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Enactment Date	8/8/18 lf



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Empowering Children. Preparing Tomorrow.

# Memo

**To** Board of Education 

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

**Board Meeting Date** August 8, 2018

**Subject** Independent Consultant Agreement Greater than \$90,200 - Verde Design, Inc. - Brookfield Elementary School Intensive Support Site Project

**Action Requested** Approval by the Board of Education of an Independent Consultant Agreement Greater than \$90,200 between the District and Verde Design, Inc., Santa Clara, CA., for the latter to provide design and review of the existing site accessibility to and from the fields from the school campus and the nearest parking; provide findings for DSA accessibility, prepare reports and recommendations, in conjunction with the Brookfield Elementary School Intensive Support Site Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing August 9, 2018, and concluding no later than December 14, 2018, in an amount not-to-exceed \$194,260.00.

**Discussion** Consultant services needed for the design and review of accessibility to existing field.

**LBP** (Local Business Participation Percentage) 55.0%

**Recommendation** Approval by the Board of Education of an Independent Consultant Agreement Greater than \$90,200 between the District and Verde Design, Inc., Santa Clara, CA., for the latter to provide design and review of the existing site accessibility to and from the fields from the school campus and the nearest parking; provide findings for DSA accessibility, prepare reports and recommendations, in conjunction with the Brookfield Elementary School Intensive Support Site Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing August 9, 2018, and concluding no later than December 14, 2018, in an amount not-to-exceed \$194,260.00.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

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

**LBU EVALUATION FOR SPORTS FIELD DESIGN SERVICES (AS-NEEDED)**  
**RFP**  
 May 2018

FIRM/TEAM	Firms	LBE/SLBE/SLRBE	LBP COMPLIANT Y/N	PROPOSED LBU PERCENTAGE	LBU Credit Based on Policy*	Preference Points	NOTES
<b>Carducci</b>			<b>Y</b>				
	IDA	SLBE		10.0%	10.0%		
	Magdave Associates	SLBE		25.0%	25.0%		
	Zeiger Engineers	SLBE		15.0%	15.0%		
	PLS Surveys	SLBE		5.0%	5.0%		
			<b>TOTAL</b>	<b>55.0%</b>	<b>55.0%</b>	<b>2pt</b>	
<b>Verde Design</b>			<b>Y</b>				
	Biggs Cordosa Associates	LBE		15.0%	15.0%		
	PLS Surveys	SLBE		10.0%	10.0%		
	Terraphase Engineering	LBE		15.0%	15.0%		
	Zeiger Engineers	SLBE		15.0%	15.0%		
			<b>TOTAL</b>	<b>55.0%</b>	<b>55.0%</b>	<b>2pt</b>	
<b>Inside Out Design</b>			<b>Y</b>				
	Inside Out Design	SLBE		50.0%	50.0%		
	Aliquot Associates	LBE		35.0%	35.0%		
			<b>TOTAL</b>	<b>85.0%</b>	<b>85.0%</b>	<b>4pt</b>	
<b>PGAdesign</b>			<b>Y</b>				
	PGAdesign	SLRBE		55.0%	55.0%		
	Calichi Design Group	SLBE		37.0%	37.0%		
	Zeiger Engineers	SLBE		4.0%	4.0%		
			<b>TOTAL</b>	<b>96.0%</b>	<b>96.0%</b>	<b>5pt</b>	
<b>LCA Architects</b>			<b>Y</b>				
	LCA Architects	LBE		45.0%	45.0%		
	Keller Mitchell & Co.	SLRBE		10.0%	10.0%		
	EDesignC	LBE		10.0%	10.0%		
	KPW	SLBE		0.0%	0.0%		Not Currently Certified with City of Oakland; Expired 03/31/18
	Calichi Design Group	SLBE		15.0%	15.0%		
	Cumming	LBE		2.0%	2.0%		
			<b>TOTAL</b>	<b>82.0%</b>	<b>82.0%</b>	<b>2pt</b>	

**INDEPENDENT CONSULTANT AGREEMENT**  
**FOR PROFESSIONAL SERVICES**  
**Less Than \$90,200**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **28th day of June 2018**, by and between the **Oakland Unified School District** ("District") and **Verde Design, Inc.** ("Consultant"), (together, "Parties").

**WHEREAS**, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

**WHEREAS**, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

**WHEREAS**, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services"):

**Scope of work includes design and review of the existing site accessibility to and from the fields from the school campus and the nearest parking; provide findings for DSA accessibility, prepare reports and recommendations elements of accessibility improvements required by DSA standards. (see attached proposal included in Contract)**

2. **Term.** Consultant shall commence providing Services under this Agreement on **August 9, 2018**, and will diligently perform as required and complete performance by **December 14, 2018**, unless this Agreement is terminated and/or otherwise cancelled prior to that time. This Agreement may be extended upon mutual approval of both parties in writing on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> W-9 Form
<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> Workers' Compensation Certificate
<input checked="" type="checkbox"/> Debarment Certification	Other: _____
<input checked="" type="checkbox"/> Fingerprinting/Criminal Background Investigation Certification	

4. **Compensation.** District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement, a fixed fee of **ONE HUNDRED NINETY-FOUR THOUSAND, TWO HUNDRED SIXTY NO/100 Dollars (\$194,260.00)**, paid monthly in proportion to Services performed.

- 4.1. District shall pay Consultant for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made (such approval not to be unreasonably withheld or delayed).

- 4.2. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with Section 25 below.
5. **Expenses.** Expenses will not be charged for Consultant's performance of these Services.
6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program:** Consultant shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.
8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
9. **Performance of Services / Standard of Care.**
- 9.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
- 9.1.1. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 9.1.2. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
- 9.1.3. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
- 9.1.4. Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or

omission that Consultant or its employees may discover. Consultant shall use professional efforts in identifying any errors, inconsistencies, or omissions.

9.1.5. Any representations, recommendations, opinions or conclusions relating to the Services provided by Consultant must be made in writing by duly authorized representatives of Consultant.

9.2. **Meetings.** Consultant and District agree to participate in regular meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

9.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

10. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District (specifically excluding any underlying pre-existing intellectual property). District may, with Consultant's prior written consent, use Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

## 12. Termination.

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

- 12.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

**13. Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, arising out of, pertaining to or relating to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant. Consultant shall, to the fullest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

**14. Insurance.**

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

- 14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)

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

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

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

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

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

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

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance shall be written on an occurrence form.

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

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

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

17. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.
18. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
21. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:
  - 21.1. All site visits shall be arranged through the District;
  - 21.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
  - 21.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
  - 21.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
  - 21.5. Consultant and Consultant's employees shall not use student restroom facilities; and
  - 21.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
22. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services



covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

23. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Disputes:** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
27. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District  
Facilities Planning & Management

Verde Design, Inc.  
2455 The Alameda, Suite 200

955 High Street  
Oakland, CA 94601  
Tel: 510-535-7038; Fax: 510-535-7082  
ATTN: Tadashi Nakadegawa

Santa Clara, CA 95050  
Tel: 408-985-7200  
ATTN: Devin Conway

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

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.
31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. **Incorporation of Recitals and Exhibit.** The Recitals and exhibit attached hereto are hereby incorporated herein by reference.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
36. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
37. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
38. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

39. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

40. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**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>



7/10/18

**Tadashi Nakadegawa**  
**Deputy Chief, of Facilities Planning & Management**

**[SIGNATURES ON NEXT PAGE]**

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

Aimee Eng 8/9/18  
 Aimee Eng, President, Board of Education Date

[Signature] 8/9/18  
 Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education Date

[Signature] 7/10/18  
 Timothy White, Deputy Chief, Facilities Planning and Management Date

**APPROVED AS TO FORM:**

[Signature] 7/13/18  
 OUSD Facilities Legal Counsel Date

**CONSULTANT**

[Signature] JUNE 29, 2018  
 DEVIN CONWAY, PRINCIPAL, VERDE DESIGN INC Date

**Information regarding Consultant:**

Consultant: DEVIN CONWAY

License No.: C 56494

Address: 2455 THE ALAMEDA STE 200  
SANTA CLARA CA 95050

Telephone: 408-985-7200

Facsimile: 408-985-7260

E-Mail: devin@verdedesigninc.com

Type of Business Entity:

Individual

Sole Proprietorship

Partnership

Limited Partnership

Corporation, State: CA

Limited Liability Company

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

70-8974203 :  
 Employer Identification and/or  
 Social Security Number

**NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.**



VERDE DESIGN

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

Date: June 29, 2018

Re: Verde Design Inc Authorized Signatories

To whom it may concern:

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

Sincerely,

Sandy Montgomery  
Finance Administration  
Verde Design Inc

LANDSCAPE ARCHITECTURE • CIVIL ENGINEERING • SPORT PLANNING & DESIGN

2455 The Alameda  
Santa Clara, CA 95050  
p: 408.985.7200

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

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

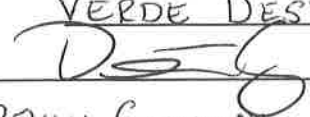
**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: JUNE 29, 2018  
Proper Name of Consultant: VERDE DESIGN, INC  
Signature:   
Print Name: DEVIN CONWAY  
Title: PRINCIPAL

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)


**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

The undersigned is aware of and hereby certify that neither **Verde Design** ("Consultant") nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the undersigned agrees to include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the 29<sup>TH</sup> day of JUNE 2018 for the purposes of submission of this Agreement.

By:

  
\_\_\_\_\_  
Signature

DEVIN CONWAY  
\_\_\_\_\_  
Typed or Printed Name

PRINCIPAL  
\_\_\_\_\_  
Title

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

- Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

- Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- The installation of a physical barrier at the worksite to limit contact with pupils.
- Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of Employees by District personnel.

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

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: JUNE 29, 2018

Name of Consultant: VERDE DESIGN INC

Signature: 

Print Name and Title: DEVIN CONWAY, PRINCIPAL



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

**BASIC SCOPE OF SERVICES**

See attached Proposal

# EXHIBIT A



VERDE DESIGN

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

October 19, 2017

Oakland Unified School District  
Rico Dawson-Velez  
955 High Street  
Oakland, CA 94601  
Delivered via Electronic Mail

**SUBJECT:** Oakland USD – Brookfield Elementary School Yard Improvements  
Verde Design Project No.: 1717100

Dear Rico:

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

**PROJECT UNDERSTANDING:**

Oakland Unified School District ("District") has identified the desire to install a synthetic turf field on top of the existing asphalt pavement area as outlined in the RFP for OUSD Project #15103. Additionally, during the mandatory pre-proposal meeting on September 8, it was also identified that the project improvements would include an outdoor learning area (consisting of non-structural seat walls in the existing pavement), as well as a shade structure (we are assuming a DSA Pre-checked structure will be utilized) for a new playground structure, may also be included as part of this project. A project budget has not been provided yet by the District. At this point in time, no electrical improvements have been identified to be included in the project. Additionally, not irrigation or planting improvements are currently included due to the difficulty of obtaining an adequate water source in the blacktop area.

We understand that the project will utilize a design/bid/build delivery method and will be submitted to DSA for review. As part of our proposal, we have included design fees for topographic surveying, structural engineering (for a shade structure), and geotechnical investigation with a recommendation report (no construction related testing or investigations is included in the geotechnical scope).

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

The program validation will culminate in a preliminary design plan for the improvements, as well as an initial construction budget. Once the project construction budget has been aligned with the desired improvements, we will move into detailed design and construction documentation.

### **SCOPE OF SERVICES**

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

- A. Project Start-up / Program Validation / Concept Design (Phase Duration: 4 weeks – Geotechnical work will take longer)**
1. Attend one project kick off meeting with the District and confirm project programmatic information. Meeting agenda and report to be provided.
  2. If optional service is accepted, provide a topographic survey in digital AutoCAD format and input information into computer system. Otherwise, coordinate with District to receive CAD survey.
  3. Complete on-site walk of the project site to complete a visual inventory of information compared to the provided topographic survey.
  4. Receive any relevant as-built documents available from the District.
  5. Complete the geotechnical engineering investigative work for the applicable project areas. Otherwise, coordinate with District to receive required report and design information from District's geotechnical engineer.
  6. Prepare and set the electronic base for developing the proposed improvements.
  7. Attend and facilitate one project meeting with the District to review the initial field conceptual design and construction cost budget. The purpose of the meeting is to review collected utility information, geotechnical findings and how they relate to the field areas as developed by Verde Design. Meeting agenda and report to be provided.
  8. Attend one pre-design meeting with DSA.
  9. Refine the conceptual design based on the input received at meeting with District.
  10. Develop two dimensional colored design plans for the project site.
  11. Attend up to two (2) community / site meetings to present and discuss the project.
  12. Submit electronic copies of Final Conceptual Design and aligned Construction Cost Budget to the District for review and approval to proceed to Design Development.
- B. Design Development (Phase Duration: 4 weeks)**
1. Develop systems design for the project improvements. Documentation will be at an approximate 35% Construction Documentation level. Package to include the following:
    - a. Demolition
    - b. Grading
    - c. Drainage / Utilities
    - d. Material / Layout
    - e. Preliminary Construction Details
    - f. Preliminary Construction Cost Statement
  2. Internal redlining and quality control
  3. Submittal preparation and coordination. Submittal will be made electronically to the District.
  4. Attend one meeting with District staff to review DD package and receive comments and direction to proceed into full Construction Documentation.
- C. Construction Documentation (Phase Duration: 10 weeks – excluding agency review)**
1. Develop a CD submittal package to a 65% level. 65% CD submittal package will have the following documents:
    - a. Cover Sheet

- b. Existing Conditions Plan
  - c. Accessibility Plan
  - d. Erosion and Sedimentation Control Plan
  - e. Demolition Plan
  - f. Grading Plan
  - g. Drainage / Utility Plan
  - h. Layout Plan
  - i. Materials Plan
  - j. Construction Details
  - k. Technical Specifications (in CSI format)
  - l. Statement of Probable Construction Costs
2. Internal redlining and quality control
  3. Submittal preparation and coordination. Submittal will be submitted electronically to the District along with one hard copy.
  4. Attend one meeting with District to review package.
  5. Refine and develop package to 95% / DSA submittal level.
  6. Submittal preparation and coordination. Submittal will be submitted electronically to the District (along with one hard copy) and three (3) hard copies to DSA.
  7. Attend one (1) meeting with the District to review the 95% CD submittal package. Receive comments and authorization to finalize the set.
  8. 100% / DSA back check submittal package. Upon receiving comments from DSA and the District, we will finalize our construction documents for DSA approval, attend back check appointments at DSA to receive project approval, and upon receipt of scanned approved documents from DSA, deliver the approved package electronically to the District for advertisement and bidding purposes.

**D. Bidding Assistance**

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

1. Contact potential bidders
2. Attend one pre-bid meeting on-site with prospective bidders.
3. Provide answers to bidder questions to the District for distribution during the bid period.
4. Assist District in evaluating the bids.

**E. Construction Administration / Project Close Out**

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

1. Attend one pre-construction coordination meeting.
2. Review and processing of applicable product submittals.
3. Respond to questions from Contractors as applicable.
4. Attend up to eight (8) construction meetings, including site walks. District Construction Manager will facilitate meetings and administer meeting documentation.
5. Complete Substantial Completion walk-through and generation of project punch list.
6. Review record drawings for underground improvements.
7. Final walk-through and punch list for our scope of work. All subsequent punch walks will be billed on a Time and Materials basis in addition to this proposal.
8. Review all Contractor warranties / guarantees and M&O documentation for our scope of work.
9. Close project and organize electronic files, plans and construction binder.

10. Develop a set of project As-Built Drawings in CAD based on the Record Drawings as provided by the Contractor.
11. Return to the project site 10 months into the 12 month project guarantee period to review project conditions with District staff. Identify potential warranty issues and discuss with District staff what is working well and any needs for improvement. Develop document on how to best remedy existing or anticipated issues.

#### **CLIENTS RESPONSIBILITIES**

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

##### **Project and Site Information**

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

#### **SPECIAL PROVISIONS**

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

1. Meetings other than those listed.
2. 3-D Renderings & Fly Thru Models (can be provided as an add service if desired)
3. Project design documentation or costing in addition to the scope identified above
4. Accessibility upgrades related to Architectural or Structural Improvements
5. Fencing Improvements at this time
6. Underground Utility Surveying & Locating
7. Architecture design services
8. CEQA, Environmental, or other impact statement documents.
9. Any permit or application fees required for this project
10. Electrical Engineering
11. Coordination with public agencies, other than DSA
12. Right-of-way design work.
13. QSD / QSP responsibilities.
14. Booster or Hydraulic Lift Pump System design
15. Construction related geotechnical testing and field inspection work

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

### PROFESSIONAL COMPENSATION

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

<b>Project Phase</b>	<b>Fee Amount</b>
Project Start-up / Program Validation / Concept Design:	\$ 25,500
Design Development:	\$ 28,500
Construction Documentation:	\$ 64,500
Bidding Assistance:	\$ 3,600
<u>Construction Administration / Project Closeout:</u>	<u>\$ 27,800</u>
<b>Verde Design Fee Subtotal:</b>	<b>\$149,900</b>

The above fee includes the Playground / Outdoor Classroom Design being completed by PGA Design, an Oakland SLBE, with a fee of \$53,500

Topographic Surveying (PLS Surveys, an Oakland SLBE):	\$ 4,400
Geotechnical Engineering (Terraphase, an Oakland LBE) With a geohazard report:	\$ 20,460
<u>Structural Engineering (Blags Cardoza, an Oakland LBE):</u>	<u>\$ 19,500</u>
<b>TOTAL FEE</b>	<b>\$194,260</b>

Oakland LBE / SLBE Consultants make up 50.4% of total fee amount.

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

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

### CHANGE IN SERVICES

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

### TERMINATION OF AGREEMENT

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

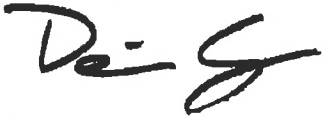
In the event the project is terminated or indefinitely suspended in the manner herein provided, the Landscape Architect shall turn over copies of any and all documents completed to that date. The Landscape Architect shall be entitled to compensation up to and including said termination date. Original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

**BILLINGS AND PAYMENT**

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

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

Respectfully Submitted,  
Verde Design, Inc.



Devin Conway, PE  
Principal

Enclosure: Current Charge Rate Schedule

cc: Verde Design Distribution

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
5/17/2018

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

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

PRODUCER Mary Barnard Insurance 2190 Stokes Street Suite 201 San Jose CA 95128	CONTACT NAME: Jennie Maltese	
	PHONE (A/C, No, Ext): (408) 286-1334 FAX (A/C, No): (408) 286-6425 E-MAIL ADDRESS: jennie@barnardinsurance.com	
INSURED Verde Design, Inc.  2455 THE ALAMEDA, SUITE 200 SANTA CLARA, CA 95050-6037	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: TRUCK INSURANCE EXCHANGE	21709
	INSURER B: Technology Insurance Company	42376
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			605016326	6/13/2018	6/13/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			605016326	6/13/2018	6/13/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			605016330	6/13/2018	6/13/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
								\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC37113617	6/13/2018	6/13/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Physical Damage			605016326	06/13/2018	06/13/2019	Comp Ded.	\$500
							Coll Ded.	\$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
30 days notice of cancellation; 10 days notice for nonpayment of premium

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

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

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District ATTN: Timothy E White 955 High Street Oakland CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Mary Barnard</i>



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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Oakland Unified School District, its directors, officers, employees, agents and representatives

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

Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

It is agreed that this insurance is primary, and that any insurance issued to the additional insured applicable to a loss, other than that provided by this endorsement, shall be excess over this insurance, to the extent any insured, other than the additional insured, is solely negligent for any liabilities, losses, claims, suits, judgments, injuries, costs and/or otherwise demands.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/6/2018

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

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


<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Attn: Ted Kiyama Oakland CA 94604-2675	<b>CONTACT NAME:</b> Doris A Chambers <b>PHONE (A/C, No, Ext):</b> 510-465-3090 <b>FAX (A/C, No):</b> 510-452-2193 <b>E-MAIL ADDRESS:</b> dchambers@dealeyrenton.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> Verde Design, Inc. 2455 The Alameda, Suite 200 Santa Clara CA 95050 VERDEDESI	<b>INSURER A:</b> Berkley Insurance Company <b>32603</b>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER: 954824693**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		Y	AEC902295900	6/13/2018	6/13/2019	\$2,000,000 per Claim \$4,000,000 Annl Aggr.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
All operations of the named insured. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the Certificate Holder

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION 30 Day NOC/10 Day for NonPay of Prem</b>	
Oakland Unified School District Attn: Tadashi Nakadegawa 955 High Street Oakland CA 94601		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		<b>AUTHORIZED REPRESENTATIVE</b> 	

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## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Brookfield Elementary School ISS Project	<b>Site</b>	103
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### Basic Directions

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

<b>Attachment Checklist</b>	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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### Contractor Information

<b>Contractor Name</b>	Verde Design, Inc.	<b>Agency's Contact</b>	Devin Conway
<b>OUSD Vendor ID #</b>	V059474	<b>Title</b>	Project Manager
<b>Street Address</b>	2455 The Alameda, Suite 200	<b>City</b>	Santa Clara
<b>Telephone</b>	408-985-7200	<b>State</b>	CA
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Worked as an OUSD employee?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>OUSD Project #</b>	15103	<b>Zip</b>	95050

### Term

<b>Date Work Will Begin</b>	8-9-2018	<b>Date Work Will End By</b> <small>(not more than 5 years from start date)</small>	12-14-2018
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### Compensation

<b>Total Contract Amount</b>		<b>Total Contract Not To Exceed</b>	\$194,260.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Changed Amount</b>	
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9450	Fund 21, Measure J	1039905891	6215	\$194,260.00

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

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Director, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	7/10/18		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	7/13/18		
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	7/10/18		
4.	<b>Senior Business Officer, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			

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