
  - (x) Irrigation and Planting Details

### **2. Structural**

- a. Structural drawings with all major members located and sized.
- b. Establish final elevations.
- c. Preliminary specifications.

- d. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

### **3. Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each area.
- b. All major electrical equipment should be scheduled indicating size and capacity.
- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.
- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

### **4. Civil**

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

### **5. Specifications / Athletic Templates & Standards**

Consultant shall update all requirements documents of previous section in coordination with and as appropriate for the more detailed design achieved in this phase.

### **6. Construction Cost Budget**

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
  - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item

unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.

- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Consultant.
  - (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
- b. Consultant shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Consultant shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

## **7. Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Two (2) copies of the Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Two (2) copies of the Specifications;
- c. Two (2) copies of the revised Construction Cost Budget; and
- d. Two (2) copies of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

## **8. Meetings**

During this Phase, Consultant shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

## **F. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Consultant's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Consultant shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Consultant's scope of work:

### **1. Construction Documents ("CD") 50% Stage:**

#### **a. General**

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the District in a timely fashion so as not to delay the Project.

#### **b. Architectural**

- (i) Site plan drawn. All landscape, hardscape, and irrigation plans updated to reflect updated revisions from Design Development Phase.
- (ii) Architectural details and large blow-ups started.
- (iii) Fixed equipment details and identification started, if any.
- (iv) Further refinement of Outline Specification for architectural, structural, electrical, civil and landscape manuals, systems and equipment.
- (v) The documents and information provided by the Consultant at this Phase shall include fully updated versions of the following components required below in addition to the subsequent more general sections (Structural, /Electrical, etc.)
  - (A) Cover sheet
  - (B) Demolition Plan
  - (C) Grading Plan
  - (D) Drainage / Utility Plan
  - (E) Layout Plans, including right of ways.
  - (F) Material and Detail Reference Plans
  - (G) Irrigation Plans – Plan will show head layout and mainline routing.
  - (H) Planting Plans
  - (I) Construction Details and Enlargements
  - (J) Irrigation and Planting Details

#### **c. Structural**

- (i) Structural plans and sections with detailing well advanced.
- (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (iii) Completed cover sheet with general notes, symbols and legends.

**d. Electrical**

- (i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- (ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
- (iii) All electrical equipment schedules started.
- (iv) Special system components approximately located on plans.
- (v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and public address system, voice-data system, and telecom/technology system.

**e. Civil**

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

**f. Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Consultant shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Consultant shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Consultant.
- (iii) Consultant shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Consultant shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

**g. Specifications / Athletic Templates & Standards**

Consultant shall update all requirements documents of previous section in coordination with and as appropriate for the more detailed design achieved in this phase.

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment,



workmanship, quality and performance criteria required for the construction of the Project.

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or
  - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400.
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

#### **h. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Consultant shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Two (2) reproducible copies of working drawings;
- (ii) Two (2) copies of the Specifications;
- (iii) Two (2) copies of the statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and
- (iv) Two (2) copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

## **2. Construction Documents – 100% / Completion Stage:**

### **a. Architectural**

- (i) Completed site plan.
- (ii) Architectural details and large blow-ups completed.
- (iii) Finish, door, and hardware schedules completed, including all details.
- (iv) Site utility plans completed.
- (v) Fixed equipment details and identification completed.

- (vi) All previous comments from District and Construction Manager, have been incorporated or, if specific comments have not been incorporated, the District has approved of that in writing.

**b. Structural**

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

**c. Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

**d. Civil**

All site plans, site utilities, parking and roadway systems completed.

**e. Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Consultant shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Consultant.
- (iii) Consultant shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Consultant shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

**f. Specifications / Athletic Templates & Standards**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
  - (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Consultant to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

**g. Constructability Review**

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Consultant who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Consultant's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to Consultants designing public school facilities and applicable requirements of federal, state, and local law.

**h. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Consultant shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Two (2) reproducible copies of working drawings;
- (ii) Two (2) copies of the Specifications;
- (iii) Two (2) copies of the engineering calculations;

- (iv) Two (2) copies of the revised Construction Cost Budgets;
- (v) Two (2) copies of a statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Two (2) copies of the DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Two (2) copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

### **3. Construction Documents Final Back-Check Stage:**

- a. The Construction Documents final back-check stage shall be for the purpose of the Consultant incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Consultant during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Consultant's work shall be the Bid Set and shall consist of the following:
  - (i) Drawings: Original tracings of all drawings on Consultant's tracing paper with each Consultant/Sub-consultant's State license stamp.
  - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Consultant shall update and refine the Sub-consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

### **4. Meetings**

During this Phase, Consultant shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

## **G. BIDDING PHASE**

Upon District's acceptance of Consultant's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Consultant shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Consultant. Nevertheless, Consultant will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Consultant.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Consultant for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Consultant and issued by the District.
6. Attend bid opening.
7. Coordinate with Sub-consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Consultant shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Two (2) copies of the meeting report/minutes from the kick-off meeting;
- b. Two (2) copies of the meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Consultant shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Consultant shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

## H. CONSTRUCTION ADMINISTRATION PHASE

Upon District's acceptance of Consultant's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Consultant shall perform Construction Administration Phase services for the District as follows:

1. Consultant's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process** (if Project is subject to DSA jurisdiction)
  - a. Consultant shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version, if applicable) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version, if applicable).
  - b. Consultant shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version, if applicable) by electronically submitting form DSA 102-IC (or more current version, if applicable) to the DSA after the construction contract has been awarded. Consultant shall provide project inspection cards to the Project Inspector prior to commencement of construction.
  - c. Prior to commencement of construction, Consultant shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version, if applicable) prepared by Consultant to the Project Inspector and Laboratory of Record.
  - d. Consultant shall prepare and submit a Contract Information form (form DSA 102 or more current version, if applicable) for all construction contracts.
  - e. Consultant shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Consultant or engineer or their qualified representative to observe construction.
  - f. Consultant shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
  - g. Consultant shall respond to DSA field trip notes as necessary.
  - h. Consultant shall submit an interim Verified Report (form DSA 6-AE or more current version, if applicable) to the DSA electronically and a copy to the Project

Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.

- i. Consultant shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version, if applicable) to the DSA.
- j. Consultant shall submit Verified Reports (form DSA 6-AE or more current form, if applicable) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Consultant are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

### **3. Change Orders**

- a. Consultant shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Consultant shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Consultant shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Consultant, which shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

### **4. Submittals**

- a. Consultant shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Consultant shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Consultant shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
- c. Consultant's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Consultant's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Consultant. Consultant's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does

this provision reduce Consultant's liability if it fails to prepare acceptable documents.

5. **RFIs.** During the course of construction as part of the basic services, Consultant must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Consultant. Consultant's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Consultant's liability if it fails to prepare acceptable documents. Consultant must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Consultant shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Consultant shall notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Consultant may observe, and shall provide this written notice within twenty-four (24) hours of Consultant's observation of defective or deficient work. However, Consultant shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Consultant shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
8. **Record Drawings.** Consultant shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Consultant shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Consultant's final payment. Consultant may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Consultant has provided a review consistent with its legal standard of care.
9. **O&M Manuals / Warranties.** Consultant shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Consultant shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging



of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.

- 11. Payment Statements.** Recommendations of Payment by Consultant constitute Consultant's representation to the District that work has progressed to the point indicated to the best of Consultant's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

**12. Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Consultant shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Two (2) copies of the meeting report/minutes from the kick-off meeting;
- b. Two (2) copies of the observation reports; and
- c. Two (2) copies of the weekly meeting reports.

**13. Meetings**

During this Phase, Consultant shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

## **I. CLOSE OUT PHASE**

1. As the Construction Administration Phase progresses, Consultant shall perform the following Close Out Phase services for the District as required in a timely manner:
  - a. Consultant shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
  - b. Consultant shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Consultant's recommendation as to the adequacy of these items.
  - c. Consultant shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
  - d. Consultant shall respond to the DSA "90-day" letter.
  - e. Consultant shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
  - f. Consultant shall prepare a set of As-Built Drawings for the Project, as required by the District.
  - g. Consultant shall review and prepare a package of all warranty and O&M documentation.
  - h. Consultant shall organize electronic files, plans and prepare a Project binder.
  - i. Consultant shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Sub-consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.

### **3. Deliverables and Number of Copies**

- a. Two (2) copies of punch lists for each site; and
- b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

### **4. Meetings**

During this phase, Consultant shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

## **J. MEETINGS / SITE VISITS / WORKSHOPS**

1. Consultant shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Consultant shall chair, conduct and take minutes of all coordination meetings with its Sub-consultant(s) during the entire design phase. Consultant shall invite the District and/or its representative to participate in these meetings. Consultant shall keep a separate log to document design/coordination comments generated in these meetings.

### **2. General Meeting, Site Visit, and Workshop Requirements**

- a. Consultant shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
- b. Consultant shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- c. As required, Consultant shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- d. Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.

### **3. Meetings During Project Initiation Phase (Two (2) meeting(s))**

- a. Within the first week following execution of the Agreement, Consultant shall participate in one (1) Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
  - (i) Consultant, its appropriate Sub-consultant(s), and District staff, shall attend the meeting.
  - (ii) The Project kick-off meeting will introduce key team members from the District and the Consultant to each other, defining roles and responsibilities relative to the Project.
  - (iii) During this meeting, Consultant shall:
    - (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
    - (B) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
    - (C) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

(D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

b. Consultant shall participate in One (1) meeting(s) as requested by District.

**4. Initial Site Visits (Two (2) meeting(s))**

a. Consultant shall visit the Project site to complete a visual inventory and documentation of the existing conditions.

**5. Meetings During Architectural Program (Three (3) meeting(s))**

a. Consultant shall participate in one (1) public community information site meeting to receive input from the community regarding its wishes and expectations regarding the design of Consultant's work on the Project and the schedule of use of the site during construction.

b. Consultant shall conduct one (1) site visit/meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.

c. Consultant shall conduct a minimum of One (1) additional meetings as requested by District.

d. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

**6. Meetings During Schematic Design Phase (Two (2) meeting(s))**

a. Within the first two weeks following the start of the Schematic Design Phase, Consultant shall conduct Two (2) design workshop[s] with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment ("CADD"). The District may, at its discretion, allow Consultant to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Consultant's preliminary design. This workshop shall include the following:

(i) Consultant shall designate its team member duties and responsibilities.

(ii) Consultant and District shall review District goals and expectations.

(iii) District shall provide input and requirements.

(iv) Consultant and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

(v) Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.

(vi) Establish methods to facilitate the communication and coordination efforts for the Project.

b. Consultant shall participate in One (1) meeting(s) as requested by District.

**7. Meetings During Design Development Phase (Two (2) meeting(s))**

a. At the time designated for completion of the Design Development package, Consultant shall conduct One (1) meeting[s], per package or submittal, with the District to review the following:

(i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

(ii) Consultant and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

**b. Value Engineering Workshop (One (1) meeting(s))**

(i) Consultant shall conduct value engineering workshop(s), as requested by the District, which shall include all of Consultant's Sub-consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

**8. Meetings During Construction Documents Phase (Three (3) meeting(s))**

a. Prior to beginning work on the fifty percent (50%) design package, Consultant shall conduct One (1) meeting[s], per package or submittal, with the District to revise the Design Development package and receive comments.

b. At the time designated for completion of the fifty percent (50%) submittal package, Consultant shall conduct One (1) meeting[s], per package or submittal, with the District to review the following:

(i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specifications.

(ii) Consultant and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

c. At the time designated for completion of the one hundred percent (100%) Construction Document package, Consultant shall conduct One (1) meeting[s], per package or submittal, with the District to review the following:

(i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.

(ii) Consultant and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

**9. Meetings During Bidding Phase (Three (3) meeting(s))**

- a. Attend and take part in One (1) meeting[s], per package or submittal, with all potential bidders, District staff, and Construction Manager.
- b. Conduct one (1) kick-off meeting with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

**10. Meetings During Construction Administration Phase (Twelve (12) meeting(s), plus weekly Project meetings until entire Project is complete)**

- a. Consultant shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
- b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. This is expected to be Five (5) meetings, per site, but Consultant acknowledges that the Project may not be completed in this timeframe and agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
- c. Consultant shall ensure that Sub-consultant(s) visit the site in conformance with their agreement(s) and that Sub-consultant agreements shall reference District requirements for Construction Phase services.

**11. Citizens' Bond Oversight Committee Meetings (One (1) meeting(s)) (if applicable)**

Consultant acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Consultant shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Consultant's design to the District's citizen bond oversight committee for review.

**12. Governing Board Meetings (One (1) meeting(s))**

Consultant acknowledges that the District's Governing Board must approve all designs. Consultant shall, at the District's direction, attend District Governing Board meeting(s) and present the Consultant's design to the District's Governing Board for review and approval.

# EXHIBIT "A" ATTACHMENT



100 Filbert Street • Oakland, CA 94607 • Phone 510.444.7959 • Fax 510.893.5244

September 7, 2018

Tadashi Nakadegawa, Director of Facilities  
Division of Facilities Planning and Management  
955 High Street  
Oakland, CA 94601

Re: Revised Fee Proposal for Design Services to replace the  
Castlemont High School Grandstand, Track and Field and Gym Bleachers

Dear Mr. Nakadegawa,

murakami/Nelson is pleased to submit our revised proposal to provide professional design services to replace the Castlemont High School bleachers, track & field, field restrooms and gym bleachers. The following consultants will assist us in this effort. Keller Mitchell, landscape architects (SLBE); Dant Clayton, bleacher manufacturer/designer; Degenkolb Engineers, structural engineers (LBE); H & M Mechanical, mechanical engineers (SLBE); BWF Consulting Engineers, electrical engineers; BKF, civil engineers (LBE); mack5, cost estimators and Langan, geotechnical engineers (LBE).

Because of the unique features of the Castlemont site the District has determined that Castlemont High School should become the preferred venue for District track & field meets; therefore, we will design the track and field to accommodate standard California high school track and field events. We will exclude the javelin, hammer throw and steeplechase events unless specifically requested by the School District.

It is our understanding that the School District wants to replace the artificial turf football field and running track at the Castlemont High School as a maintenance and repair project and therefore it will not be submitted to DSA. The field and track replacement will be Phase I of the overall project. Any relocation of the perimeter fence or re-grading around the track will occur in Phase II. As part of Phase I services we will assess the condition of the field and underlying pad. If the existing pad meets current fall absorbing requirements it will be re-used, otherwise it may be partially or fully replaced. A new artificial turf field that meets the District's requirements for dual sport (football and soccer) fields will be specified and detailed. The track surface will be removed and replaced with a new EPDM surface. Keller Mitchell will prepare layout drawings and details for the field and track. The field will be striped for both soccer and football.

Phase II of the project will replace the existing 2,000 seat grandstand with a new code compliant grandstand of an equal capacity. This change will require providing dispersed accessible seating with unobstructed views in addition to other circulation and access improvements which will increase the footprint of the grandstand. Dant Clayton will prepare layout drawings and performance specifications for the bleachers and Degenkolb Engineers will design the foundations. We will also design a solution for the scoreboard power problem.

Also in Phase II, the Gymnasium bleachers will be replaced with motorized bleachers. We will evaluate the power available for the new motorized bleachers and will consider bleachers that have DSA Pre-Check approval. Because of the scale of the project DSA may require other access improvements in the Gym or adjacent restrooms. Services to design more than minor improvements to restroom accessories are not included in this proposal, but can be provided as an additional service.

## EXHIBIT "A" ATTACHMENT



100 Filbert Street • Oakland, CA 94607 • Phone 510.444.7959 • Fax 510 893 5244

September 7, 2018

Tadashi Nakadegawa, Director of Facilities  
Division of Facilities Planning and Management  
955 High Street  
Oakland, CA 94601

Re: Revised Fee Proposal for Design Services to replace the  
Castlemont High School Grandstand, Track and Field and Gym Bleachers

Dear Mr. Nakadegawa,

murakami/Nelson is pleased to submit our revised proposal to provide professional design services to replace the Castlemont High School bleachers, track & field, field restrooms and gym bleachers. The following consultants will assist us in this effort. Keller Mitchell, landscape architects (SLBE); Dant Clayton, bleacher manufacturer/designer; Degenkolb Engineers, structural engineers (LBE); H & M Mechanical, mechanical engineers (SLBE); BWF Consulting Engineers, electrical engineers; BKF, civil engineers (LBE); mack5, cost estimators and Langan, geotechnical engineers (LBE).

Because of the unique features of the Castlemont site the District has determined that Castlemont High School should become the preferred venue for District track & field meets; therefore, we will design the track and field to accommodate standard California high school track and field events. We will exclude the javelin, hammer throw and steeplechase events unless specifically requested by the School District.

It is our understanding that the School District wants to replace the artificial turf football field and running track at the Castlemont High School as a maintenance and repair project and therefore it will not be submitted to DSA. The field and track replacement will be Phase I of the overall project. Any relocation of the perimeter fence or re-grading around the track will occur in Phase II. As part of Phase I services we will assess the condition of the field and underlying pad. If the existing pad meets current fall absorbing requirements it will be re-used, otherwise it may be partially or fully replaced. A new artificial turf field that meets the District's requirements for dual sport (football and soccer) fields will be specified and detailed. The track surface will be removed and replaced with a new EPDM surface. Keller Mitchell will prepare layout drawings and details for the field and track. The field will be striped for both soccer and football.

Phase II of the project will replace the existing 2,000 seat grandstand with a new code compliant grandstand of an equal capacity. This change will require providing dispersed accessible seating with unobstructed views in addition to other circulation and access improvements which will increase the footprint of the grandstand. Dant Clayton will prepare layout drawings and performance specifications for the bleachers and Degenkolb Engineers will design the foundations. We will also design a solution for the scoreboard power problem.

Also in Phase II, the Gymnasium bleachers will be replaced with motorized bleachers. We will evaluate the power available for the new motorized bleachers and will consider bleachers that have DSA Pre-Check approval. Because of the scale of the project DSA may require other access improvements in the Gym or adjacent restrooms. Services to design more than minor improvements to restroom accessories are not included in this proposal, but can be provided as an additional service.



Our base fee assumes that the School District's site plan drawings from 2002 and 1962 do not provide enough information about the location, topography and utilities in the area of work to prepare an accurate site plan for the project; therefore, we recommend that an aerial survey of the site be prepared. Also, the District has informed us that DSA has approved site access for a number of prior projects and that site access improvements for Phase II of this project should only be required from the three accessible parking areas to the stadium seating.

At the School District's request, subsequent to the issuance of the RFP, we are proposing the following additional services:

***Design two new unisex accessible restroom buildings and remodel the existing restroom buildings***

The District would like to remodel the existing restrooms. This work will include re-roofing the buildings, repainting them inside and out and replacing damaged or deficient fixtures and accessories. This work may also involve replacing doors and frames, door hardware, ventilation, lighting, etc. Additionally, we will design two accessible unisex restrooms located adjacent to the existing restrooms. The area around the new restrooms will be regraded to meet access code requirements. The new buildings will have ventilation, but no heating. As a result, only lighting and plumbing need comply with the Green Building Code. Our services include additional geotechnical investigations and recommendations for the foundations of these buildings. (Per CBC requirements our geotechnical consultant will make two borings for each new restroom building.) Construction of the restrooms will take longer than two months and increase our construction administration services. If DSA does not accept the limited approach noted above, then we can provide the design of larger restroom buildings as an additional service.

***Perform a geotechnical investigation for the grandstand foundation*** - Per IR 16-5.16, DSA will consider the grandstand a new school building and therefore, will require a geotechnical report be prepared. The report will include soil and groundwater conditions, design criteria for appropriate foundations systems, foundations settlements, seismic hazards, grading and paving recommendations, seismic criteria and construction considerations. The recommendations will be based upon three borings taken along the length of the bleachers.

***Perform a geo-hazards study*** - Since the grandstands and restrooms will be considered new school buildings per IR A-4.13, DSA will require a geo-hazards study be prepared. The site is near a mapped liquefaction zone, which may elicit more intensive review by CGS. Our geotechnical consultant will prepare the appropriate CGS report, respond to CGS review comments and obtain their approval letter before we submit the project to DSA.

***Provide Geotechnical Services during Design*** - The geotechnical engineer will review the final project plans and issue an approval letter.

***Provide Geotechnical Services during Construction*** - DSA will require the Geotechnical Engineer of Record to sign off on the construction of the grandstand and the restrooms. Their involvement during construction will include observation of the installation of the grandstand foundations (shallow foundations, drilled piers or possibly micropiles), restroom foundations, building pad and

floor slab preparation, utility trench backfill, exterior flatwork preparation, laboratory testing and special inspection compliance letters.

***Prepare an aerial survey of the Castlemont site*** - Based upon past experience DSA will require an accessible path of travel that meets current CBC regulations and complies with the ADA. Without a current survey we will be unable to assure DSA that appropriate site access is provided. The survey will be turned into a site plan that will be used to show the accessible path of travel from the accessible parking to the new grandstands. Additional or relocated accessible parking may be required by DSA. The survey will locate visible utilities in the areas of the construction. The location of underground utilities will be based upon District-supplied as-built drawings unless the underground utility location services noted below are authorized.

***Prepare a ground survey along the path of travel from the accessible parking to the new grandstand*** – DSA will require that 2% cross slopes are maintained throughout the accessible route. Therefore, the aerial survey will be supplemented by a ground survey along the path of travel and in the areas of new construction to confirm cross slope compliance and to provide an accurate base for the grading and drainage design.

***Conduct a utility location study*** – We are unsure about the size, location and slope of utilities serving the existing restroom buildings. We recommend having an underground utility service investigate the existing underground utilities which will help us decide whether those lines are in good condition and have an adequate slope. Doing this will remove some uncertainty in the bid documents and provide a better set of construction documents.

***Pothole utilities in the area of the restrooms*** – If the existing underground utilities are re-used their exact size and location should be confirmed. Doing this will provide a better set of construction documents and reduce change orders.

In addition to the above additional services we suggest the School District consider the following other services:

***Prepare a ground survey along the path of travel from the bus stop to the accessible parking*** – Should DSA not accept the prior access approvals we will survey a path from the bus stop on MacArthur Boulevard to the accessible parking spaces and design improvements to the path of travel as an additional service. The aerial survey will be supplemented by a ground survey along the path of travel to confirm cross slope compliance and to provide an accurate base for any grading and drainage design.

***Design site improvements for the area between the restrooms and the grandstands*** - We can design hardscape and softscape improvements to the area between the restrooms and grandstands since those areas will be impacted as result of the field, restroom and grandstand construction. This area should be welcoming and provide a gathering space before, during and after sporting events.

***Provide stormwater treatment*** – If the area of impervious surface is increased or if C3 requirements are triggered, then stormwater treatment may be required. This could involve the design of bio-swales or detention basins.

- h. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- i. Surveys, reports, as-built drawings, record drawings; and
- j. Subsoil data, chemical data, and other data logs of borings.

Consultant shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Consultant determines that the information or documentation the District provides is insufficient for purposes of design, or if Consultant requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Consultant has become aware that this additional information is needed, the Consultant shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Consultant, who may invoice the District for those services as Extra Services.

- 4. **Technology Backbone.** Consultant shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Consultant and Sub-consultant(s) shall prepare and be responsible for documents prepared by the Consultant based on the information provided by the District's technology consultant as appropriate to the level of design completion.
- 5. **District Standards.** Consultant shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction including, but not limited to, Material Standards, Design Guidelines, Door Hardware Standards, Fire Alarm Standards, Intrusion Alarm Standards, sole source items and wheelchair lift design.
- 6. **High Performance Schools.** If the District adheres to the Collaborative for High Performance School ("CHPS") Best Practice Standards, the Services provided by the Consultant shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible.
- 7. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations,

## EXHIBIT "E"

### INSURANCE REQUIREMENTS

- A. Consultant shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, his agents, representatives, employees and Sub-consultant(s). Consultant's liabilities, including but not limited to Consultant's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence coverage or of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
  2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
  3. **Workers' Compensation Liability.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  4. **Employers' Liability.** For all of the Consultant's employees who are subject to this Agreement, Consultant shall keep in full force and effect, an Employers' Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  5. **Professional Liability.** This insurance shall cover the prime design professional and his/her sub-consultant(s) on a Claims Made basis for two million dollars (\$2,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. The District reserves the right to modify the limits and coverages described herein.

**EXHIBIT "B"**

**CRITERIA AND BILLING FOR EXTRA SERVICES**

The following Extra Services to the Agreement shall be performed by Consultant if needed and if authorized or requested by the District:

- A. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- B. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- C. Providing services made necessary by the default of Contractor(s).
- D. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Consultant has completed all of its obligations and tasks under the Agreement.
- E. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Consultant shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Consultant to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- F. Providing services as directed by the District that are not part of the Basic Services of this Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Consultant is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. (See Exhibit "A" Attachment for hourly rates)

<b>Job Title</b>	<b>Hourly Rate</b>
Principal In Charge:	
Project Director:	
Project Manager(s):	
Project Designer(s):	
Other	
Other	
Other	
Other	

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).

**EXHIBIT "C"**

**SCHEDULE OF SERVICES**

- A. Promptly after the execution of this Agreement, Consultant shall prepare and submit for approval to the District a Schedule of Services showing the order in which Consultant proposes to carry out Consultant's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Consultant shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.
- B. Consultant shall complete Services required under the Development of Architectural Program section within 30 calendar days after written authorization from the District to proceed.
- C. Consultant shall complete Services required under the Schematic Design Phase within 30 calendar days after written authorization from District to proceed.
- D. Consultant shall complete Services required under the Design Development Phase within 30 calendar days after receipt of a written authorization from District to proceed.
- E. Consultant shall complete Services required under Construction Documents Phase within 90 calendar days after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with the Construction Documents back-check stage.
  - 1. 50% Submittal Package 40 calendar days
  - 2. 100% Submittal Package 35 calendar days
  - 3. Final Contract Documents after Final Back-Check Stage 15 calendar days
- F. The durations stated above include the review periods required by the District and all other regulatory agencies.
- G. Consultant shall complete all other services including construction administration and DSA certification, fulfilling all contractual duties and response timeframes to achieve project close-out by **December 31, 2020**.
- H. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Consultant shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

**EXHIBIT "D"**

**PAYMENT SCHEDULE**

**A. Compensation**

1. The payment of consideration to Consultant as provided herein shall be full compensation for all of Consultant's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Consultant shall be as stated in Article 6 of the Agreement.
3. District shall pay Consultant as follows for all Services contracted for under this Agreement:

<b>PERCENTAGE OF TOTAL FEE PER PHASE</b>	
<b>Phase</b>	<b>Phase Amount</b>
Pre-Design/Architectural Program Development Phase	22%
Schematic Design Phase	11%
Design Development Phase	16%
Construction Documents Phase-Submittal to DSA	22%
Approval by DSA	3%
Bidding Phase	2%
Construction Administration Phase	22%
Close Out Phase	2%
Generate Punch List	
Sign Off On Punch List	
Receive and Review All M & O Documents	
Filing All DSA Required Close Out Documents	
Receiving DSA Close Out, including DSA	
<b>TOTAL BASE COMPENSATION</b>	<b>100%</b>

**B. Method of Payment**

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.
2. Consultant shall submit to District on a monthly basis documentation showing proof that payments were made to its Sub-consultant(s).
3. Consultant shall submit to the District for approval a copy of the Consultant's monthly pay request format.

**f**

4. Upon receipt and approval of Consultant's invoices, except as provided in subdivision 4.g. herein, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

**a. Pre- Design/Architectural Program Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

**b. For Schematic Design Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

**c. For Design Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

**d. For Construction Documents Phase:**

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

**e. For Bidding Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

**f. For Construction Administration Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

**g. For Close Out:**

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

**h. Format and Content of Invoices:**

Consultant acknowledges that the District requires Consultant's invoices to include detailed explanations of the Services performed. **f**



For example, a six hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

f

D. **Deductibles and Self-Insured Retention:** Consultant shall inform the District in writing if any deductibles or self-insured retention exceeds twenty-five thousand dollars (\$25,000). At the option of the District, either:

1. The District can accept the higher deductible;
2. Consultant's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers;  
or
3. Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

DI. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; Instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to the projects, Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
4. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance certificate required by this clause shall state that coverage shall not be, canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the District. Should coverage be reduced in value marakami/Nelson will notify school district that has occurred.

DII. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

1. Accept the lower rating; or
2. Require Consultant to procure insurance from another insurer.

G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Consultant shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

**EXHIBIT "F"**

**LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM**

**Attached is the District's Board Policy and Administrative Regulations on its Local, Small Local and Small Local Resident Business Enterprise Program applicable to this Project, which Consultant agrees to be bound.**

[Link to be inserted at time of execution:

<http://www.ousd.org/cms/lib07/CA01001176/Centricity/Domain/95/2014%20amendment%20to%202008%20LSISrbe%20and%20Facilities%20-%20Board%20Policy%20.pdf>]

END OF DOCUMENT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2018

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).

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	<b>CONTACT NAME:</b> Jo Lusk	
	<b>PHONE (A/C, No, Ext):</b> 510-465-3090	<b>FAX (A/C, No):</b> 510-452-2193
<b>E-MAIL ADDRESS:</b> jlusk@dealeyrenton.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Sentinel Insurance Co. LTD		11000
<b>INSURER B:</b> Hartford Ins. Co of Midwest		37478
<b>INSURER C:</b> Liberty Insurance Underwriters, Inc.		19917
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** MURAKNELS  
 Murakami/Nelson Architectural Corp.  
 100 Filbert Street  
 Oakland CA 94607

**COVERAGES**

CERTIFICATE NUMBER: 89486525

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:	Y	Y	57SBWBG8743	8/18/2018	8/18/2019	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	57SBWBG8743	8/18/2018	8/18/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	57SBWBG8743	8/18/2018	8/18/2019	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WEGGC7737	4/1/2018	4/1/2019	<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
C	Professional Liability			AEXNYABDBO0003	9/22/2018	9/22/2019	\$2,000,000 \$2,000,000	per claim annl aggr.

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

Oakland Unified School District, its directors, officers, employees, agents, and representatives and the State and their agents, representatives, employees, trustees, officers, consultants and volunteers are additional insureds for General and Non Owned & Hired Auto Liability per policy form wording. 30 days notice of cancellation provisions apply per policy form wording.

**CERTIFICATE HOLDER**

CANCELLATION 30 Days Notice of Cancellation

Oakland Unified School District 955 High Street Oakland CA 94601-4404	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT**

This is a summary of the coverage provided under the following form (complete form available):

**BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05****Additional Insured When Required by Written Contract, Written Agreement or Permit**

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
  - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**When You Add Others As An Additional Insured To This Insurance:** That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**Waiver of Subrogation**

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

**EXCERPT FROM Hartford Form SS 04 38 09 09****HIRED AUTO AND NON-OWNED AUTO**

B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":

d. Anyone liable for the conduct of an "insured", but only to the extent of that liability

## EXTENDED OPTIONS

### 1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

#### B. Employers' Liability Insurance:

1. Part Two of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

<b>Bodily Injury by Accident</b>	<b>\$500,000</b>	<b>Each Accident</b>
<b>Bodily Injury by Disease</b>	<b>\$500,000</b>	<b>Policy Limit</b>
<b>Bodily Injury by Disease</b>	<b>\$500,000</b>	<b>Each Employee</b>

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

### 2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

### 3. Waiver of Our Right To Recover From Others

A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

B. This provision 3. does not apply in the states of Pennsylvania and Utah.

### 4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

#### A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

#### B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

#### C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.





Department of Facilities Planning and Management

ROUTING FORM

**Project Information**

**Project Name** Castlemont Field and Bleacher Project **Site** 210

**Basic Directions**

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

**Attachment Checklist**

Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000

Workers compensation insurance certification, unless vendor is a sole provider

**Contractor Information**

<b>Contractor Name</b>	Murakami/Nelson	<b>Agency's Contact</b>	John Nelson
<b>OUSD Vendor ID #</b>	002960	<b>Vendor Title:</b>	
<b>Address</b>	100 Filbert Street Oakland, CA 94607	<b>Telephone</b>	5104447959
		<b>Policy Expires:</b>	
<b>Contractor History</b>	Previously been an OUSD contractor?	<input type="checkbox"/> Yes	Worked as an OUSD employee? <input type="checkbox"/> Yes
<b>OUSD Project #</b>	17115		

**Term**

<b>Date Work Will Begin</b>	10/25/2018	<b>Date Work Will End By</b> (not more than 5 years from start date)	12/31/2020
-----------------------------	------------	---	------------

**Compensation**

<b>Total Contract Amount</b>		<b>Total Contract Not To Exceed</b>	\$744,000.00
<b>Pay Rate Per Hour (if Hourly)</b>		<b>If Amendment, Changed Amount</b>	
<b>Other Expenses</b>		<b>Requisition Number</b>	

**Budget Information**

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

Resource #	Funding Source	Org Key	Object	Amount
9450/9739	Fund 21, Msr. J	210-9450-0-9739-8500-6215-301-9180-9905-9999-99999	6215	\$744,000.00

**Approval and Routing (in order of approval steps)**

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Director, Department of Facilities Planning and Management</b>				
	<b>Signature</b>		<b>Date Approved</b>	9/28/18	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>		<b>Date Approved</b>	9/28/18	
3.	<b>Deputy Chief, Department of 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>		