

Board Office Use: Legislative File Info.	
File ID Number	15-0543
Introduction Date	4-22-2015
Enactment Number	15-0495
Enactment Date	4/22/15



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date April 22, 2015

Subject Amendment No. 8, Independent Consultant Agreement for Professional Services - Gould Evans- Montclair New Classroom Building Project

Action Requested Approval by the Board of Education of Amendment No. 8, Independent Consultant Agreement with Gould Evans for Design Services on behalf of the District at Montclair New Classroom Building Project, in an amount not-to exceed \$35,000.00 increasing previous contract amount from \$1,707,762.00 to a not to exceed amount of \$1,742,762.00 and revising the end date from February 17, 2010 through October 20, 2014 to August 15, 2015. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Due to the many issues and conflicts during the construction of the project and the prolonging of the final resolutions with the Joint Venture Partners, Gould Evans was required to spend the additional hours to finalize the Contract Administration Services.

Local Business Participation Percentage 0.00% (Specialty Service)

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

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



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

Recommendation

Approval by the Board of Education of Amendment No. 8, Independent Consultant Agreement with Gould Evans for Design Services on behalf of the District at Montclair New Classroom Building Project, in an amount not-to exceed \$35,000.00 increasing previous contract amount from \$1,707,762.00 to a not to exceed amount of \$1,742,762.00 and revising the end date from February 17, 2010 through October 20, 2014 to August 15, 2015. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

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

AMENDMENT NO. 8 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Gould Evans. OUSD entered into an Agreement with CONTRACTOR for services on February 17, 2010, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional Contract Administration Services to close out the project in conjunction with the finalization of the final payment agreement with the Project's Joint Venture Partnership.</u></p>		
2. Terms (duration):	<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>If term is changed: The contract term is extended by an additional Ten (10) months, and the amended expiration date is August 15, 2015.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increase of \$35,000.00 to original contract amount</p> <p style="margin-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p style="margin-left: 40px;">and the new contract total is <u>One million, seven hundred forty-two thousand, seven hundred sixty-two dollars and no cents.</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:**

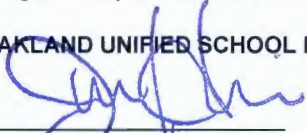
There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of
1	8-20-2010	The scope of the project is to provide additional design and reengineering of electrical, plumbing, fire alarm for the new arrangement of the five existing portables	\$60,000.00
2	5-11-2011	The scope of the project is to provide additional funding for additional site work beyond original scope of the project; including a bio-retention area and upper parking lot improvements, Construction Administration services for the relocation of the existing portables; phasing of infrastructure improvements and increased size of the multipurpose room.	\$78,300.00
3	5-3-11	The scope of the project is to provide additional Architectural services to revise the current foundation design per recommendation received from PSI. Amendment No. 3 includes costs associated with coordinating Kam Yan & Associates incorporating these changes into the revised drawings for back-check by Division of State Architect.	\$29,000.00
4	12-12-2012	The scope of the project is to provide revised details of the temporary handicap parking space in front of the school by the City of Oakland.	\$8,500.00
5	4-24-2013	The scope of the project is to provide additional design work for required field inspections by the project's structural engineer, and	\$14,005.00

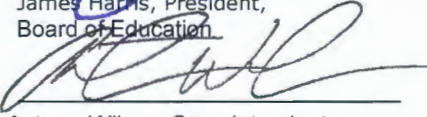
		architect, of the installed framing lumber that was installed and not in compliance with the engineering specifications and requiring additional Division of State Architect (DSA) approval with the proposed mitigation of the drying process of the lumber.	
6	6-12-2013	The scope of the project is to provide the sub contractors costs in addition to the architect's time to review the contractor's deviation from the specs in the use of the Green Roof installer (manufacturer).	\$5,000.00
7	2-12-2014	The scope of the project is to provide reviewing of miscellaneous structural issues, window and storefront shop drawings numerous times, change from a warming kitchen to a cooking kitchen, reimbursables, time extension on projection due to delay in the construction schedule, and an estimated dollar amount for possible future changes not known at this time.	\$156,507.00

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

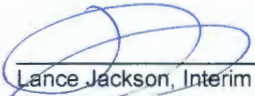
OAKLAND UNIFIED SCHOOL DISTRICT



 James Harris, President,
 Board of Education
 Date 4/23/15




 Antwan Wilson, Superintendent
 Secretary, Board of Education
 Date 4/23/15



 Lance Jackson, Interim Deputy Chief,
 Facilities, Planning and Management
 Date 3/9/15

CONTRACTOR



 Contractor Signature
 Date 2/25/15

ROBERT BARM, PRINCIPAL

 Print Name, Title

EXHIBIT "A" Scope of Work

Contractor Name: Gould Evans.

Billing Rate: Thirty-five thousand dollars and no cents (\$35,000.00)

1. Description of Services to be Provided

The scope of the project is to additionally provide Contract Administration Services to close out the project in conjunction with the finalization of the final payment agreement with the Project's Joint Venture Partnership.

2. Specific Outcomes:

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

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

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

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

Susie Butler-Berkley 3-3-2015
 Susie Butler-Berkley
 Contract Analyst



EXHIBIT A

15 December 2014

Mr. John Esposito
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601

SUBJECT: Additional Services Fee Proposal – Compensation for Protracted Closeout Phase
Montclair Elementary School
Project No. 07050
New Classroom/Multi-Purpose Building/Cafeteria

VIA: email john.esposito@ousd.k12.ca.us

Dear John:

I am writing to propose and present fees for compensation by Amendment to Agreement for Professional Services Contract regarding the Montclair Elementary School New Classroom/Multi-Purpose Building/Cafeteria. As you are well aware, the project has continued to be a challenge to get to the completion of construction and closeout, requiring continuing services for CA and a substantially extended Closeout schedule and scope of work, well beyond that which could have been reasonably expected, and at no fault of GouldEvans.

Over a year ago, we presented a proposed Amendment, which included a number of pending verbally approved add-service amounts, additional compensation for 2-months of extended CA services through 9.30.13, as well as an allowance for continued extended CA services. This amendment was officially approved in February 2014.

The allowance for continued extended CA services provided compensation for these services through the end of January 2014. We continued to provide CA services as required through the summer of 2014, but in the spirit of continued cooperation, we are foregoing requesting additional CA serve compensation beyond what we were granted in the previous Amendment.

CONRAD P. BULL
SAN FRANCISCO, CA 94111
415.774.1111

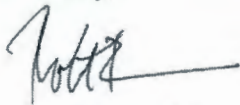
However, the Closeout process has also proved to be excessively protracted, and has required us again to continue to provide services for some well beyond what should have been required. Per the original Professional Services Contract, the Closeout process was estimated to be completed in a 4 month timeframe. We have been working on closeout tasks as of 10.1.13, so we have been in the Closeout phase for a total of almost 14 months to date. And, given the pace at which close-out is continuing, it appears likely that this effort may need to continue at least through February 2015.

Since 2.1.14, we have been primarily providing services related to close-out tasks. During that time, we have incurred approximately \$40,000 in Fees (at Standard Hourly Rates), and it's estimated that we will incur an additional \$12,500 in Fees up to actual completion, totaling \$ 52,500. But in the spirit of assisting the District and accounting for the original expectation that close-out would take four months to complete, we are requesting an additional \$35,000 in Fees to compensate us for the extended close-out.

Total Compensation: Additional Services Fee Proposal – through project certification \$35,000

Please let me know if you have any questions or need additional information.

Sincerely,



Robert Baum, AIA
CA License No. C12094

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ E-MAIL ADDRESS: _____ FAX (A/C, No): _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td></td> <td>29424</td> </tr> <tr> <td>INSURER B : Hartford Fire Insurance Company</td> <td></td> <td>19682</td> </tr> <tr> <td>INSURER C : Hartford Underwriters Insurance Company</td> <td></td> <td>30104</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Hartford Casualty Insurance Company		29424	INSURER B : Hartford Fire Insurance Company		19682	INSURER C : Hartford Underwriters Insurance Company		30104	INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED 1322947 GOULD EVANS AFFILIATES, P.A. MS. BECKY RIMMER 4041 MILL ST. KANSAS CITY MO 64111																					

COVERAGES GOUV01 **CERTIFICATE NUMBER:** 10782130 **REVISION NUMBER:** XXXXXXXX

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	N	N	37UENAQ5782	9/10/2014	9/10/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	N	N	37UENIS7048	9/10/2014	9/10/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	37XHUAQ2397	9/10/2014	9/10/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	37WEBS5829	9/10/2014	9/10/2015	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE DISTRICT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL, AUTO AND EXCESS LIABILITY, THESE COVERAGES ARE PRIMARY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

2014 SEP - 9 PM 12:56
 FACILITIES PLANNING AND MANAGEMENT

CERTIFICATE HOLDER

CANCELLATION

10782130 OAKLAND UNIFIED SCHOOL DISTRICT DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT 955 HIGH STREET OAKLAND CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Amendment No. 7

Board Office Use: Legislative File Info.	
File ID Number	14-0035
Committee	Facilities
Introduction Date	2-12-14
Enactment Number	14-0240
Enactment Date	2-12-14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date 2-12-14

Subject Amendment No. 7, Agreement for Professional Services - Gould Evans - Montclair New Classroom Building Project

Action Requested Approval by the Board of Education of Amendment No. 7, Agreement for Professional Services with Gould Evans for Architect Services on behalf of the District at Montclair New Classroom Building Project, in an amount not-to exceed \$156,507.00 increasing previous contract amount from \$1,551,255.00. to a not to exceed amount of \$1,707,762.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background This amendment is in lieu of future amendments for the project.

Local Business Participation Percentage 0.00% (Specialty Services)

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



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

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

Recommendation

Approval by the Board of Education of Amendment No. 7, Agreement for Professional Services with Gould Evans for Architect Services on behalf of the District at Montclair New Classroom Building Project, in an amount not-to exceed \$156,507.00 increasing previous contract amount from \$1,551,255.00. to a not to exceed amount of \$1,707,762.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

- Amendment for Architect and Engineering including scope of work
- Certificate of Insurance



**AMENDMENT NO. 7 TO AGREEMENT FOR
ARCHITECT AND ENGINEERS
CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Gould Evans. OUSD entered into an Agreement with CONTRACTOR for services on February 25, 2010, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. The scope of work has changed.
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide reviewing of miscellaneous structural issues, window and storefront shop drawings numerous times, change from a warming kitchen to a cooking kitchen, reimbursables, time extension on projection due to delay in the construction schedule, and an estimated dollar amount for possible future changes not know at this time.

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation is changed: The contract price is amended by
 Increase of \$156,507.00 to original contract amount
 Decrease of \$ _____ to original contract amount
and the new contract total is One million, seven hundred and seven thousand, seven hundred sixty-two dollars and no cents (\$1,707,762.00)

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

5. **Amendment History:**

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

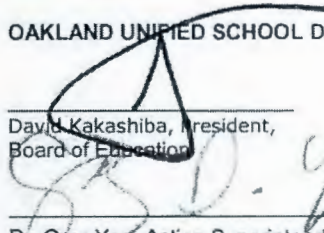
No.	Date	General Description of Reason for Amendment	Amount of
1	8-20-2010	The scope of the project is to provide additional design and reengineering of electrical, plumbing, fire alarm for the new arrangement of the five existing portables	\$60,000.00
2	5-11-2011	The scope of the project is to provide additional funding for additional site work beyond original scope of the project; including a bio-retention area and upper parking lot improvements, Construction Administration services for the relocation of the existing portables; phasing of infrastructure improvements and increased size of the multipurpose room.	\$78,300.00
3	5-3-11	The scope of the project is to provide additional Architectural services to revise the current foundation design per recommendation received from PSI. Amendment No. 3 includes costs associated with coordinating Kam Yan & Associates incorporating these changes into the revised drawings for back-check by Division of State Architect.	\$29,000.00
4	12-12-2012	The scope of the project is to provide revised details of the temporary handicap parking space in front of the school by the City of Oakland.	\$8,500.00

5	4-24-2013	The scope of the project is to provide additional design work for required field inspections by the project's structural engineer, and architect, of the installed framing lumber that was installed and not in compliance with the engineering specifications and requiring additional Division of State Architect (DSA) approval with the proposed mitigation of the drying process of the lumber.	\$14,005.00
6	6-12-2013	The scope of the project is to provide the sub contractors costs in addition to the architect's time to review the contractor's deviation from the specs in the use of the Green Roof installer (manufacturer).	\$5,000.00

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

OAKLAND UNIFIED SCHOOL DISTRICT


CONTRACTOR



 David Kakashiba, President,
 Board of Education

2-13-14

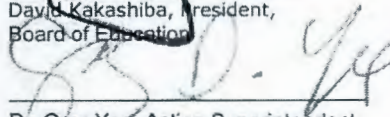
 Date



 Contractor Signature

12/5/13

 Date



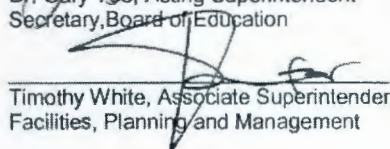
 Dr. Gary Yee, Acting Superintendent
 Secretary, Board of Education

2-13-14

 Date

ROBERT BAUM, PRINCIPAL

 Print Name, Title



 Timothy White, Associate Superintendent
 Facilities, Planning and Management

1/10/13

 Date

File ID Number: 14-0035
 Introduction Date: 2-12-14
 Enactment Number: 14-0240
 Enactment Date: 2-12-14
 Bv:

EXHIBIT "A" Scope of Work**Contractor Name: Gould Evans****Billing Rate: One hundred fifty-six thousand, five hundred and seven dollars and no cents (\$156,507.00)****1. Description of Services to be Provided**

The scope of the project is to provide reviewing of miscellaneous structural issues, window and storefront shop drawings numerous times, change from a warming kitchen to a cooking kitchen, reimbursables, time extension on projection due to delay in the construction schedule, and an estimated dollar amount for possible future changes not know at this time.

2. Specific Outcomes:

Create equitable opportunities for learning in a safe, health and supportive school.

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 type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

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

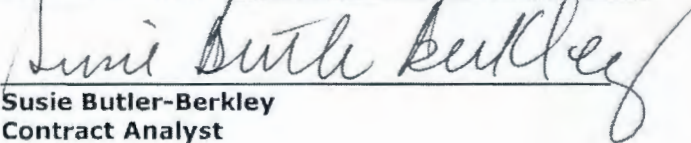

Susie Butler-Berkley
Contract Analyst



EXHIBIT A

2 October 2013

Mr. John Esposito
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601

SUBJECT: Additional Services Fee Proposal – Final through project completion
Montclair Elementary School
Project No. 07050
New Classroom/Multi-Purpose Building/Cafeteria

VIA: email john.esposito@ousd.k12.ca.us

Dear John:

I am writing to propose and present fees and reimbursable expenses for compensation by Amendment to Agreement for Professional Services Contract regarding the Montclair Elementary School New Classroom/Multi-Purpose Building/Cafeteria. At your request per Tadashi's direction, this proposal bundles the following:

- Items-1 thru 3: The (3) previously submitted, but not yet officially approved as Amendments, Proposals 8, 9, and 10
- Item-4: Additional add-services to date, for extended duration of CA and Owner directed services
- Item-5: The requested allowance for add-service costs for GouldEvans and/or sub-consultants through the end of construction completion (any add services going forward beyond those included in Item-5 will be billed against this allowance)

Given the district's direction to bundle these previous proposals (which date back to 4.09.13) together, and the district's accounting department needing to have these amounts approved prior to our being able to bill and be paid for them, as well as our having performed this work prior to approval in good faith and for the benefit of the project schedule, we would greatly appreciate quick approval of this bundled proposal.

Item-1: Miscellaneous structural issues and aluminum windows/storefront submittal (previously submitted as Additional Services Fee Proposal-8 dated 7.18.13, attached):

- **Total Item-1** **\$ 14,525**

GOULDEVANS
1000 MARKET STREET, SUITE 100
SAN FRANCISCO, CA 94102

KANSAS CITY, ILLINOIS, HOUSTON, TEXAS, SAN FRANCISCO, CALIFORNIA

WWW.GOULDEVANS.COM

Item-2: Cooking Kitchen Additional Services (previously submitted as Additional Services Fee Proposal-9 dated 8.6.13, attached):

- *Total Item-2* **\$16,550**

Item-3: Reimbursable expenses (previously submitted as Additional Services Fee Proposal-10 dated 8.29.13, attached):

- *Total Item-3* **\$46,231.84**

Item-4: Extended Contract Administration phase services and additional services per Owner directed/requested revisions and/or additions, through 9.30.13 :

The Agreement for Professional Services Contract defines the expected construction phase period to be 15 months and per the Applications for Payment, the Contract for Construction between OUSD and the WBB defines the construction phase to be 16 months. The actual construction phase period will reach 18 months as of end of September, 2013, at which point we expect to be able to move into the closeout phase period. This extended construction schedule has required us to provide full-time Contract Administration services for an additional (2) months.

Additionally, there have been a number of Owner directed revisions/additions/requests that have added to the scope of work of Contract Administration to date for the project. These include, but are not limited to skateboard protection addition, classroom planting area revision, wireless access addition assistance, BAFan timer addition, gate alarm addition, flagpole addition, door hardware additions, intrusion alarm device revisions, additional chainlink fence enclosures, addition of a playground drinking fountain, investigation of distortion in the laminated glazing, revisions to irrigation for EBMUD approval, and assistance with investigation of feasibility of permanent on-street accessible parking/loading space. (Note: Item-5 includes add service for these items through 9.30.13; continued efforts on these or other items requested by the district will be invoiced against the Allowance provided by Item-6)

- Additional (2) months of full time Contract Administration services \$ 43,200
- Additional Contract Administration per Owner directions/requests \$ 6,000
- *Total Item-4* **\$ 49,200**

Item-5- Allowance for Additional Services through construction completion:

Per your direction and at OUSD request, this proposal includes an allowance for additional services by GouldEvans and/or our sub-consultants through completion of project construction. Any further additional services beyond those included in **Item-5** above will be invoiced against this allowance. Any balance of this allowance not invoiced for will be retained by OUSD.

- Allowance for coverage of Additional Service provided by GouldEvans \$ 20,000
- Allowance for coverage of Additional Service provided by sub-consultants \$ 10,000
- **Total Item-5** \$ 30,000

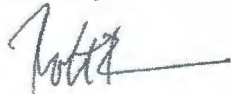
Calculation of Total Compensation for Additional Services Fee Proposal – Final through project completion:

Total Compensation for the services described in this proposed Addendum to our overall agreement will be as follows. Terms and conditions are assumed to be in conformance with the Professional Services Agreement for the overall project, dated January 19, 2010, unless noted otherwise herein.

<i>Total Item-1 (previously submitted as Additional Services Fee Proposal-8):</i>	<i>\$ 14,525</i>
<i>Total Item-2 (previously submitted as Additional Services Fee Proposal-9)</i>	<i>\$ 16,550</i>
<i>Total Item-3 (previously submitted as Additional Services Fee Proposal-10):</i>	<i>\$ 46,232</i>
Total of previously submitted proposals	\$ 77,307
<i>Total Item-4</i>	<i>\$ 49,200</i>
<i>Total Item-5 (allowance only; to be billed against by any future add service invoicing)</i>	<i>\$ 30,000</i>
Total Compensation: Additional Services Fee Proposal – through project completion	\$156,507

Please let me know if you have any questions or need additional information.

Sincerely,



Robert Baum, AIA
CA License No. C12094

gouldevans

(attached for reference)



18 July 2013

Mr. John Esposito
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601

SUBJECT: **Additional Services Fee Proposal 8–**
 Montclair Elementary School
 Project No. 07050
 New Classroom/Multi-Purpose Building/Cafeteria
 Miscellaneous structural issues and aluminum windows/storefront submittal

VIA: email john.esposito@ousd.k12.ca.us

Dear John:

I am writing to propose fees for Additional Services for the Montclair Elementary School New Classroom/Multi-Purpose Building/Cafeteria, regarding the following:

- **Miscellaneous structural issues which have arisen during construction:** see attached letter from Kam Yan & Associates, dated June 21, 2013. Note that the responses to these issues required efforts by Gould Evans, in addition to the efforts described by Glen Lin in that letter.
- **Aluminum windows and storefront submittals:** Because the submittals provided were well below the standard which should be expected in the construction industry, Gould Evans expended additional efforts well beyond which that which could reasonably be expected. In particular, please note that there have been multiple rounds of submittals due to the fact that the subcontractor failed to address mark-ups provided for the earlier rounds. As you know, it was critical that the submittal meet minimum standards for DSA review and approval.

GOULDEVANS.COM
SAN FRANCISCO, CA 94111
415.774.1911

KANSAS CITY LAWRENCE HOUSTON TAMPA SAN FRANCISCO

WWW.GOULDEVANS.COM

Compensation for the services described in this proposed Addendum to our overall agreement will be as follows. Fees quoted herein are in addition to all fees noted in the overall agreement and in prior Additional Service Proposals.

- Miscellaneous structural issues
 - Architecture \$ 2,645
 - Structural Engineering (Kam Yan) \$ 6,940
- Aluminum windows and storefront submittal
 - Architecture \$ 4,940
- **TOTAL** \$ **14,525**

Terms and conditions are assumed to be in conformance with the Professional Services Agreement for the overall project, dated January 19, 2010, unless noted otherwise herein.

Please let me know if you have any questions or need additional information.

Sincerely,



Robert Baum, AIA
CA License No. C12094

Amendment No. 6

azBoard Office Use: Legislative File Info.	
File ID Number	13-1176
Committee	Facilities
Introduction Date	6-12-2013
Enactment Number	13-1113
Enactment Date	6-12-13 //



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools. Thriving Students

Memo

To Board of Education
From Tony Smith, Ph.D., Superintendent
 Timothy White, Associate Superintendent, Facilities Planning and Management
Board Meeting Date June 12, 2013
Subject Amendment No. 6, Agreement for Professional Services - Gould Evans - Montclair New Classroom Building Project

Action Requested Approval by the Board of Education of Amendment No. 6, Agreement for Professional Services with Gould Evans for Architect Services on behalf of the District at Montclair New Classroom Building Project, in an amount not-to exceed \$5,000.00 increasing previous contract amount from \$1,546,255.00 to a not to exceed amount of \$1,551,255.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Contractor did not order properly dried lumber as specified and was revealed by the Inspector of Record during his inspection, requiring what is stated above as well as continued test readings of the drying out process with submitted reports to the engineer and architect as well as DSA. The process has been on-going for well over six weeks and is continuing. These costs will be back charged to the General Contractor.

Local Business Participation Percentage 0.00% (Specialty Services)

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



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

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

Recommendation

Approval by the Board of Education of Amendment No. 6, Agreement for Professional Services with Gould Evans for Architect Services on behalf of the District at Montclair New Classroom Building Project, in an amount not-to exceed \$5,000.00 increasing previous contract amount from \$1,546,255.00 to a not to exceed amount of \$1,551,255.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

- Agreement for Professional Services including scope of work



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

AMENDMENT NO. 6 TO AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Gould Evans. OUSD entered into an Agreement with CONTRACTOR for services on February 25, 2010, and the parties agree to amend that Agreement as follows:

<p>1. Services: <input type="checkbox"/> The scope of work is <u>unchanged</u>. x The scope of work has <u>changed</u>.</p> <p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary: <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide the sub contractors costs in addition to the architect's time to review the contractor's deviation from the specs in the use of the Green Roof installer (manufacturer).</u></p>
<p>2. Terms (duration): x The term of the contract is <u>unchanged</u>. <input type="checkbox"/> The term of the contract has <u>changed</u>.</p> <p>If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, <u>20</u>_____.</p>
<p>3. Compensation: <input type="checkbox"/> The contract price is <u>unchanged</u>. x The contract price has <u>changed</u>.</p> <p>If the compensation is changed: The contract price is amended by</p> <p> x Increase of \$5,000.00 to original contract amount</p> <p> <input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <u>One million, five hundred fifty-one thousand, two hundred fifty-five dollars and no cents (\$1,551,255.00)</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
1	8-20-2010	The scope of the project is to provide additional design and reengineering of electrical, plumbing, fire alarm for the new arrangement of the five existing portables	\$60,000.00
2	5-11-2011	The scope of the project is to provide additional funding for additional site work beyond original scope of the project, including a bio-retention area and upper parking lot improvements, Construction Administration services for the relocation of the existing portables; phasing of infrastructure improvements and increased size of the multipurpose room.	\$78,300.00
3	5-3-11	The scope of the project is to provide additional Architectural services to revise the current foundation design per recommendation received from PSI. Amendment No. 3 includes costs associated with coordinating Kam Yan & Associates incorporating these changes into the revised drawings for back-check by Division of State Architect.	\$29,000.00
4	12-12-2012	The scope of the project is to provide revised details of the temporary handicap parking space in front of the school by the City of Oakland.	\$8,500.00
5	4-24-2013	The scope of the project is to provide additional design work for required field inspections by the project's structural engineer, and architect, of the installed framing lumber that was installed and not in	\$14,005.00

EXHIBIT "A" Scope of Work

Contractor Name: Gould Evans

Billing Rate: Five thousand dollars (\$5,000.00)

1. Description of Services to be Provided

The scope of the project is to provide for a sub consultant's costs in addition to the architect's time to review the contractor's deviation from the specs in the use of the Green Roof installer (manufacturer).

2. Specific Outcomes:

Create equitable opportunities for learning in a safe, health and supportive school.

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 type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

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

Susie Butler-Berkley 5/10/2013
Susie Butler-Berkley
Contract Analyst

		compliance with the engineering specifications and requiring additional Division of State Architect (DSA) approval with the proposed mitigation of the drying process of the lumber.	
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6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

David Kakamihira, President,
Board of Education

6/13/13
Date

[Signature]
Contractor Signature

5/6/13
Date

Edger Rakestraw, Jr., Secretary
Board of Education

6/13/13
Date

ROBERT BROWN, PRINCIPAL
Print Name, Title

Timothy White, Associate Superintendent
Facilities, Planning and Management

5/31
Date

Amendment No. 5

Board Office Use: Legislative File Info.	
File ID Number	13-0693
Committee	Facilities
Introduction Date	4-24-2013
Enactment Number	13-0697
Enactment Date	4/24/13 28



OAKLAND UNIFIED
SCHOOL DISTRICT

Learning. Serving. Thriving. Growing.

Memo

To Board of Education

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

Board Meeting Date April 24 2013

Subject Amendment No. 5, Agreement for Professional Services - Gould Evans -
Montclair New Classroom Building Project

Action Requested Approval by the Board of Education of Amendment No. 5, Agreement for Professional Services with Gould Evans for Architect Services on behalf of the District at Montclair New Classroom Building Project, in an amount not-to exceed \$14,005.00 increasing previous contract amount from \$1,532,250.00 to a not to exceed amount of \$1,546,255.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Contractor did not order properly dried lumber as specified and was revealed by the Inspector of Record during his inspection, requiring what is stated above as well as continued test readings of the drying out process with submitted reports to the engineer and architect as well as DSA. The process has been on-going for well over six weeks and is continuing. These costs will be back charged to the General Contractor.

Local Business Participation Percentage 0.00% (Specialty Services)

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



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

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

Recommendation

Approval by the Board of Education of Amendment No. 5, Agreement for Professional Services with Gould Evans for Architect Services on behalf of the District at Montclair New Classroom Building Project, in an amount not to exceed \$14,005.00 increasing previous contract amount from \$1,532,250.00 to a not to exceed amount of \$1,546,255.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

- Agreement for Professional Services including scope of work



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

PLAN

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**AMENDMENT NO. 5 TO AGREEMENT FOR
PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Gould Evans. OUSD entered into an Agreement with CONTRACTOR for services on February 25, 2010, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. The scope of work has changed.
 If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
 The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide additional design work for required field inspections by the project's structural engineer, and architect, of the installed framing lumber that was installed and not in compliance with the engineering specifications and requiring additional Division of State Architect (DSA) approval with the proposed mitigation of the drying process of the lumber.

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
 If term is changed: The contract term is extended by an additional _____
 (days/weeks/months), and the amended expiration date is _____ 30

3. **Compensation:** The contract price is unchanged. The contract price has changed.
 If the compensation is changed: The contract price is amended by
 Increase of \$14,005.00 to original contract amount
 Decrease of \$ _____ to original contract amount
 and the new contract total is One million, five hundred forty-six, two hundred fifty-five dollars and no cents (\$1,546,255.00)

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

5. **Amendment History:**

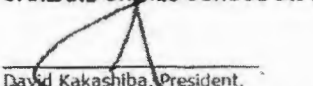
There are no previous amendments to this Agreement This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of
1	8-20-2010	The scope of the project is to provide additional design and reengineering of electrical plumbing, fire alarm for the new arrangement of the five existing portables	\$60,000.00
2	5-11-2011	The scope of the project is to provide additional funding for additional site work beyond original scope of the project, including a bio-retention area and upper parking lot improvements, Construction Administration services for the relocation of the existing portables; phasing of infrastructure improvements and increased size of the multipurpose room.	\$78,300.00
3	5-3-11	The scope of the project is to provide additional Architectural services to revise the current current design per recommendation received from the Agreement No. 3 includes costs associated with coordinating Kam Yan & Associates incorporating these changes into the revised drawings for pack-check by Division of State Architect.	\$29,000.00
4	12-12-2012	The scope of the project is to provide revised details of the temporary handicap parking space from of the School by the City of Oakland.	\$8,500.00

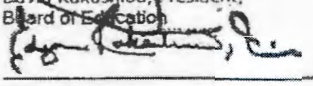
PLANNING

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

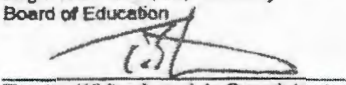
OAKLAND UNIFIED SCHOOL DISTRICT


 David Kakashiba, President,
 Board of Education

4/25/13
 Date

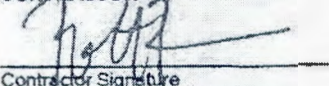

 Edgar Rakestraw, Jr., Secretary
 Board of Education

4/25/13
 Date


 Timothy White, Associate Superintendent
 Facilities, Planning and Management

 Date

CONTRACTOR


 Contractor Signature

3/15/13
 Date

ROBERT BROWN, Principal
 Print Name, Title

File ID Number: 13-0693
 Introduction Date: 4/24/13
 Enactment Number: 13-0697
 Enactment Date: 4/24/13
 By: as

EXHIBIT "A" Scope of Work

Contractor Name: Gould Evans

Billing Rate: Fourteen thousand, five dollars and no cents (\$14,005.00)

1. Description of Services to be Provided

The scope of the project is to provide additional design work for required field inspections by the project's structural engineer, and architect, of the installed framing lumber that was installed and not in compliance with the engineering specifications and requiring additional Division of State Architect (DSA) approval with the proposed mitigation of the drying process of the lumber.

2. Specific Outcomes:

Create equitable opportunities for learning in a safe, health and supportive school.

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 type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at www.oeps.gov/epls/search.do.

Susie Butler-Berkley
Contract Analyst

Amendment No. 4

Board Office Use: Legislative File Info.	
File ID Number	12-30
Committee	Facilities
Introduction Date	12-12-2012
Enactment Number	12
Enactment Date	1/3



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date December 12, 2012

Subject Amendment No. 4, Agreement for Professional Services - Gould Evans Baum Thornley- Montclair New Classroom Building New Classroom Portables Project

Action Requested Approval by the Board of Education of Amendment No. 4, Agreement for Professional Services with Gould Evans Baum Thornley for Architectural and Engineering Services on behalf of the District at Montclair New Classroom Building New Classroom Portables Project, in an amount not-to exceed \$8,500.00 increasing previous contract amount from \$1,523,750.00 to a not to exceed amount of \$1,532,250.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The architect, after getting approval of the temporary handicap parking space from Division of State Architect and the contractor tried to get a permit from the City of Oakland to perform the work in that it was their jurisdiction required a number of changes and meeting with the City resulting in added design charges. They also wanted the drawings to be by a civil engineer and stamped by them rather than an architect.

Local Business Participation Percentage 0.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,

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

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

Recommendation

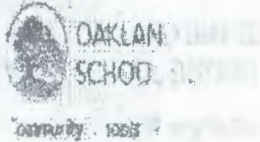
Approval by the Board of Education of Amendment No. 4, Agreement for Professional Services with Gould Evans Baum Thornley for Architectural and Engineering Services on behalf of the District at Montclair New Classroom Building New Classroom Portables Project, in an amount not to exceed \$8,500,000 increasing previous contract amount from \$1,573,750.00 to a not to exceed amount of \$1,532,250.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Minimal

Attachments

- * Agreement for Professional Services including scope of work.



QUALITY PLANNING
 RECEIVED
 JAN 27 11 00

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Gould Evans Baum Thornley (Consultant). OUSD entered into an Agreement with CONTRACTOR for services on February 25, 2010, and the parties agree to amend that Agreement as follows:

1.	Services: <input type="checkbox"/> The scope of work is <u>unchanged</u> . <input checked="" type="checkbox"/> The scope of work has <u>changed</u> . If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u> The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide revised details of the temporary handicap parking space in front of the school by the City of Oakland.</u>
2.	Terms (duration): <input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> . <input type="checkbox"/> The term of the contract has <u>changed</u> . If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____ <u>30</u>
3.	Compensation: <input type="checkbox"/> The contract price is <u>unchanged</u> . <input checked="" type="checkbox"/> The contract price has <u>changed</u> . If the compensation is changed: The contract price is amended by <input checked="" type="checkbox"/> Increase of \$8,500.00 to original contract amount <input type="checkbox"/> Decrease of \$ _____ to original contract amount and the new contract total is <u>One million, five hundred thirty two thousand, two hundred fifty dollars and no cents (\$1,532,250.00)</u>

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
1	8-20-2010	The scope of the project is to provide additional design and reengineering of electrical, plumbing, fire alarm for the new arrangement of the five existing portables	\$80,000.00
2	5-11-2011	The scope of the project is to provide additional funding for additional site work beyond original scope of the project including a bio-retention area and upper parking lot improvements, Construction Administration services for the relocation of the existing portables; phasing of infrastructure improvements and increased size of the multipurpose room.	\$72,300.00
3	5-5-11	The scope of the project is to provide additional Architectural services to revise the current foundation design per recommendation received from PSI. Amendment No. 3 includes costs associated with coordinating Kam Yari & Associates incorporating these changes into the revised drawings for back-check by Division of State Architect.	\$20,000.00

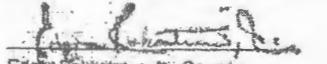
6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee

OAKLAND UNIFIED SCHOOL DISTRICT

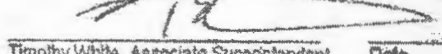
CONTRACTOR


Jody London, President, Board of Education 12/12/12
Date


Contractor Signature 11/2/12
Date


Edgar Rakstraw, Jr., Secretary
Board of Education 12/12/12
Date

Robert Brown, President
Print Name, Title


Timothy White, Associate Superintendent
Facilities, Planning and Management
Date


File ID Number: 12-3035
Introduction Date: 12-12-12
Enactment Number: 12-3000
Enactment Date: 12-12-12
By: 

EXHIBIT "A" Scope of Work

Contractor Name:

Billing Rate: Eight thousand, five hundred dollars and no cents [\$8,500.00]

- 1. **Description of Services to be Provided**
Revise the details of the temporary handicap parking space in front of the school.
- 2. **Specific Outcomes:**
Provide handicap parking as detailed by the City of Oakland.
- 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 type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at www.oepis.gov/oepis/search.do.

Susie Butler-Berkley 11-13-2012
Susie Butler-Berkley
Contract Analyst

EXHIBIT A

22 September 2012

Mr. John Esposito
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601

SUBJECT: Additional Services Fee Proposal 5-
Montclair Elementary School
Project No. 07050
New Classroom/Multi-Purpose Building/Cafeteria
Miscellaneous additional services

VIA: [email john.esposito@ousd.k12.ca.us](mailto:john.esposito@ousd.k12.ca.us)

Dear John:

As discussed, I am writing to propose fees for Additional Services for the Montclair Elementary School New Classroom/Multi-Purpose Building/Cafeteria.

These Additional Services were incurred as follows:

- The temporary accessible parking space required substantially more time to coordinate with the City of Oakland than could have been expected. The City required additional drawings, multiple revisions, and numerous meetings to coordinate processing of its approval. Specifically, additional efforts included:
 - o Engineered drawings which were provided by our Civil Engineering subconsultant, BKF.
 - o Coordination with BKF.
 - o Numerous meetings and phone calls with City of Oakland staff, and numerous sketches exploring alternative configurations.

Compensation for the services described in this proposed Addendum to our overall agreement will be as follows. Fees quoted herein are in addition to all fees noted in the overall agreement and in prior Additional Service Proposals.

- Temporary Parking Space
 - Architectural \$ 5,000.00
 - Civil Engineering (BKF) \$ 3,500.00

Terms and conditions are assumed to be in conformance with the Professional Services Agreement for the overall project, dated January 19, 2010, unless noted otherwise herein.

Please let me know if you have any questions or need additional information.

Sincerely,



Robert Baum, AIA
CA License No. C12094

gouldevans

Amendment No. 3

Board Office Use: Legislative File Info.	
File ID Number	11-2603
Committee	Facilities
Introduction Date	10-4-2011
Enactment Number	11-2224 B
Enactment Date	10-12-11



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date October 12, 2011

Subject Amendment No. 3 - Gould Evans Baum Thornley - Montclair New Classroom Building/New Classroom Portables Project

Action Requested Approval by Board of Education of Amendment No. 3 with - Gould Evans Baum Thornley for Additional Architectural Services on behalf of the District for the Montclair New Classroom Building/New Classroom Portables Project, increasing the contract by a not to exceed amount of \$29,000.00 increasing previous contract amount from \$1,494,750.00 to a not to exceed amount of \$1,523,750.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The originally designed deep foundation system was based on earlier recommendations by PSI due to the high potential for differential settlement during an earthquake. The amended soils report determined the potential of differential settlement is much less than originally documented. The foundation system is to be redesigned with a shallow footing, which will result in a substantial cost savings to the District.

Local Business Participation Percentage 23.70%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



OAKLAND UNIFIED SCHOOL DISTRICT

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

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

Recommendation

Approval by Board of Education of Amendment No. 3 with - Gould Evans Baum Thornley for Additional Architectural Services on behalf of the District for the Montclair New Classroom Building/New Classroom Portables Project, increasing the contract by a not to exceed amount of \$29,000.00 increasing previous contract amount from \$1,494,750.00 to a not to exceed amount of \$1,523,750.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding source for this project is General Obligation Bond-Measure B.

Attachments

- Professional Services Contract including scope of work

Key Code:

1439901811-6215



AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Gould, Evans, Baum, Thornley**. OUSD entered into an Agreement with CONTRACTOR for services on **February 25, 2010** and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional Architectural services to revise the current foundation design per recommendation received from PSI. Amendment No. 3 includes costs associated with coordinating Kam Yan & Associates incorporating these changes into the revised drawings for back-check by Division of State Architect.</u></p>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$29,000.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$_____ to original contract amount</p> <p>and the new contract total is One million, five hundred twenty-three thousand, seven hundred fifty dollars and no cents (\$1,523,750.00)</p>		

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

5. Amendment History:

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	8-20-2010	The scope of the project is to provide additional design and reengineering of electrical, plumbing, fire alarm for the new arrangement of the five existing portables	\$60,000.00
2	5-11-2011	The scope of the project is to provide additional funding for additional site work beyond original scope of the project; including a bio-retention area and upper parking lot improvements, Construction Administration services for the relocation of the existing portables; phasing of infrastructure improvements and increased size of the multipurpose room.	\$78,300.00

RECEIVED
94601

- 6 - 7 54

PLANNING
DEPARTMENT

Contract No. _____

P.O. No. _____

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

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature] 11/12/11
 Date

President, Board of Education
[Signature] 10/13/11
 Date
 Edgar Rakestraw, Jr., Secretary
 Board of Education

[Signature] _____
 Date
 Timothy White, Assistant Superintendent
 Facilities, Planning and Management

CONTRACTOR

[Signature] 9/2/11
 Contractor Signature Date

ROBERT BAUM, PRINCIPAL
 Print Name, Title

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: Gould Evans Baum Thornley

Billing Rate: Twenty-nine thousand dollars and no cents (\$29,000.00)

Description of Services to be Provided

1. Goals or Objectives

Additional architectural services

2. Description of Services to be Provided

The scope of the project is to provide additional Architectural services to revise the current foundation design per recommendation received from PSI. Amendment No. 3 includes costs associated with coordinating Kam Yan & Associates incorporating these changes into the revised drawings for back-check by Division of State Architect.

3. Deliverables

Modify plans

Amendment No. 2

Board Office Use: Legislative File Info.	
File ID Number	11-0963
Committee	Facilities
Introduction Date	5-3-2011
Enactment Number	11-0824
Enactment Date	5-11-11



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date May 11, 2011

Subject Amendment No. 2 - Gould Evans Baum Thornley - Montclair New Classroom Building/New Classroom Portables Project

Action Requested Approval by Board of Education of Amendment No. 2 with - Gould Evans Baum Thornley for Additional Architectural Services on behalf of the District for the Montclair New Classroom Building/New Classroom Portables Project, increasing the contract by a not to exceed amount of \$78,300.00 increasing previous contract amount from \$1,416,450.00 to a not to exceed amount of \$1,494,750.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Bioretention area added for treatment of storm water run-off. Parking lot improvements addressed accessible parking spaces and bicycle parking, safety concerns, ponding/erosion problems. C.A. services were specifically excluded in Gould Evans initial proposal. Phase of infrastructure was undefined when the professional services agreement was finalized. Increased size of the multipurpose room required additional analysis of the mechanical, structural and seismic design

Local Business Participation Percentage 23.70%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety,



OAKLAND UNIFIED
SCHOOL DISTRICT

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

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

Recommendation

Approval by Board of Education of Amendment No. 2 with - Gould Evans Baum Thornley for Additional Architectural Services on behalf of the District for the Montclair New Classroom Building/New Classroom Portables Project, increasing the contract by a not to exceed amount of \$78,300.00 increasing previous contract amount from \$1,416,450.00 to a not to exceed amount of \$1,494,750.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding source for this project is General Obligation Bond-Measure B.

Attachments

- Professional Services Contract including scope of work

Key Code:

1439901811-6215



OAKLAND UNIFIED SCHOOL DISTRICT

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Gould, Evans, Baum, Thornley**. OUSD entered into an Agreement with CONTRACTOR for services on **February 25, 2010** and the parties agree to amend that Agreement as follows:

1. Services: The scope of work is unchanged. The scope of work has changed.

If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.

The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide additional funding for additional site work beyond original scope of the project; including a bio-retention area and upper parking lot improvements. Construction Administration services for the relocation of the existing portables; phasing of infrastructure improvements and increased size of the multipurpose room.

2. Terms (duration): The term of the contract is unchanged. The term of the contract has changed.

If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.

3. Compensation: The contract price is unchanged. The contract price has changed.

If the compensation is changed: The contract price is amended by

Increase of \$78,300.00 to original contract amount

Decrease of \$ _____ to original contract amount

and the new contract total is **One million, four hundred ninety-four thousand, seven hundred fifty dollars and no cents (\$1,494,750.00).**

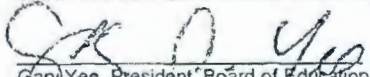
- 4. Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.
- 5. Amendment History:**

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


No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	8-20-2010	The scope of the project is to provide additional design and reengineering of electrical, plumbing, fire alarm for the new arrangement of the five existing portables	\$60,000.00

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

OAKLAND UNIFIED SCHOOL DISTRICT


 Gary Yee, President, Board of Education Date: 5/12/11


 Edgar Rakestraw, Jr., Secretary
 Board of Education Date: 5/12/11


 Timothy White, Assistant Superintendent
 Facilities, Planning and Management Date: 5/12/11

CONTRACTOR


 Contractor Signature Date: 4/15/11

ROBERT BAUM, President
 Print Name, Title

TIES PLANNING
 MANAGEMENT
 DEPARTMENT

Legislative File

File ID Number: 11-0963
 Introduction: 5-3-11
 Enactment Number: 11-0829
 Enactment Date: 5-11-11

Contract No. _____

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: Gould Evans Baum Thornley

Billing Rate: Seventy-eight thousand, three hundred dollars and no cents (\$78,300.00)

Description of Services to be Provided

1. Goals or Objectives

Additional architectural services

2. Description of Services to be Provided

The scope of the project is to provide additional funding for additional site work beyond original scope of the project; including a bio-retention area and upper parking lot improvements, Construction Administration services for the relocation of the existing portables; phasing of infrastructure improvements and increased size of the multipurpose room.

3. Deliverables

Modified plans

Amendment No. 1

Board Office Use: Legislative File Info.	
File ID Number	10-1852
Committee	Facilities
Introduction Date	8-3-2010
Enactment Number	10-7429
Enactment Date	8-11-10



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date August 11, 2010

Subject Amendment No. 1 - Gould Evans Baum Thornley - Montclair New Classroom Building/New Classroom Portables Project

Action Requested Approval by Board of Education of Amendment No. 1 with - Gould Evans Baum Thornley for Additional Architectural Services on behalf of the District for the Montclair New Classroom Building/New Classroom Portables Project, increasing the contract by a not to exceed amount of \$60,000.00 increasing previous contract amount from \$1,356,450.00 to a not to exceed amount of \$1,416,450.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Final design was dependent on the final location of the new two story building, PG&E's report of the existing services to the campus and a decision by the electrical engineer for the final electrical design

Local Business Participation Percentage 23.70%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland



OAKLAND UNIFIED SCHOOL DISTRICT

Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

Approval by Board of Education of Amendment No. 1 with - Gould Evans Baum Thornley for Additional Architectural Services on behalf of the District for the Montclair New Classroom Building/New Classroom Portables Project, increasing the contract by a not to exceed amount of \$60,000.00 increasing previous contract amount from \$1,356,450.00 to a not to exceed amount of \$1,416,450.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

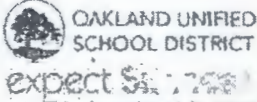
The funding source for this project is General Obligation Bond-Measure B.

Attachments

- Professional Services Contract including scope of work

Key Code:

1439901811-6215



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Gould, Evans, Baum, Thornley. OUSD entered into an Agreement with CONTRACTOR for services on February 25, 2010 and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>		
The CONTRACTOR agrees to provide the following amended services. <u>The scope of the project is to provide additional design and reengineering of electrical, plumbing, fire alarm for the new arrangement of the five existing portables, two new portables, demolition of two existing portables and cafeteria, and repiping of four existing portables.</u>		

2. Terms (duration): The term of the contract is unchanged. The term of the contract has changed.
 If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.
3. Compensation: The contract price is unchanged. The contract price has changed.
 If the compensation is changed: The contract price is amended by
 Increase of \$60,000.00 to original contract amount
 Decrease of \$_____ to original contract amount
 and the new contract total is One million, four hundred sixteen thousand, four hundred fifty dollars (\$1,416,450.00)

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

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

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

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

<p>OAKLAND UNIFIED SCHOOL DISTRICT</p> <p><u>Gary Yee</u> Gary Yee, President, Board of Education Date: <u>8/12/10</u></p> <p><u>Edgar Rakestraw, Jr.</u> Edgar Rakestraw, Jr., Secretary Board of Education Date: <u>8/12/10</u></p> <p><u>Timothy White</u> Timothy White, Assistant Superintendent Facilities, Planning and Management Date: _____</p>	<p>CONTRACTOR</p> <p><u>Robert Baum</u> Contractor Signature Date: <u>6/23/10</u></p> <p><u>ROBERT BAUM, PRINCIPAL</u> Print Name, Title GOULD EVANS BAUM THORLEY Date: _____</p> <p style="text-align: center;">DEPARTMENT PLANNING</p>	<p>LEGISLATIVE FILE</p> <p>File ID No. <u>10-1152</u> Introduction Date <u>8-3-10</u> Enactment No. <u>10-1429</u> Enactment Date <u>8-11-10</u></p> <p style="text-align: right; font-size: 2em;">38</p>
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1109-0250
2.01

10 May 2010

50.14 Evans Drive Thornley, Inc.
955 High Street
San Francisco, CA 94103

415.553.1411 voice
415.502.1471 fax
usa.duvans.com

Mr. John Esposito
Senior Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601


BAUM THORNLEY

SUBJECT: Addendum Fee Proposal – Montclair Elementary School
Project No. 07050
New Classroom/Multi Purpose Building/Cafeteria
Installation of portables

VIA: email john.esposito@cusd.k12.ca.us

Dear John:

I am writing to propose fees for the installation of the portables at Montclair Elementary School. The layout for the portables will be as shown on the Interim Plan, Sheet A1.2, Phasing Plans, dated 03-18-10, which was included in our Schematic Design submittal. It is assumed that this work will constitute an addendum to the Professional Services Agreement for the overall project, dated January 19, 2010.

Services will include:

- Preparation of drawings sufficient for review by DSA. These will include:
 - Architectural
 - Civil
 - Electrical
 - Plumbing
- Incorporation of drawings prepared (under separate contract) by the portables-provider, into the DSA review set.
- Incorporation of drawings prepared by Schirmer Engineering for the connection to the existing campus fire alarm system, into the DSA review set.
- Submittal of drawings to DSA and participation in the over-the-counter review process.
- Revisions as necessary to secure DSA approval.

Construction Administration services for the installation of the portables are not included.

It is assumed that the portables will initially be connected to the existing fire alarm system, and during the construction of the new building, connected to the upgraded fire alarm system. It is further assumed that fees included for Schirmer Engineering in the overall agreement will cover their work on the portables.

Terms and conditions are assumed to be in conformance with the Professional Services Agreement for the overall project, dated January 19, 2010, unless noted otherwise herein.

Compensation for the services described in this proposed Addendum to our overall agreement will be as follows. Fees quoted herein are in addition to all fees noted in the overall agreement.

- Architectural A Fixed Fee of \$30,000.
 - Civil A Fixed Fee of \$7,500.
 - Electrical A Fixed Fee of \$20,000.
 - Plumbing A Fixed Fee of \$2,500.
- } \$60,000

It is assumed that Schirmer's services, as contained in the Professional Services Agreement for the overall project, include production of the drawings for the installation of the portables.

Services and fees for the installation of the portables will constitute a single phase of work. They will not be broken down according to the District's typical percentages for payment of fees by phase.

Please let me know if you have any questions or need additional information. We can begin this work immediately.

Sincerely,

Robert Baum, AIA
CA License No. C12094



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

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

Contractor Information							
Contractor Name	Gould Evans Baum Thornley	Agency's Contact	Bob Baum				
OUSD Vendor ID #	V059319	Title	Project Manager				
Street Address	95 Brady Street	City	San Francisco	State	CA	Zip	94103
Telephone	415-503-1411	Policy Expires	9-10-2011				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
OUSD Project #	07050						

Term			
Date Work Will Begin	2-25-2010	Date Work Will End By (not more than 5 years from start date)	10-20-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$1,494,750.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 78,300.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	1439901811	6215	\$78,300.00
				\$

Approval and Routing (in order of approval steps)						
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.						
1.	Division Head	Charles Love	Phone	510-879-8389	Fax	510-879-3673
	Capital Program Contract & Accounting Manager					
2.	Signature			Date Approved	4-19-11	
	General Counsel, Department of Facilities Planning and Management					
3.	Signature			Date Approved		
	Assistant Superintendent, Facilities Planning and Management					
4.	Signature			Date Approved		
	President, Board of Education					


Original Contract

LEGISLATIVE FILE

File ID No. 10-0267
Introduction Date 2-17-2010
Enactment No. 10-0358
Enactment Date 2-24-10
By [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
February 24, 2010

To: Board of Education

From: Tony Smith, Ed.D., Superintendent 
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services

Subject: Agreement for Professional Services - Gould Evans Baum Thornley -Montclair New Classroom Building New Classroom Portables Project

ACTION REQUESTED

Approval by the Board of Education of a Professional Services Agreement between District and Gould Evans Baum Thornley for Architect and Engineering Services at Montclair New Classroom Building New Classroom Portables Project in an amount not to exceed \$1,356,450.00. The term of this Agreement shall commence on February 25, 2010 and shall conclude upon completion of the desired services described herein, but no later than October 20, 2014.

BACKGROUND

The new building on the Montclair school site will replace the existing cafeteria building and four portables.

STRATEGIC ALIGNMENT

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

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

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

DISCUSSION

The scope of the project is to provide design of ten classrooms, assembly room building including sitework and repaving of the existing play ground at the Montclair New Classroom Building Project. The attached proposal is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.

FISCAL IMPACT

The funding source for this project is General Obligation Bond-Measure B.

LOCAL BUSINESS PARTICIPATION PERCENTAGE

23.7%

RECOMMENDATION

Approval by the Board of Education of a Professional Services Agreement between District and Gould Evans Baum Thomley for Architect and Engineering Services at Montclair New Classroom Building New Classroom Portables Project in an amount not to exceed \$1,356,450.00. The term of this Agreement shall commence on February 25, 2010 and shall conclude upon completion of the desired services described herein, but no later than October 20, 2014.

Key code: 1439901810-6215

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

GOULD EVANS BAUM THORNLEY

FOR

Architectural and Engineering Services
Montclair New Classroom Building New Classroom Portables Project
Project No. 07050

OAKLAND UNIFIED SCHOOL DISTRICT

January 19, 2010

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AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement between OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94601 (hereafter "District") and Gould Evans Baum Thornley, 95 Brady Street, San Francisco, CA 94103 (hereinafter "Consultant").

RECITALS

WHEREAS, this Agreement sets forth the terms and conditions under which the District shall obtain and Consultant will provide professional Architectural and Engineering services for Montclair New Classroom Building New Classroom Portables Project.

WHEREAS, Consultant was selected by means of the District's consultant selection process, represents itself as having the requisite qualifications, and desires to provide the professional services required;

Now, THEREFORE, the District and Consultant agree as follows:

1 Definitions

1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

1.1.1 Agreement: This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to:

1.1.1.1 Appendix A, Scope of the Work, Scope of Services, Additional Services

1.1.1.2 Appendix B, Compensation, Payment, Reimbursable Expenses

1.1.1.3 Appendix C, Project Schedule, Project Budget, Statement of Confidentiality

1.1.1.4 Appendix D, Consultant's Billing Rates and Direct Costs

1.1.2 Work: The entirety of the work to be done in providing the District with the architectural consulting services described in this Agreement for the work, pursuant to the terms and conditions of this Agreement.

2 Term of the Agreement

2.1 The term of this Agreement shall commence on February 25, 2010 and shall conclude upon completion of the desired services described herein, but no later than October 20, 2014.

3 Services Consultant Agrees to Perform

3.1 Consultant must achieve the Work described in Appendix A, attached hereto and incorporated by reference as though fully set forth herein. Unless specifically excepted, the Consultant shall complete all services required by this Agreement, as set forth in Appendix A and all work of each activity within the times specified.

3.2 The Consultant shall keep District informed of its progress performing the Work. If Consultant anticipates exceeding the durations in the Schedule, it shall immediately inform the District in writing. Should the progress of the Work under this Agreement at any time fall behind schedule due to conditions not beyond the control of Consultant, Consultant shall be required to apply such

additional resources as necessary to bring progress of the Work under this Agreement back on schedule.

4 Compensation

- 4.1 Upon written approval of each of Consultant's invoices by District's project manager, compensation shall be due Consultant according to the Compensation Schedule established in Appendix B.
- 4.2 District shall have no obligation to pay Consultant for charges incurred or payments due Consultant for any payment period until District receives from Consultant the deliverables required for that payment period and accepts them as complying with this Agreement. Consultant shall submit invoices in the form and manner required by the District. All amounts paid by District to Consultant shall be subject to audit by District.
- 4.3 Final payment will be made when all Work required under this Agreement has been completed and Consultant has transmitted all deliverables to the District. The final payment will include the final month's payment, plus any retention withheld from previous payments for deficient work corrected in the final submittal, less any amounts which may be determined due District because of Consultant's negligent errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages.

5 Taxes

- 5.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Consultant.

6 Qualified Personnel

- 6.1 Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant agrees that any studies or analysis included in the Work shall be performed or prepared by principals-in-charge, or supervised by principals-in-charge, and that principals-in-charge shall be in "responsible charge" of the work. Such principals-in-charge shall sign all applicable documents and other items as required.

7 Standard of Care

- 7.1 Consultant represents that it is qualified to perform the Work and that it possesses the necessary licenses and/or permits required to perform the Work. Consultant represents that it is knowledgeable in preparing the required documents for this type and scope of project.
- 7.2 The granting of any progress payment by District, or the receipt thereof by Consultant, or any review, approval or oral statement by any representative of District shall in no way waive or limit the representations and obligations in this section or lessen the liability of Consultant to re-perform or replace unsatisfactory Work. Nothing in this section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

8. Indemnification and General Liability

- 8.1 Consultant shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of Consultant or any person employed or agent engaged by Consultant.
- 8.2 Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, defend, and hold harmless District, its directors, officers, agents, employees, and representatives from and against any and all demands, claims, loss, liability costs and damages (whether in contract, tort or strict liability) incurred by District, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) incurred by District, or any other person, to the proportionate extent that it is alleged to have arisen out of or arises out of or is in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract. The indemnity and save harmless agreements expressed in this Section 8 shall not apply to the extent that doing so violates the provisions of Section 2782 of the California Civil Code.
- 8.3 Consultant shall place in its sub-consulting agreements and cause its sub-consultants to agree to indemnities and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.

9. Liability of District

- 9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. To the furthest extent permitted by law, and 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.
- 9.2 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 any of its employees, even though such equipment be furnished, rented or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above.

10. Independent Contractor; Payment of Taxes and Other Expenses

- 10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between District and Consultant.

11. Insurance

- 11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage's:
- 11.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
 - 11.1.2 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for said self-insurance.
 - 11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting there from) and damage to property resulting from Consultant's or subcontractor's or sub-consultant's operations.
 - 11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
 - 11.1.5 Professional Liability Insurance with limits not less than \$1,000,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.
- 11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
- 11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
 - 11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:
- Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning & Management
955 High Street
Oakland, California 94601
- 11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a

claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

- 11.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 11.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder.
- 11.7 District may, at its sole option, terminate this Agreement immediately, without notice to Consultant and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. Consultant shall be responsible for any and all uninsured losses.
- 11.8 If Consultant is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:
 - 11.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

12 Suspension of Work

- 12.1 District may, without cause, order Consultant, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to Consultant of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.

13 Termination of Agreement for Cause

- 13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement or may fail to complete the Work as required by this Agreement, District may terminate the Consultant contract upon seven days written notice to the Consultant. The District may request from Consultant written assurances of performance and a written plan to correct observed deficiencies in Consultant's performance if written notice of the same is provided by District. Failure to provide written assurances, may, in District's discretion, constitute grounds to declare a default under this Agreement.
- 13.2 In the event of termination by District for cause

13.2.1 District shall compensate Consultant for the value of the Work delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back-charges, but District shall not compensate Consultant for its costs in terminating the Work or any cancellation charges owed to third parties;

13.2.2 Consultant shall deliver to District possession of the Work in its then condition, including but not limited to, all designs, engineering, Plan and Project records, cost data of all types, drawings and specifications and contracts with vendors and subcontractor or sub-consultants, and all other documentation associated with the work, and all supplies and aids dedicated solely to performing Work which, in the normal course of the Work.

14 Termination of Agreement for Convenience

14.1 District may terminate performance of the Work under the Agreement in accordance with this Paragraph in whole, or from time to time in part, whenever District shall determine that termination is in the best interest of District. Termination shall be effected by delivery to Consultant of notice of termination specifying the extent to which performance of the Work under the Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than seven (7) calendar days from the date the notice of termination is delivered. Consultant shall be compensated for professional services rendered to the effective date of termination for convenience. Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant or subcontractor (or sub-consultants) after receipt of a notice of termination.

15 Proprietary or Confidential Information of District

Consultant understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information, which may be owned or controlled by District, and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement, and shall sign the Statement of Confidentiality included herein as part of Appendix C.

16 Notices to the Parties

All notices to be given by the parties hereto shall be in writing and effective when served by depositing it in the United States Post Office, postage prepaid and addressed as follows:

To District: Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning & Management
955 High Street
Oakland, California 94601

To Consultant: Bob Baum
Gould Evans Baum Thornley
95 Brady Street
San Francisco, CA 94103

17 Ownership of Results/Works for Hire

17.1 Any interest of Consultant or its subcontractors or sub-consultants, in plans, studies, reports, memoranda, computational sheets or other documents prepared by Consultant or its subcontractors or sub-consultants in connection with services to be performed under this Agreement shall become the property of District pursuant to California Education Code Section 39159. Consultant may, however, retain one copy for its files.

18 Audit and Inspection of Records

18.1 Consultant shall maintain all calculations, cost analysis or estimates, quantity takeoffs, statements of construction costs, schedules and all correspondence, internal memoranda, papers, writings, and documents of any sort prepared by or furnished to Consultant during the course of performing the Work, for a period of at least five years following final completion and acceptance of the Plan.

19 Subcontracting/Assignment/Interest

19.1 Consultant has not specified the use of any sub-consultants and subcontractors in the performance of the Work under this Agreement.

19.2 Except as provided in Paragraph 19.1, Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is approved by District in a written instrument executed and approved in the same manner as this Agreement. Consultant shall not substitute subcontractors or sub-consultants unless approved by written instrument executed and approved in the same manner as this Agreement.

20 Compliance with Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement. Consultant shall not discriminate in its employment and hiring practices because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in California Government Code Section 12940.

21 Disputes

21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's Project Manager and a principal of the Consultant, who shall make a good faith effort to resolve the matter. Consultant shall continue its Work throughout the course of any and all disputes. Nothing in this Paragraph shall allow Consultant to discontinue work during the course of any dispute and Consultant's failure to continue work during any and all disputes shall be considered a material breach of this Agreement. Consultant also agrees that should Consultant discontinue work due to a dispute or disputes, District may terminate this Agreement.

21.2 As a precondition to litigation, the parties must first participate in non-binding mediation pursuant to the mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified mediators.

22 This Agreement shall be deemed to have been executed in Alameda County. The laws of the State of California, excluding its conflict of laws rules, shall govern the formation, interpretation and performance

of this Agreement. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.

22.1 Four copies of this Agreement shall be executed. Three copies shall be retained by District and one copy shall be given to the Consultant.

23 Compliance With Laws

23.1 Consultant shall comply with all applicable laws in the performance of the Work, which are in effect at the time the Consultant is performing its Work, regardless of whether such laws are specifically stated in this Agreement. Consultant further agrees that, consistent with the Standard of care set forth herein, the plans, drawings, specifications, designs and any other product of its services will comply with that standard of care in their compliance with the applicable laws and Codes.

24 Entire Agreement, Modifications of Agreement

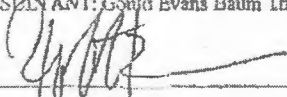
24.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement.

24.2 The District may, at any time, by written order, make changes within the scope of the work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Appendix B, or in the time of required performance as forth in Appendix C, or both. In the event that Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the District prior to the time that Consultant performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in written supplement to the Agreement prior to implementation of such changes. Changes in the work made pursuant to this Article and extensions of time necessary by reason thereof shall not in any way release the performance standards required of Consultant pursuant to the terms of this Agreement.

24.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and the Consultant.

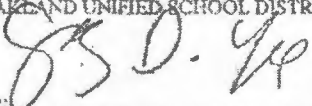
IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this agreement.

CONSULTANT: Gould Evans Baum Thornley

By: 
Title: PRINCIPAL

Dated: 1/29/10

OAKLAND UNIFIED SCHOOL DISTRICT

By: 
Gary Yee, President, Board of Education

Dated: 2/25/10

By: 
Edgar Rakström, Jr., District Secretary

Dated: 2/25/10

By: 
Timothy E. White,
Assistant Superintendent of Facilities, Planning and Management,
Buildings & Grounds and Custodial Services

Approved as to form:

Cate Boskoff, Facilities Counsel

Dated: 2-4-10

- Attachments: Appendix A
Appendix B
Appendix C
Appendix D

Consultant: Gould Evans Baum Thornley
School: Montclair Elementary School
Funding: General Obligation Bond-Measure B

APPENDIX A

Scope of Services:

Consultant will provide professional architectural and engineering services pertaining to Montclair New Classroom Building New Classroom Portables Project.

1. Design of a ten classroom
2. Assembly room building including site work
3. Repaving of the existing play ground

Scope of Work:

1. SCOPE OF WORK:

- 1.1 Project shall be developed and designed to meet the current professional standards regarding interpretation of all applicable and most current codes, laws, regulations and professional standards.
- 1.2 Consultant shall not, unless otherwise permitted in writing by District, propose or recommend any design, which has the effect of shifting design responsibilities from Consultant to contractor (or any other entity) through performance specifications or any other means. Performance specifications will be allowed only when necessary to preclude single vendor sources.
- 1.3 Consultant shall not, unless otherwise permitted in writing by District, specify unique, innovative, proprietary or sole source equipment, systems or materials.
- 1.4 Consultant design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA. Consultant shall meet with representatives of the District's operations and maintenance personnel to review, comment and participate in Consultant's design. The Consultant shall exercise its professional judgment respecting all ultimate design decisions.
- 1.5 Initial Planning Phase (New Construction/Additions only):
 - 1.5.1 Assist District in the preparation of architectural programming for the Project to define scope, size, cost, space relationship and site development, as requested by District.
 - 1.5.2 Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.
 - 1.5.3 Consultant shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line.
 - 1.5.4 Consultant shall advise District in securing easements, encroachment permits, right of ways, dedications, infrastructures, and road improvements and coordinating with utilities and adjacent property owners.
- 1.6 Schematic Design Phase:
 - 1.6.1 Consultant shall review any diagrammatic program guidelines furnished by the District to ascertain the requirements of the Project, shall review the understanding of such requirements with the District and shall finalize the program and scope of work with the District and school site representative.

- 1.6.2 Consultant shall prepare schematic design studies and site utilization plans leading to a recommended solution based on meetings with site personnel and District project manager.
- 1.6.3 Consultant shall research, assemble, review and supplement information for Project including, but not limited to, field measurements as required to verify existing drawing information or ADA compliance reports, existing design data, existing structural capabilities as it pertains to scope of work, existing mechanical capabilities, and existing electrical capacities.
- 1.6.4 Consultant shall prepare preliminary plans, schematic drawings, and phasing plans showing the scale and relationship of the components of the Project. Consultant shall prepare the plot plan development of the site and the proposed architectural concept of the buildings, incorporating the educational program and the functional requirements of the District. Such drawings and plans shall meet the requirements of the State Department of Education regulations and guidelines, and shall be prepared in such form as may be submitted to the State Department of Education for approval. Such drawings and plans shall show in single-line drawings all rooms incorporated in each building in the Project, and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project.
- 1.6.5 If directed by the District at the time of approval of modernization documents, the documents shall be prepared so that portions of the Project may be performed under separate modernization contract, or so that modernization of certain buildings, facilities, or other portions of the Project may be deferred. The District recognizes that there are additional costs incurred by the creation of separate document packages. Consultant and District agree to negotiate in good faith a fair and reasonable compensation to the Consultant if District selects to have documents prepared so that portions of the Project may be performed under separate modernization contract or deferred as described in this section.
- 1.6.6 Consultant shall submit a preliminary cost estimate, in the format required by the District, which shall verify that the proposed scope of work is within the approved budget. If Consultant perceives site considerations, which render the Project cost prohibitive, Consultant shall disclose such conditions in writing to District immediately.
- 1.6.7 The District shall provide the Consultant with record drawings ("as built drawings") and surveys in its possession to assist the Consultant in determining the proper location of all improvements on existing sites. Consultant shall verify the accuracy of such information and as-built drawings by means of a thorough interior and exterior visual survey of the site conditions, including the roofs of buildings where work on roofs is to occur.
- 1.7 **Design Development Phase:**
- 1.7.1 Upon approval by the District of the services set forth in Paragraph 1.6 above, Consultant shall prepare design development documents consisting of site plans, floor plans, elevations, and any other documents and drawings sufficient to fix and describe the size and character of the Project's materials, quantities, categories of work, structural systems, mechanical systems, electrical systems, types and makeup of materials, and outline specifications.
- 1.7.2 Consultant shall prepare an updated estimate of probable construction costs, containing detail consistent with the design development documents and containing a breakdown based on types of materials and specifications identified in the design development documents.
- 1.7.3 Consultant shall prepare a timetable for completion of the Project.
- 1.7.4 Consultant shall use its best professional efforts to interpret applicable ADA requirements and California law to inform District of any inconsistencies between federal and state accessibility regulations and of requirements which are subject to conflicting interpretations of law.

- 1.7.5 Consultant shall be required to attend meetings with the project team, consisting of the principal, District project manager, site committee, community and others as designated by the District to finalize design intent and desires of the District.
 - 1.7.6 Consultant may be required to attend meetings of the School Board, as required by District.
 - 1.7.7 Consultant shall provide a color schedule of all materials and selections of textures, finishes, and other matters requiring an aesthetic decision at this phase of the Project for District's review and approval.
- 1.8 Construction Documents Phase:
- 1.8.1 Upon approval by the District of the services set forth in Paragraph 1.7 above, Consultant shall prepare such complete working drawings and specifications as are necessary for obtaining complete bids and for efficient and thorough execution of the Work. The final working drawings and specifications shall set forth in detail the work to be done, materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical and electrical systems and utility service connection equipment and site work.
 - 1.8.2 District shall specify the final construction budget at the commencement of the construction documents phase. Should it become evident that the total construction cost will exceed the construction budget, Consultant shall at once present a statement in writing to District setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.
 - 1.8.3 Consultant shall recommend alternates to reasonably provide competitive bids and phasing plans to accommodate facilities occupied during the construction phase.
 - 1.8.4 Final working drawings and specifications must be in such a form as will enable Consultant and District to secure the required permits and approvals from the Division of the State Architect and for the District to obtain, by competitive bidding, a responsive and responsible bid. The final working drawings shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Consultant.
 - 1.8.5 District shall review, study and check final working drawings and specifications presented to it by Consultant. Consultant shall make all District-requested changes, additions, deletions, and corrections in the final working drawings and specifications so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval. Changes shall be made at no additional cost to District unless such changes are inconsistent with previous written direction provided by the District, as evidenced by written documentation from the District showing such inconsistency. Consultant shall bring any such conflicts and/or inconsistencies to the attention of the District by a writing to such effect.
 - 1.8.6 Consultant shall provide copies of final working drawings and specifications as required by federal, state, regional and local agencies concerned with the Project, including the State Department of Education and the Division of the State Architect.
 - 1.8.7 Consultant shall apply for and obtain required approvals from the Division of the State Architect and all other applicable governmental agencies, and shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities. Consultant shall cause drawings and specifications to conform to applicable requirements of law -- local, regional, and state -- and to the requirements of the State Department of Education and Division of the State Architect with regard to structural safety, earthquake safety, fire/life safety, and access compliance. Consultant shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval.
- 1.9 Bid Phase:
- 1.9.1 If so required by District, Consultant shall assist District in completion of construction bid documents, including, but not limited to, Advertisements for Bids, Information to

Bidders, Bid Forms (including Alternate Bids as requested by District), Bonds, General Conditions, Special Conditions, form of Agreement, Disabled Veteran Business Enterprise preference forms, and/or affirmative action documents, if required, and any other documents reasonably required in order to obtain bids responsive to the specifications. All such documents shall be subject to the approval of the District. At the time of delivery of the completed construction documents, Consultant shall provide District with its final written itemized estimate of probable construction costs.

- 1.9.2 Consultant shall provide one set of reproducible construction documents either to District or to the District's designated alternate location, or Consultant shall distribute plans and specifications and maintain bidders' list as directed by District. All reproduction for Consultant's own purposes, including but not limited to in-house reproduction, reproduction for engineering consultants, and computer drawing/plotting shall be at no additional cost to District.
- 1.9.3 Consultant shall conduct no more than two (2) pre-bid walks with potential bidders.
- 1.9.4 If the lowest responsive bid exceeds the final construction budget by more than ten percent (10%), District may request Consultant to amend the final drawings and specifications and conduct additional pre-bid walks, at no additional expense to District, to re-bid the Project so that bids are within ten percent (10%) of the final construction budget.

1.10 Construction Phase:

- 1.10.1 Observation of the work executed from the construction documents shall be in person by Consultant.
- 1.10.2 Consultant shall provide general administration of the Project as detailed in the scope of services.
- 1.10.3 The construction phase shall commence with the Notice to Proceed to the contractor, and will terminate upon written recommendation by Consultant for final payment on the prime contract, approval by the District that the Project is complete, and with filing of a Notice of Completion with the County Recorder.

2. SCOPE OF SERVICES:

- 2.1 District employs Consultant as an Architect pursuant to Government Code Section 53060 to perform the necessary professional services of this Agreement. Consultant represents that Consultant is fully licensed, qualified and willing to perform the services required by this Agreement, and that it has the special training, skill and expertise necessary to design, supervise the project development and provide contract administration for the construction of the Work. Consultant represents that it will at all times act with the District's best interest in mind. Consultant shall name a specific person who is fully licensed to practice as an architect in the State of California to be the designated Consultant's project manager, subject to the approval of the District. The designated architect shall maintain personal oversight of the project and act as principal contact for all parties involved in the Project. Any change in the designated architect shall be subject to the approval of the District.
- 2.2 Consultant shall have adequate personnel, facilities, equipment and supplies to complete the work of this Agreement.
- 2.3 Consultant shall engage all the appropriate architects, engineers, or other persons qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of all parties engaged by the Consultant for the execution of the Work of this Agreement. Consultant shall notify District of the identity of all parties engaged for the Project prior to the commencement of their work. Consultant shall fully coordinate all architects, engineers and other parties involved in completing the Work. The objective of this

- coordination is to provide a complete, comprehensive and workable design in which the work of Consultant and each of its subconsultants is properly interfaced and coordinated with regard to details and systems.
- 2.4 All engineers, architects and other parties engaged to provide services for this Agreement shall be required to show evidence of a policy of professional liability insurance, if commercially available, meeting the same requirements as those required of Consultant in this Agreement.
 - 2.5 Consultant shall promptly obtain written District approval of assignment and/or reassignment or replacement of such architects, engineers or other parties engaged for the work of this Agreement or of other staff changes of key personnel working on the Project. Any changes in Consultant's Project representatives and staff for the Project shall be subject to the approval of the District.
 - 2.6 All architects, engineers, draftspersons, clerical personnel and others engaged to perform services under this Agreement shall be retained by Consultant at Consultant's sole expense.
 - 2.7 Consultant shall coordinate its work, if required, with the work of the District's separately contracted hazardous materials consultants. Such coordination shall not impose on Consultant any responsibility for the work of the hazardous materials consultant. Consultant shall, however, consider the work of the hazardous materials consultant in development of construction phasing, overall cost estimates, design scope, and product specifications.
 - 2.8 Consultant shall provide District with a copy of all written communications and submittals to third parties regarding the Project.
 - 2.9 **Construction of the Project:** Consultant shall provide general administration of the Construction Documents, including, but not limited to, the following: The Architect's responsibility to Provide Basic Services for the Construction Phase under this agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the Final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, unless extended under other terms of this agreement. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with the consent of the Contractor, which shall not be unreasonable withheld. The Architect shall be a representative and shall advise and consult with the Owner (1) during until the final payment to the contractor is due, and (2) as an Additional Service at the Direction from time to time during the correction period in the Contract for Construction. The Architect shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written agreement.
 - 2.9.1 Attend a pre-construction meeting with all interested parties.
 - 2.9.2 Conduct site visits as often as necessary and appropriate to the stage of construction, but at least one visit per week, to observe the contractor's work for conformance with the plans and specifications and to confirm work is progressing in accordance with the Construction Documents and contractor's schedule.
 - 2.9.3 Conduct site visits to communicate and observe the activities of the Project Inspector, who is mutually acceptable to Consultant and District, and employed by District. Consultant shall direct the Project Inspector and/or contractor and coordinate in the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to underground utility lines.
 - 2.9.4 Cause engineers and other parties engaged for the work to observe the work completed under their disciplines as required, and approve and review all test results for conformance with the original approved documents for their portion of the Work.
 - 2.9.5 Make regular reports as may be required by the applicable federal, state, regional or local agencies.
 - 2.9.6 Attend all construction meetings and provide written reports to the District, as requested, after each construction meeting to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, but no less than one meeting per week unless specifically directed otherwise by the District.

- 2.9.7 Make written reports as necessary to inform District of problems arising during construction, changes contemplated as a result of each such problem, and progress of the work.
- 2.9.8 Keep records of construction progress and time schedules and advise contractor and District of any deviations from the time schedule, which could delay timely completion of the Project.
- 2.9.9 Check and process, in a timely manner, all required material and test reports and report to the Division of the State Architect, the contractor and the District any deficiencies in material as reflected by those reports, with recommendation for correction of such deficiencies.
- 2.9.10 Review and respond in a timely manner, but in no case in excess of ten (10) calendar days, to all schedules, submittals, shop drawings, samples, and other submissions of the contractor for compliance with design and specifications, and to ensure timely completion of the work.
- 2.9.11 Review and respond to all Requests for Information (RFIs) in a timely manner, but in no case in excess of five (5) calendar days.
- 2.9.12 Promptly reject, as confirmed with District, any work or materials, which do not conform to the Construction Documents and notify District in writing of such rejection.
- 2.9.13 Consult with District with regard to substitution of materials, equipment, and laboratory reports thereof prior to the final approval of such substitutions by District in writing.
- 2.9.14 Consultant shall prepare all documents and/or drawings made necessary by errors or omissions on the part of the Consultant or Consultant's subconsultants at no additional cost to District.
- 2.9.15 Evaluate and notify District, in a timely manner and in writing, of any change requests, material change or changes, requested or necessary, in the plans and specifications of the Project. Written notification may be by way of providing District with a copy of such request. Consultant shall not order contractors to make any changes affecting contract price without approval by the District of a written change order request.
- 2.9.16 Examine, verify and approve contractor's monthly application for payment and issue certificates for payment for work and materials approved by the Project Inspector which reflect Consultant's and District's recommendations as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for some other reason.
- 2.9.17 Provide technical direction and interpret Contract Documents for Project Inspectors, conduct a review of the daily inspection reports submitted by Project Inspectors, and issue such recommendations to the District as the evaluation of the report data indicates necessary to insure that all work strictly complies with the requirements of the Contract Documents.
- 2.9.18 Render prompt advice to District on claims, disputes, and other matters in question between the contractor and District relating to the execution or progress of the work or the interpretation of the Contract Documents.
- 2.9.19 Analyze and advise the District as to acceptability of test reports, methods, materials, equipment and systems.
- 2.9.20 In conjunction with District, determine date of completion.
- 2.10 Construction Close-out:
 - 2.10.1 After being notified that the Project is nearing completion, Consultant shall prepare the punchlist(s), incorporating all comments from Project Inspector, principal, and District project manager. Consultant shall participate in the final review of the Project and review completion of punchlist items. Consultant shall notify contractor in writing, with copies to District, that all deficiencies and punchlist items must be corrected prior to acceptance of the Project and final payment.
 - 2.10.2 Review materials assembled by contractor and deliver to District complete written warranties, guarantees, owner's manuals, instruction books, diagrams, record drawings

("as built") and any other materials required from the contractors in accordance with the Contract Documents.

- 2.10.3 Make further review necessary to issue Consultant's Notice of Completion and final certificate for payment.
 - 2.10.4 Cause Consultant's subconsultants to file required documentation with governmental agencies necessary to close out Project.
 - 2.10.5 Assist District in fulfilling requirements of authorities and funding agencies relative to disbursements made under the construction contract for the Project.
 - 2.10.6 Procure permits and coordinate all regulatory authorities as necessary to procure approvals and assure compliance with applicable laws.
 - 2.10.7 Prepare and submit such periodic reports as may be required, including but not limited to Form SSS-6A/E to the Department of General Services, Division of the State Architect.
 - 2.10.8 Prepare and/or furnish all documents necessary for final approval and/or acceptance to the Division of the State Architect. Obtain final Division of State Architect certification of compliance with regulations and/or such other approval or certification as may be normal for the Project as contemplated by this Agreement, including requirements of the State of California, Department of Education, Office of Public School Construction, State Allocation Board, or any other governmental agency or lending authority having jurisdiction over the Project.
 - 2.10.9 On approval by District, Consultant shall forward to District two sets of plans and specifications corrected to "as built" conditions by the Contractor and reviewed by the Consultant for accuracy. Consultant shall also deliver a computer file in TIFF format of the same document at a minimum 300 d.p.i. resolution. The Consultant shall also deliver two sets of the original DSA approved plans and specifications in original word processing and CAD file format. If Record drawings are required by the District, the plans and specifications shall be provided to the District in a computer file in a format designated by District. District shall be provided with a computer file in TIFF format containing the plans and specifications of the Consultant or other subconsultants on the Project.
 - 2.10.10 Assist in the start-up, testing and placing in operation special equipment and systems.
- 2.11 District Responsibilities
- 2.11.1 Make available to Consultant all necessary data and information concerning the purpose and requirements of the Project.
 - 2.11.2 Depending upon the scope of the Project, furnish Consultant with, or direct Consultant to procure at District expense, a survey of the Project site preparation by a registered civil engineer or surveyor and any other record documents which shall indicate existing structures, land features, improvements, sewer, gas, electrical and utility lines, topographical information and boundary dimensions of the site. District shall provide or direct Consultant to provide a soils investigation report and geological report, if required by law and by the scope of work.
 - 2.11.3 Appoint and pay, upon mutual agreement with Consultant, a Project Inspector as provided by state law. Said Project Inspector shall be qualified and approved by Consultant and the Division of the State Architect, shall be under the direction of Consultant, and shall be responsible to, and act in accordance with, the policies of District. Administration by Consultant shall be in addition to continuous inspection of Project Inspector.
 - 2.11.4 Assist in distribution of plans and specifications and conduct the opening of bids.
 - 2.11.5 Furnish surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known for the proper development of the required drawings and specifications and to determine soil condition.
 - 2.11.6 Retain a testing service for materials and inspection as required by Title 21 of the California Code of Regulation.

- 2.11.7 Direct pay or reimburse the payment of all fees required by any reviewing or licensing agency.
- 2.11.8 Designate a representative to act as liaison between Consultant and District in administration of the Agreement and the Construction Documents.
- 2.11.9 Review all documents submitted by Consultant, including change orders and other matters requiring District's Governing Board approval. Advise Consultant of decisions pertaining to such documents within a reasonable time after submission.
- 2.11.10 Notify Consultant of any deficiencies in material or workmanship that become apparent during contractor's warranty period.
- 2.11.11 Furnish such legal advice and services as may be required in the opinion of the District to protect District's interest in Project.
- 2.11.12 Nothing in this Agreement nor any act or failure to act on the part of the District shall be construed as a waiver of a claim by District for any defects or deficiencies in the drawings and/or specifications, or of the construction supervision required of Consultant.
- 2.12 Consultant shall be paid by District on a monthly basis, based upon percentage of work completed as defined in fee breakdown included in Appendix B. In order to receive payment, Consultant shall present an invoice for approval by District's project manager or representative.
- 2.13 For all invoices or statements from Consultant for additional services or billings based on hourly fees, Consultant shall present an itemized detailed accounting for all hours incurred.
- 2.14 Consultant shall be liable for any damages and costs incurred by, and any claims against, District that result from Consultant's negligence in performance of this Agreement. Additionally, Consultant shall not be paid a fee for work required due to Consultant's negligence or the negligence of Consultant's subconsultants engaged to provide services under this Agreement. Consultant shall familiarize himself/herself with actual condition of the site and buildings by conducting a physical examination of the premises, including any roofs, crawlspaces or attics where work of the contract is scheduled to occur.

3. **ADDITIONAL SERVICES:**

For the purposes of this Agreement, "Additional Services" shall mean those services, which exceed the scope of Basic Services to accomplish the Scope of Work outlined above. Prior to rendering any such services, Consultant shall advise District if it believes the services constitute Additional Services, and shall proceed with such services only after written approval from District. Consultant shall be compensated for Additional Services at the quoted hourly rates set forth in Appendix D. The following services shall be considered extra services:

- 3.1 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Consultant's deficient performance.
- 3.2 Property surveys, engineering surveys and staking, to the extent not required by other provisions of this Agreement.
- 3.3 Preparing to serve or serving on behalf of the District as an expert witness in connection with any arbitration, administrative or other proceeding, or legal proceeding.
- 3.4 Services to verify accuracy of geotechnical reports.
- 3.5 Services related to the selection of moveable furniture and equipment.
- 3.6 Services caused by the delinquency, default or insolvency of the contractor or by major defects in the work of the contractor in the performance of the construction contract, provided that such services made necessary by the failure of Consultant to detect and report such matters shall not be compensated.
- 3.7 Observation of repairs of damages to structure.
- 3.8 Providing additional insurance coverage requested by District beyond that specified in this Agreement. Consultant shall comply with this request and insurance shall be provided at Consultant's cost.

All work required as a result of any failure on the part of Consultant to perform its obligations under this Agreement shall be performed by Consultant at no additional cost to District and shall not be deemed to be Additional Services.

End of Appendix A

APPENDIX B

1. COMPENSATION AND PAYMENT:

- 1.1 As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid a Not To Exceed amount one million, three hundred fifty-six thousand, four hundred fifty dollars and no cents (\$1,356,450.00), including all reimbursables, based on billing rates outlined below. The total amount of the fee is \$1,356,450.00, which is a negotiated fee between the District and the Consultant. The total Consultant fee shall be increased only after both parties have entered into properly executed modifications to this Agreement.
- 1.2 A separate invoice shall be submitted for payment. Invoices should not be submitted in periods more frequent than monthly. The accumulated amount shall not exceed the percentage of completion of the services as estimated by the Consultant and approved by District. All invoices shall be accompanied by a District Form "Consultant Invoice and Status Report".

2. FEE SCHEDULE

2.1 Payments for services shall be made in accordance with a schedule of completion as follows:

Schematic Design Phase: Preliminary investigation and schematic design, including submittals	13%	\$176,338.50
Design Development Phase: Preparation of design development drawings based upon approved preliminary submittals	15%	\$203,467.50
Construction Documents Phase: Preparation of contract based upon approved design development submittals	45%	\$610,402.50
Bidding and Public Agency Approval Phase: Services during bid phase and agency approvals	5%	\$67,822.50
Construction Phase: Contract administration services during construction	17%	\$230,596.50
Closeout Phase: Services provided during construction closeout	5%	\$67,822.50
Total	100.00%	\$1,356,450.00

3. ADDITIONAL PROVISIONS:
 The Consultant shall, at no additional cost to District, make any changes or approved modifications necessary to obtain a responsive and competitive bid, which is a requirement and condition established by District.
 The Consultant shall not perform or receive payment for extra work services on this contract without the written approval of District.

The... (faded text) ...

CONFIDENTIAL

The... (faded text) ...

The... (faded text) ...

The... (faded text) ...

The... (faded text) ...

CONFIDENTIAL

APPENDIX C

Project Schedule:

The consultant shall complete the scope of services and deliver to the Owner all documents, reports and other deliverables per the following schedule:

Description	Start Date	Completion
Scoping	Completed	
Design	2/25/2010	9/30/2010
Review	10/1/2010	10/31/2010
DSA/Bid	11/1/2010	2/28/2011
Construction	3/1/2011	5/30/2012
Target Move-In Closeout	6/1/2012	9/30/2012

Project Budget:

The budget established for the entire project scope of work is not to exceed \$11.5 million. The Consultant shall advise the District in writing at any time during the progress of the work if there is any indication that the cost of the project will exceed the above budget. The consultant understands and agrees that consultant's compensation amount is a sum that is negotiated between District and consultant and such amount is not calculated based upon the overall Project Budget.

Statement of Confidentiality:

This Confidentiality agreement is between Gould Evans Baum Thornley, (hereinafter referred to as "Consultant"), and the Oakland Unified School District (hereinafter referred to as "District"), in anticipation of architectural and engineering services pertaining to the Montclair New Classroom Building New Classroom Portables Project.

Consultant agrees to keep confidential and not disclose to anyone other than the Superintendent, his/her designee, and authorized personnel in the District's Facilities Planning and Management and Legal Departments, information obtained by or provided to Consultant pursuant to consultant's anticipated or actual work, to the extent allowed by law. Consultant further agrees to have each employee, independent contractor or sub-consultant retained or hired by Consultant agree to these confidentiality provisions and sign a copy of this Agreement prior to performing any work.

Upon conclusion of any services performed by Consultant, Consultant agrees to return to the Director of Facilities of the District all documents obtained by or provided to consultant, along with any documents created by Consultant as a part of consultant's work.

Consultant and District agree that this agreement is being entered into in advance of any actual work being performed and this agreement does not create any interest expectation in any work to be performed.

 _____ Date: 1/29/10

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

End of Appendix C

APPENDIX D

Consultant's Billing Rates and Other Costs.

Fee Schedule:

Consultant shall be compensated for basic services and additional services at the following hourly rates as set forth below:

Title	Hourly Rate
Principal	\$175.00
Senior Designer	\$150.00
Project Manager	\$135.00
Project Designer	\$115.00
Job Captain	\$95.00
Drafting Staff	\$95.00
Administrative Staff	\$95.00
Staff Designer	\$95.00

End of Appendix D



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/09

PRODUCER Lectra Companies, LLC - Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 360-9000	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED 1372967 GOULD EVANS AFFILIATES, P.A. MS. BECKY RIMMER 4041 MILL ST. KANSAS CITY MO 64111	INSURER A: The Chertock Fire Insurance Company	25615
	INSURER B: Travelers Indemnity Co of CT	29682
	INSURER C: Hartford Fire Insurance Company	19683
	INSURER D: Travelers Casualty Ins Co of America	19016

COVERAGES **00LEVDI FM**

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

INSURANCE TYPE	GENERAL LIABILITY	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	6804794199A (ACS)	9/10/2009	9/10/2010	EACH OCCURRENCE DAMAGE TO RENTED EQUIPMENT (Per occurrence)
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	6804794199A (CA)			50,000 MED EXP (Per one person) PERSONAL & ADV INJURY GENERAL AGGREGATE OPERATING - COMM/PROP AC
B	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRC <input checked="" type="checkbox"/> LOC				
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	1791616704H	9/10/2009	9/10/2010	UNDEMINISHED SINGLE LIMIT (Per occurrence) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per occurrence)
C	<input checked="" type="checkbox"/> ANY AUTO				
	<input type="checkbox"/> ALL OWNED AUTOS				
D	<input checked="" type="checkbox"/> RENTED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
E	<input type="checkbox"/> DAMAGE LIABILITY	NOT APPLICABLE			
	<input type="checkbox"/> ANY AUTO				
F	<input checked="" type="checkbox"/> EXCESS UMBRELLA LIABILITY	Q1066501951	9/10/2009	9/10/2010	ALTO ONLY - EA ACCIDENT OTHER THAN EA ACC ALTO ONLY P. 200 EACH OCCURRENCE AGGREGATE RETENTION
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				
G	<input type="checkbox"/> DISCRETE <input checked="" type="checkbox"/> UMBRELLA FORM				
	<input type="checkbox"/> RETENTION				
H	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	XCU07132797609	9/10/2009	9/10/2010	PER STATE REQUIREMENTS EL EACH OCCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT
	<input type="checkbox"/> ANY PROPRIETARY/INDEPENDENT CONTRACTOR MEMBER AND/OR OTHER (Specify below)				
OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 THE DISTRICT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL, AUTO AND EXCESS LIABILITY. THESE COVERAGES ARE PRIMARY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 10782130 OAKLAND UNIFIED SCHOOL DISTRICT DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT 855 HIGH STREET OAKLAND CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THIS CERTIFICATE HOLDER NAMED TO THE LIST, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>David J. Johnston</i>
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AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Information			
Project Name	Montclair Elementary School New Classroom Building Project	Site	143
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	Gould Evans	Agency's Contact	Bob Baum
OUSD Vendor ID #	V059319	Title	Architect of Record
Street Address	95 Brady Street	City	San Francisco State CA Zip 94103
Telephone	510-633-5640	Policy Expires	9-10-2015
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OUSD Project #	07050		

Term			
Date Work Will Begin	2-17-2010	Date Work Will End By (not more than 5 years from start date)	8-15-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$1,742,762.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 35,000.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9699	Measure B	1439905815	6	\$35,000.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management	Signature	Date Approved	3/6/15
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved	3-5-15
3.	Interim Deputy Chief, Facilities Planning and Management	Signature	Date Approved	3/9/15
4.	Chief Operations Officer Facilities Planning and Management	Signature	Date Approved	3/17/15
5.	President, Board of Education	Signature	Date Approved	