

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	12-2464
Committee	Facilities
Introduction Date	10-10-2012
Enactment Number	12-2464
Enactment Date	10/10/12 22



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 October 10, 2012

Subject Division of Facilities Planning and Management P.O.'s. Increases - Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

	Name	Amount	Funding Source	P.O.	Project	Date	City
12-2459	Diablo Boiler	\$2,543.00	Measure B	P.O. Increase	Chabot New Classroom & MP Building	3-28-2012 thru 12-31-2012	Antioch, CA
12-2463	Kam Yan and Associates	\$500.00	Developers Fees	P.O. Increase	Oakland Tech Stadium Light Pole	12-1-2010 thru 12-31-2012	Oakland, CA
12-2462	Kam Yan and Associates	\$500.00	Developer Fees	P.O. Increase	Castlemont Stadium Light Pole	12-1-2010 thru 12-21-2012	Oakland, CA
12-2461	Kam Yan and Associates	\$0.00	Developer Fees	P.O. Increase	Skyline Stadium Light Pole	12-1-2010 thru 12-31-2012	Oakland, CA
12-2460	Kam Yan and Associates	\$0.00	Developer Fees	P.O. Increase	Carter Baseball Scoreboard	9-19-2011 thru 12-31-2012	Oakland, CA
12-2464	Neuwirth & Associates	\$10,000.00	Measure B	P.O. Increase	Madison Field	6-20-2012 thru 12-31-2012	San Francisco

Discussion:

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



OAKLAND UNIFIED  
SCHOOL DISTRICT

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.

**Fiscal Impact:**

Various

**Recommendation:**

The Board of Education is requested to approve the Facilities Planning and Management contracts and Purchase Order for the OUSD school sites.



P.O. Increase

OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM

V060362

DATE SUBMITTED: 7/16/2012
SUBMITTED BY: Wil Newby

SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)

Form with checkboxes for agreement types: 1.) A/E (Architect and Engineers) Contract, 2.) IOR (Inspector of Record Contract), 3.) Agreement for Professional Services - Testing Etc., 4.) Amendment to Agreement for Professional Services (Amendment #1), 5.) "Small" (under \$15,000.00) Construction Contract, 6.) Resolution Awarded Bid Construction Contract, 7.) Change Order, 8.) Purchase Order. Includes handwritten notes like 'P.O. Increase' and 'Vendor No. Construction Contract'.

Signature lines for Timothy E. White, Asst. Superintendent and Tadashi Nasadegawa, Facilities Director, with dates.

SECTION II. LOCAL BUSINESS PARTICIPATION PERCENTAGE:

Table with 4 columns: Local Business (0.00%), Small Local Business (0.00%), Small Local Resident Business (0.00%), Total Percentage (0.00%).

SECTION III. AGREEMENT INFORMATION:

Form with fields for Project Name (Madison Madison Field), Vendor Name (Neuwirth & Associates), Vendor Contact (Don V. Neuwirth), Agreement Start and Stop Dates (6/20/2012 to 12/31/2012), and Has Work Started/Completed (Yes/No).

Handwritten project number: 2159901 813-6252

Handwritten email: NewWith@well.com

Certificate of Insurance Attached Yes No Date provided

RECEIVED stamp

For Construction Contracts >\$15,000, please provide or attach the following:

- 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) (Attach Bid Documents)
2) Date(s) of Bid Advertisement
3) Date of Bid Opening - Introduction D: October 10, 2012
4) Name of Architect - Verde Design
5) Liquidated damages per day - \$

Scope of Work: (Needed to prepare Executive Summary) Please attach separately along with Vendor's proposal.

Leverage community engagement work being conducted under completed contract to achieve the following outcomes:

- 1.) Minimize vandalism and graffiti during construction
2.) Maximize community awareness of OUSD's progress in construction of (n) facilities.
3.) Engage youth in outreach and community education efforts that assure long-term viability of (n) facilities.
4.) Assist OUSD in developing a workable program for management of the (n) facilities
5.) Continue meeting with Resident Action Committee, Home Improvement Association, school parent groups, etc.
6.) Assist OUSD in complying with requirements of project funders.
7.) Continue coordinating with project community groups and OUSD project manager

Jody London, President, Board of Education, 10/10/12

Edgar Rakestraw, Jr., Secretary, Board of Education, 10/16/12

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/eplsearch.do.

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Department of Facilities Planning and Management**  
**AGREEMENT REQUEST FORM**

**Discussion Info:** (Needed to prepare Executive Summary) (Provide **detailed** background - Why is contract required and what is the benefit to students) - Add additional pages as needed

**Funding Source:** Measure B

**Budget Number:** \_\_\_\_\_

**SECTION IV. L/LS/LSRBE - RATIONAL FOR NON COMPLIANCE CHECK LIST**

1.)	<p><b>Specialty Service:</b> This contractor provides a unique / specialty service that is currently not available from a certified L/S/SLRBE. Government Code § 53060 / school districts may contract without bidding for, "special services and advice in financial, economic, accounting, . . . legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required."</p>	✓
2.)	<p><b>District Discretion</b> under L/SL/SLRBE due to lack of certified firms at time of bid: If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 20% requirement may be re-set from 19 % to 0%, depending on the particular circumstances at time of bid.</p>	
3.)	<p><b>Futility:</b> It would be futile to require that the contract be subjected to the L/SL/SLRBE due to (circle one) COST / TIME CONSTRAINTS / NO CERTIFIED BIDDERS. California law provides that "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage...the statute requiring competitive bidding does not apply." (Hiller v. City of Los Angeles (1961) 197 Cal. App. 2d 685, 694.)</p>	
4.)	<p><b>Field Test</b> / (1) In order that a field test or experiment may be made to determine the product's suitability for future use. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
5.)	<p><b>Product Match</b>/(2) In order to match other products in use on a particular public improvement either completed or in the course of completion. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
6.)	<p><b>Sole Source</b> / (3) In order to obtain a necessary item that is only available from one source. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
7.)	<p><b>Emergency Repair</b> / (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals. PUBLIC CONTRACT CODE SECTION 3400-3410 / See also: Public Contract Code Section 1102. "Emergency," as used in this code, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.</p>	



**Neuwirth & Associates**  
**P.O. Box 460173**  
**San Francisco, CA 94146-0173**  
**415.550.8575 [neuwirth@well.com](mailto:neuwirth@well.com)**

**PROPOSAL FOR AMENDMENT TO INDEPENDENT CONTRACTOR  
AGREEMENT**

**Augmented Scope of Work**

Neuwirth & Associates is happy to respond to a request for a proposal to augment our previous contract. We will continue to assist the Oakland Unified School District in developing a multi-use field at Madison Middle School and redevelop the schoolyard at Sobrante Park Elementary School. We are uniquely suited for this assignment because of our on-going work on the projects. We will leverage the community engagement work we are conducting under the completed contract to achieve the following outcomes:

- Minimize vandalism and graffiti during construction phase of landscape improvements to Madison Middle School and Sobrante Park Elementary School;
- Maximize community awareness of OUSD's progress in constructing new facilities in the Sobrante Park neighborhood;
- Engage youth in outreach and community education efforts that assure long-term viability of new fields and schoolyard;
- Assist District in developing a workable program for the management of the new facilities that meets the priority needs of the two schools yet serves the wider community;
- Continue meeting with the Resident Action Council, Sobrante Park Home Improvement Association, parent groups at both schools and other stakeholders;
- Assist District in complying with requirements of project funders for publicity such as ribbon cuttings, press relations and tours;
- Continue coordinating project with community groups and OUSD project manager.

**Independent Contractor Identification**

Donald B. Neuwirth is the Principal and owner of Neuwirth & Associates. Our contact information is:

Neuwirth & Associates  
P.O. Box 460173  
San Francisco, CA 94146-0173  
415.550.8575

We are certified as a small business (#0034269) by the State of California. Our San Francisco Business License number is 162130.

**Neuwirth & Associates**  
**P.O. Box 460173**  
**San Francisco, CA 94146-0173**  
**415.550.8575 [neuwirth@well.com](mailto:neuwirth@well.com)**

**Cost and Schedule**

The hourly rate for Donald B. Neuwirth is \$100. Travel time shall be included from Consultant's office in San Francisco for all meeting, site visits, etc. Travel expenses shall be fixed at the adopted IRS mileage rate and increased if changed by the IRS. All tolls will be included. Total travel costs by other modes, if necessary and approved by District, shall be reimbursed. Any insurance or registration required by District shall be additional cost borne by the District. Upon presentation of approved receipts, the District shall reimburse contractor for graphics and community engagement expenses.

Contractor shall invoice District monthly for the fee and expenses of the previous month. Payment is due in full within thirty (30) days of receipt of invoice. This Contract Amendment shall not exceed \$10,000.

Contractor is able to begin this project upon notice to proceed from District. We anticipate completion of our work on 31 Dec. 2012 based on the current construction schedule.



**OAKLAND UNIFIED SCHOOL DISTRICT**  
Department of Facilities Planning & Management

**AGREEMENT REQUEST FORM**

Vendor Number: \_\_\_\_\_  
Fiscal Year: 2011-2012  
P.O. Under \$50K: \_\_\_\_\_  
Date Processed: 6-16-2011  
To: MB 6/11 To DR: \_\_\_\_\_

DATE SUBMITTED 6/1/11 SUBMITTED BY: Tadashi Nakadegawa

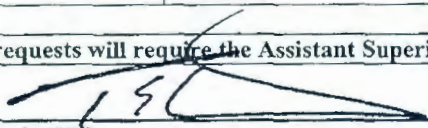
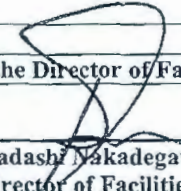
**SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)**

1.) A&E (Architects and Engineers) Contract	<input type="checkbox"/>	5.) "Small"(under \$15,000.00) Construction Contract	<input type="checkbox"/>
2.) IOR (Inspector of Record) Contract	<input type="checkbox"/>	6.) Resolution Awarding Bid & Construction Contract	<input type="checkbox"/>
3.) Agreement for Professional Services-Testing Etc.	<input type="checkbox"/>	7.) Change Order	<input type="checkbox"/>
4.) Amendment to Agreement for Professional Services (Amendment #-)	<input checked="" type="checkbox"/>	8.) Purchase Order	<input type="checkbox"/>

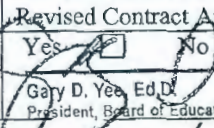
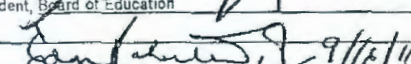
**SECTION II LOCAL BUSINESS PARTICIPATION PERCENTAGE**

Local Business	Small Local Business	Small Local Resident Business	Total Percentage

All requests will require the Assistant Superintendent's and the Director of Facilities Authorization and Signature

	Date		Date
Timothy E. White Assistant Superintendent		Tadashi Nakadegawa Director of Facilities	<u>6/15/11</u>

**SECTION III. AGREEMENT INFORMATION:**

Project Name:	Access Study & Project Coordination for Madison Field	Project No:	<u>3039</u>
Vendor Name:	Neuwirth & Associates	Vendor Contact:	Don Neuwirth
Vendor Phone Number:	415.550.8575 neuwirth@well.com	Vendor Mailing Address:	P. O. Box 460173, San Francisco, CA 94146
Agreement Start & Stop Dates:	Start: 6/2/2011 Stop: 12/31/2011	Amounts:	Current Contract Amount: Not to Exceed Amount: \$20,000.00 Revised Contract Amount:
Has Work Started?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes give an explanation:	Has Work Been Completed?	Yes <input type="checkbox"/> No <input type="checkbox"/>  Gary D. Yes, Ed.D. President, Board of Education
Certificate of Insurance Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date provided:	<u>9/16/11</u> 

For Construction Contracts \$15,000, please provide or attach the following:

**Edgar Rakestraw, Jr., Secretary**  
Board of Education

- |                                                                                           |                                                                        |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) (Attach Bid Documents) | 6) Performance Bonds Attached _____                                    |
| 2) Date(s) of Bid Advertisement _____                                                     | 7) Payment Bonds Attached _____                                        |
| 3) Date of Bid Opening _____                                                              | 8) Number of Phases _____                                              |
| 4) Name of Architect _____                                                                | (Sections 6 & 7 to be completed by Contract Administration department) |
| 5) Liquidated damages per day _____                                                       |                                                                        |

**Scope of Work:** (Needed to prepare Executive Summary Assisting the Oakland Unified School District in developing a multi-use field at Madison Middle School.

**Discussion Information** (Needed to prepare Executive Summary)

**LEGISLATIVE FILE**

File ID No. 11-2187

Funding Construction Date 9-7-2011 Budget Number: \_\_\_\_\_

Enactment No. 11-1757

Enactment Date 9-14-11

**RECEIVED**  
6-16-2011

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	12-2464
Committee	Facilities
Introduction Date	October 10, 2012
Enactment Number	12-2464
Enactment Date	10/10/12



# Memo

**To** Board of Education

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

**Board Meeting Date** October 10, 2012

**Subject** Amendment No. 1, Purchase Order - Neuwirth & Associates - Madison Middle School Field Project

**Action Requested** Approval by the Board of Education of Amendment No. 1, Purchase Order with Neuwirth & Associates for Community Engagement Services on behalf of the District at Madison Middle School Field Project, in an amount not-to exceed \$10,000.00 increasing previous contract amount from \$20,000.00 to a not to exceed amount of \$30,000.00 and revising the end date from June 2, 2011 through December 31, 2011 to December 31, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** Minimize vandalism and graffiti during construction, maximize community awareness of OUSD's progress in construction of (n) facilities.

**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 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. 1, Purchase Order with Neuwirth & Associates for Community Engagement Services on behalf of the District at Madison Middle School Field Project, in an amount not-to exceed \$10,000.00 increasing previous contract amount from \$20,000.00 to a not to exceed amount of \$30,000.00 and revising the end date from June 2, 2011 through December 31, 2011 to December 31, 2012. 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



2012 AUG - 8 | A 10: 30

AMENDMENT NO. 1 TO PURCHASE ORDER CONTRACT

Independent Contractor Agreement for Services &c

This Amendment is entered into between the Oakland Unified School District (OUSD) and Neuwirth & Associates. OUSD entered into an Agreement with CONTRACTOR for services on June 2, 2011, 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 Leverage Community engagement work to minimize vandalism and graffiti during construction, maximize community awareness of OUSD's progress in construction of (N) facilities, assist OUSD in developing a workable program for manager of the (N) facilities.

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 One year, and the amended expiration date is December 31, 2012.

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 \$10,000.00 to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
 and the new contract total is Thirty thousand dollars and no cents (\$30,000.00).

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

5. **Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London  
Jody London, President, Board of Education Date 10/10/12

Edgar Rakestraw, Jr.  
Edgar Rakestraw, Jr., Secretary Board of Education Date 10/10/12

Timothy White  
Timothy White, Associate Superintendent Facilities, Planning and Management Date \_\_\_\_\_

CONTRACTOR

Donald B. Neuwirth  
Contractor Signature Date 6 Aug 2012

Donald B. Neuwirth, Principal  
Print Name, Title

9-11-12  
FACILITIES PLANNING AND MANAGEMENT DEPARTMENT

File ID Number: 12-2464  
Introduction Date: 10/10/12  
Enactment Number: 12-2543  
Enactment Date: 10/10/12  
By: 02



**EXHIBIT "A" Scope of Work**

**Contractor Name:**

**Billing Rate:** Ten thousand dollars and no cents (\$10,000.00)

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

To develop a multiuse field at Madison Middle School and redevelop the schoolyard at Sobrante Park Elementary School.

**2. Specific Outcomes:**

To engage youth in outreach and community education efforts

**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 checked="" 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.epls.gov/epls/search.do](http://www.epls.gov/epls/search.do).**

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**Susie Butler-Berkley**  
**Contract Analyst**

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# CERTIFICATE OF LIABILITY INSURANCE

AND  
R054DATE (MM/DD/YYYY)  
08-06-2012

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

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

<b>PRODUCER</b> DEALEY RENTON & ASSOC INS BRKR/PHS 101010 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A.C., No., Ext): (866) 467-8730 E-MAIL ADDRESS: FAX (A.C., No.): (877) 905-0457
	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins Co LTD INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> DON NEUWIRTH PO BOX 460173 SAN FRANCISCO CA 94146	NAIC #

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	57 SBM BA4838	06/30/2012	06/30/2013	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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
	DED: \$ RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Those usual to the Insured's Operations. Oakland Unified School District are an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

## CERTIFICATE HOLDER

Oakland Unified School District  
 955 HIGH ST  
 OAKLAND, CA 94601

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DEALEY RENTON & ASSOC INS BRKR PHS  
PO BOX 33015  
SAN ANTONIO TX, 78265

Oakland Unified School District  
955 HIGH ST  
OAKLAND, CA 94601

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Board Office Use: Legislative File Info:	
File ID Number	11-2187
Committee	Facilities
Introduction Date	9-7-2011
Draft Number	11-1757
Draft Date	9-14-11 JS



OAKLAND UNIFIED  
SCHOOL DISTRICT

Memo

Board of Education

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

September 14, 2011

Division of Facilities Planning and Management P.O.'s. Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

File ID	Vendor Name	\$	Funding Source	Type	Site	Period	City
	ACC Environmental	\$6,500.00	County School Facilities	P.O.	Garfield ES Mod	7-15-2011 thru 12-31-2011	Oakland
	Ackland International, Inc.	\$15,000.00	GO Bond-Measure B	P.O.	Whittier New Classroom Bldg	7-1-2011 thru 6-30-2011	Oakland
	Allen-Simmons Heating and Sheet Metal	\$13,875.00	GO Bond-Measure B	P.O.	Madison Mod	7-25-2011 thru 6-30-2012	Fairfield
	CDW Government	\$12,256.48	GO Bond-Measure B	P.O.	Montera MS Mod	6-15-2011 thru 12-31-11	Chicago, IL
	Chussy International	\$94.82	GO Bond-Measure A	P.O.	Facilities	6-21-2011 thru 6-23-2011	Oakland
	Chussy International	\$205.94	GO Bond-Measure A	P.O.	Facilities	6-6-11 thru 6-30-11	Oakland
	Deco Art	\$8,500.00	GO Bond-Measure B	P.O.	Lowell Mod	8-1-2011 thru 9-1-2011	Oakland
	Elation Systems	\$30,000.00	GO Bond-Measure B	P.O.	Facilities	1-1-2011 thru 6-30-2012	Oakland
	Gary Douppnik Mfg	\$9,600.00	County School Facilities Fund	P.O.	Garfield ES Mod	7-15-2011 thru 9-30-2012	Loomis
	IMX, Inc.	\$27,445.00	County School Facilities	P.O.	Garfield ES Mod	8-1-2011 thru 8-31-2011	Oakland
	Intelli-Tech	\$33,072.00	County School Facilities Fund	P.O.	Downtown Educational Complex	7-18-2011 thru 12-31-2011	Pleasanton
	Kam Yan & Associates	\$25,000.00	County School Facilities	P.O.	Glenview ES	6-14-2011 thru 12-14-	Oakland





OAKLAND UNIFIED SCHOOL DISTRICT

11-2187	Neuwirth & Associates	\$20,000.00	GO Bond-Measure B	P.O.	Madison Middle School	2011 6-2-2011 thru 12-31-2011	San Francisco
	North American Fence & Supply, Inc.	\$2,270.00	GO Bond-Measure B	P.O.	Havenscourt Health Center	6-20-2011 thru 8-31-2011	Oakland
	North American Fence & Supply, Inc.	\$500.00	County School Facilities	P.O.	Garfield ES Mod	8-1-2011 thru 1-31-2012	Oakland
	OCCG	\$42,400.00	GO Bond-Measure B	P.O.	Facilities	5-1-11 thru 11-1-11	Fairfield
	R & S Overhead Garage Door, Inc.	\$2,545.00	GO Bond-Measure B	P.O.	Cesar Chavez E.S. Fire Alarm	7-1-2011 thru 12-31-2012	San Leandro
	United Site Services	\$1,017.16	County School Facilities	P.O.	Cole New Portable Installation	6-10-2011 thru 12-31-2011	San Jose
	Vista Real Estate Partners LLC	\$14,400.00	GO Bond-Measure B	P.O.	Facilities	6-22-11 thru 9-23-11	Oakland
	West Bay Builders	\$49,000.00	GO Bond-Measure B	P.O.	Montclair ES Mod	6-17-2011 thru 5-17-2012	Novato
	Yovino -Young, Inc.	\$12,500.00	County School Facilities	P.O.	Downtown Educational Complex - La Escuelita & Great Room Building	7-13-2011 thru 8-1-2011	Berkeley

Discussion:

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.

Fiscal Impact:

Various

Recommendation:

The Board of Education is requested to approve the Facilities Planning and Management contracts and Purchase Order for the OUSD school sites.



OAKLAND UNIFIED  
SCHOOL DISTRICT

**OAKLAND UNIFIED SCHOOL DISTRICT**  
Department of Facilities Planning & Management

**AGREEMENT REQUEST FORM**

Vendor Number: \_\_\_\_\_  
Fiscal Year: 2011-2012  
P.O. Under \$50K: \_\_\_\_\_  
Date Processed: 6-16-2011  
To: MB 6/11 To DR: \_\_\_\_\_

DATE SUBMITTED 6/1/11 SUBMITTED BY: Tadashi Nakadegawa

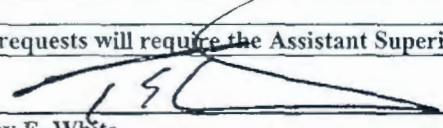
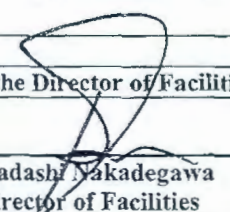
**SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)**

1.) A&E (Architects and Engineers) Contract	<input type="checkbox"/>	5.) "Small"(under \$15,000.00) Construction Contract	<input type="checkbox"/>
2.) IOR (Inspector of Record) Contract	<input type="checkbox"/>	6.) Resolution Awarding Bid & Construction Contract	<input type="checkbox"/>
3.) Agreement for Professional Services-Testing Etc.	<input type="checkbox"/>	7.) Change Order	<input type="checkbox"/>
4.) Amendment to Agreement for Professional Services (Amendment #-)	<input checked="" type="checkbox"/>	8.) Purchase Order	<input type="checkbox"/>

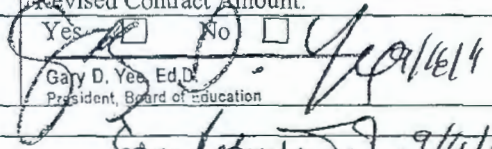
**SECTION II LOCAL BUSINESS PARTICIPATION PERCENTAGE**

Local Business	Small Local Business	Small Local Resident Business	Total Percentage

All requests will require the Assistant Superintendent's and the Director of Facilities Authorization and Signature

	Date		Date
Timothy E. White Assistant Superintendent		Tadashi Nakadegawa Director of Facilities	<u>6/15/11</u>

**SECTION III. AGREEMENT INFORMATION:**

Project Name:	Access Study & Project Coordination for Madison Field	Project No:	<u>3039</u>
Vendor Name:	Neuwirth & Associates	Vendor Contact:	Don Neuwirth
Vendor Phone Number:	415.550.8575 neuwirth@well.com	Vendor Mailing Address:	P. O. Box 460173, San Francisco, CA 94146
Agreement Start & Stop Dates:	Start: 6/2/2011 Stop: 12/31/2011	Amounts:	Current Contract Amount: Not to Exceed Amount: \$20,000.00 Revised Contract Amount:
Has Work Started?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes give an explanation:	Has Work Been Completed?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  Gary D. Yee, Ed.D. President, Board of Education
Certificate of Insurance Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date provided:	<u>9/16/11</u>

**Edgar Rakestraw, Jr., Secretary**  
Board of Education

For Construction Contracts \$15,000, please provide or attach the following:

- |                                                                                                  |                                                                        |
|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) <i>(Attach Bid Documents)</i> | 6) Performance Bonds Attached _____                                    |
| 2) Date(s) of Bid Advertisement _____                                                            | 7) Payment Bonds Attached _____                                        |
| 3) Date of Bid Opening _____                                                                     | 8) Number of Phases _____                                              |
| 4) Name of Architect _____                                                                       |                                                                        |
| 5) Liquidated damages per day _____                                                              | (Sections 6 & 7 to be completed by Contract Administration department) |

**Scope of Work:** *(Needed to prepare Executive Summary Assisting the Oakland Unified School District in developing a multi-use field at Madison Middle School.*

**Discussion Information** *(Needed to prepare Executive Summary)*

**LEGISLATIVE FILE**

File ID No. 11-2187

Funding ~~Enactment~~ Date 9-7-2011

Enactment No. 11-1757

Enactment Date 9-14-11

Budget Number: \_\_\_\_\_

**RECEIVED**

6-16-2011



**INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES**

This Independent Contractor Agreement for Services ("Agreement") is made as of June 16, 2011, between the Oakland Unified School District ("District") and Neuwirth & Associates ("Consultant") (together, "Parties").

1. **Services.** The Consultant shall furnish to the District the services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services" or "Work") Proposal dated June 2, 2011.
2. **Term.** Consultant shall commence providing services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such services as required. The term for services and schedule to provide services shall be in accordance with the schedule included in the Consultant's Proposal, Attachment "A;"
3. **Submittal of Documents.** The Consultant shall not commence the Work 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;

- Signed Agreement
- Workers' Compensation Certificate, if necessary
- Criminal Background Investigation Certification, if necessary
- Insurance Certificates and Endorsements
- W-9 Form

4. **Compensation.** District compensation to the Consultant shall be as set forth in Exhibit "A" as the proposed fee for services, but in no event shall total fees, costs, and expenses exceed \$20,000.00, without the express approval of the Board.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, other than as proved in Attachment "A."
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her 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.
7. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this

2011 JUL -1 P 1:53

FACILITIES PLANNING AND MANAGEMENT

Agreement.

8. **Standard of Care.** Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** 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.
10. **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. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **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.
12. **Termination.**
  - 12.1. **Without Cause 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 days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Consultant for work completed to date as a pro-rata amount of the full fees, costs, and expenses.
  - 12.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) 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 thirty (30) 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 costs to the District exceeds the cost of providing the service 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, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. 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. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1.1. **General Liability.** Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

14.1.2. **Automobile Liability Insurance.** Automobile Liability Insurance, Occurrence Form, that shall protect the Consultant the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Consultant.

14.1.3. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

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

a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

b. For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of

the insurer's liability.

c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

f. Consultant shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commence.

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 rules and regulations of the governing board of the District and all 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 Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is 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 Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant 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. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses 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. **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, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age 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.
20. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the



provision of services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

**21. 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:

- 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

**22. 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.

**23. 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.

**24. 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:

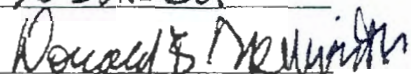


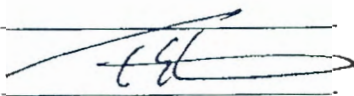
<p><b>District</b>  Timothy E. White  Assistant Superintendent of Facilities,  Planning and Management  955 High Street  Oakland, CA 94601</p>	<p><b>Consultant</b>  Don Neuwirth  Neuwirth &amp; Associates  P.O. Box 460173  San Francisco, CA 94146</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------

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.

- 25. **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 Alameda County, California.
- 26. **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.
- 27. **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.
- 28. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Date: 30 June 2011  
By:   
Print Name: Donald B. Newirth  
Its: \_\_\_\_\_

Date: \_\_\_\_\_  
By:   
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Information regarding Consultant:**

Consultant: Newwinth & Associates

120-36-6136 :

License No.: S.F. 86# 162130

Employer Identification and/or Social Security Number

Address: P.O. Box 46073 SFCA

Telephone: 415.550.8575

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209, require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Facsimile: -

E-Mail: newwinth@well.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: \_\_\_\_\_
- Limited Liability Company
- Other: \_\_\_\_\_



## Attachment A

### Scope of Services

The scope of the work is to provide a simple three-part project: 1) Provide the necessary analysis to assess the impact of the field on the vehicular and pedestrian traffic in Sobrante Park; 2) Conduct a comprehensive community participation process to understand neighborhood issues and resolve them to the maximum degree possible in the context of the field project; 3) Will be available for unforeseen tasks and project coordination efforts as the project evolves.

[THIS MESSAGE WAS AUTOGENERATED]

**GEICO**

GEICO GENERAL INSURANCE COMPANY

Washington DC

VERIFICATION OF COVERAGE  
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

Policy Number: 4182834202  
Effective Date: 12-21-10  
Expiration Date: 06-21-11  
Registered State: CALIFORNIA

DONALD BRUCE NEUWIRTH  
TEMA ANN GOODWIN  
PO BOX 460173  
SAN FRANCISCO, CA 94146-0173

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2004  
Make: TOYOTA  
Model: PRIUS  
VIN: JTDKB20U940052332

COVERAGES	LIMITS	DEDUCTIBLES
BODILY INJURY LIABILITY	\$300,000/\$300,000	
PROPERTY DAMAGE LIABILITY	\$100,000	
UNINSURED & UNDERINSURED MOTORISTS	\$100,000/\$300,000	
COMPREHENSIVE		\$100 DED
COLLISION		\$500 DED/WAIVER

Lienholder       Additional Insured       Interested Party

OAKLAND UNIFIED SCHOOL DIST  
1025 2ND AVE  
OAKLAND, CA 94606-0000

Additional Information:

LISTED AS THE INTERESTED PARTY ON THE 2004 TOYOTA  
IS: OAKLAND UNIFIED SCHOOL DISTRICT AT 1025 2ND AVE  
OAKLAND, CA 94606

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.

IS-33 10-07



# CERTIFICATE OF LIABILITY INSURANCE

DE  
U022DATE (MM/DD/YYYY)  
06-30-2011

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

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

<b>PRODUCER</b> DEALEY, RENTON & ASSOC INS BRKR/PHS 101010 P: (866)467-8730 F: (877)905-0457 PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (866)467-8730 FAX (A/C, No): (877)905-0457 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins Co LTD INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> DON NEUWIRTH PO BOX 460173 SAN FRANCISCO CA 94146	NAIC #	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>General Liab</b>			57 SBM BA4838	06/30/2011	06/30/2012	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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ 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			N/A			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

Oakland United School District  
 955 HIGH ST  
 OAKLAND, CA 94601

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Joe Taylor*

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**Neuwirth & Associates**  
**P.O. Box 460173**  
**San Francisco, CA 94146-0173**  
**415.550.8575 [neuwirth@well.com](mailto:neuwirth@well.com)**

**PROPOSAL FOR COMMUNITY PARTICIPATION, ACCESS STUDY &  
PROJECT COORDINATION FOR MADISION FIELD**

**Introduction**

Neuwirth & Associates is happy to respond to a request for a proposal to assist the Oakland Unified School District in developing a multi-use field at Madison Middle School. We are uniquely suited for this assignment because of our on-going work at the adjacent Sobrante Park Elementary School. We will leverage the community engagement work we are conducting regarding their approved Schoolyard Improvement Plan to facilitate the neighborhood's involvement in the multi-use field. We propose a simple three-part project. First we will provide the necessary analysis to assess the impact of the field on the vehicular and pedestrian traffic in Sobrante Park. Second we will conduct a comprehensive community participation process to understand neighborhood issues and resolve them to the maximum degree possible in the context of the field project. Finally, we will be available for unforeseen tasks and project coordination efforts as the project evolves.

Donald B. Neuwirth is the Principal and owner of Neuwirth & Associates. Our contact information is:

Neuwirth & Associates  
P.O. Box 460173  
San Francisco, CA 94146-0173  
415.550.8575

We are certified as a small business (#0034269) by the State of California. Our San Francisco Business License number is 162130.

The subcontractor for the traffic study is:

Michael Vecchio, P.E.  
P.O. Box 376  
Walnut Creek, Ca 94597  
925 407-7183

**Scope of Work**

**Access Study to be conducted by sub-contractor: Michael Vecchio PE.**

**Neuwirth & Associates**  
**P.O. Box 460173**  
**San Francisco, CA 94146-0173**  
**415.550.8575 neuwirth@well.com**

Mr. Vecchio will use standard sources to project trip generation volumes and parking demand rates for the new sports field for late afternoon weekday and weekend use. He will assume that there will be overlap of use at both schools and the new health center. Parking resources will be identified and low-cost concepts for temporary parking if needed will be proposed. A circulation analysis will be conducted using existing Oakland studies and data. At least Edes at 105<sup>th</sup> Ave. will be analyzed with Synchro, a computer model, to project the level of service at peak field use times. Finally, a safety element will be prepared that both includes existing motor vehicle and pedestrian accident statistics, an assessment of potential hazards and proposes mitigation measures related to the new field traffic. This information and analysis will be coordinated with Oakland PWA to assure that it meets their needs. A memo will be prepared for the District's needs.

**Community Participation Process**

Mr. Neuwirth will begin the process of engaging the Sobrante Park community and follow the District's project schedule for the Madison Field. He will reach out and meet with the following community and neighborhood organizations and agencies (not to exceed the number of meetings shown in parenthesis):

- a SCHOOLS
  - MADISON MS (3 Mtgs.)
  - SOBRANTE PARK ES (2 Mtgs.)
  - LIONEL WILSON HS (1 Mtg.)
  - BIBLE COLLEGE (1 Mtg.)
- b RESIDENT ACTION COUNCIL (3 Mtgs.)
- c SOBRANTE PARK HOME IMPROVEMENT ASSOCIATION (3 Mtgs.)
- d CITY COUNCIL MEMBER AND STAFF (2 Mtgs.)
- e MINISTERS (2 Mtgs.)
- f OTHER YOUTH GROUPS (BOXING CLUB) (2 Mtgs.)
- g NCPC (2 Mtgs.)

Total estimated hours for this task is 100 hours, including preparation and travel. At each session, consultant will inform the group of the status of Madison Field and solicit input regarding project options and access issues. Graphics will be prepared to engage all participants. Material and meetings will be presented in Spanish if necessary. The OUSD project manager may not need to attend all sessions, but this should be clarified before scheduling meetings. Memos will be prepared for the District summarizing each meeting and community concerns. If additional stakeholders become obvious, the project coordination budget below is flexible enough to absorb a reasonable additional community engagement effort.

**Neuwirth & Associates**  
**P.O. Box 460173**  
**San Francisco, CA 94146-0173**  
**415.550.8575 neuwirth@well.com**

**Project Coordination**

Mr. Neuwirth will be able to assist the District project manager in architect and design team selection as well as review drawings and specifications for the field and other necessary facilities. He will coordinate with the Friends of Oakland Parks and Recreation as well as LISC and any additional funder. He will assist the District in coordinating the modernization efforts at its schools particularly the OSI Schoolyard Improvement Plan for Sobrante Park Elementary School. Mr. Neuwirth will advise on any possible CEQA determination, DSA or any regulatory entitlements, but he will not be responsible for compliance. He will also propose pedestrian access improvements to the site, such as fencing modifications based on "Crime Prevention through City Planning." He will work with the OUSD and the Oakland Police Departments to incorporate safety concerns from the community into the project plan. Total estimated cost for this task is 70 hours.

**Cost and Schedule**

The hourly rate for Donald B. Neuwirth is \$100. Travel time shall be included from Consultant's office in San Francisco for all meeting, site visits, etc. Travel expenses shall be fixed at the adopted IRS mileage rate and increased if changed by the IRS. All tolls will be included. Total travel costs by other modes, if necessary and approved by District, shall be reimbursed. Any insurance or registration required by District shall be additional cost borne by the District.

Traffic study will be billable upon receipt by the District. It will be a fixed price of \$3000.

Contractor shall invoice District monthly for the fee and expenses of the previous month. Payment is due in full within thirty (30) days of receipt of invoice. This Contract shall not exceed \$20,000.

Contractor is able to begin this project upon notice to proceed from District. We anticipate completion of our work on 31 Dec. 2011 based on the current construction schedule. The Access Study will be completed eight weeks from receipt of the notice to proceed.



**Donald B. Neuwirth**  
**P.O. Box 460173, San Francisco, CA 94146-0173**  
**415.550.8575**  
**[neuwirth@well.com](mailto:neuwirth@well.com)**

## **Consulting Experience**

### **Neuwirth & Associates**

Since 1992 I have been the principal of Neuwirth & Associates, which provides environmental planning assistance as an independent contractor to non-profit, corporate and governmental organizations. My current major project is managing the Oakland Schoolyards Initiative. This is a collaborative effort between the East Bay Asian Youth Center, the Spanish Speaking Unity Council and the Oakland Unified School District to revitalize schoolyards. The Robert Wood Johnson Foundation and The California Endowment fund this work. Other projects include waterfront planning for State Parks and the city of Albany as well as strategic planning for the San Francisco Conservation Corps. I have also provided environmental and regulatory review of San Francisco International Airport's Runway Reconfiguration project for the SF Bay Conservation and Development Commission. I managed the Eastshore State Park planning process for the State Coastal Conservancy, State Parks and the East Bay Regional Park District. Previously, I consulted for over 20 youth corps, the Trust for Public Land, the California Environmental Trust, the Industrial Areas Foundation and the Bank of America.

## **Employment History**

### **Urban Ecology, 2005-2008**

I was Executive Director of this 33-year-old non-profit community planning and design organization. With a staff of eight paid and volunteer designers, we developed a concept plan for the East Bay Greenway (a 12-mile bike and pedestrian trail from Central Oakland to Hayward), park plans in the Iron Triangle in Richmond and Hunters Point and two streetscape plans for Community Benefit Districts in San Francisco. I raised and managed a \$650,000 budget with foundation grants and fee-for-service contracts.

### **Marin Conservation Corps, 1987-1992**

As Executive Director, I was directly responsible for fund raising (\$1.5 million annually), marketing and public relations, day-to-day management, work projects and educational program development. MCC is a non-profit youth development program that combines outdoor conservation work with counseling, training and education. It is supported by fee-for-service contracts with land management agencies, foundation grants and federal and state funds.

### **Coastal Conservancy, 1984-1987**

As Coastal Access Program Manager, I managed a \$4.5 million annual grant program for acquisition and construction of new beach access facilities to and along the Pacific Ocean and San Francisco Bay. As Editor-in-Chief, I produced and co-authored *Public Beaches: An Owner's Manual* and edited *California Waterfrontage*, a quarterly magazine. I also developed the California Urban Waterfront Area Restoration Financing Program, a \$650 million tax-exempt financing authority.

### **Coastal Commission, 1973-1983**

As Coastal Access Program Manager, I developed and operated California's first comprehensive beach access program. I coordinated marketing, planning, acquisition, design and construction of shoreline accessways with local governments, non-profit groups and other state and federal agencies. I planned, conducted environmental review of and obtained funding for over 20 new parks as part of an interim public use program with the Department of Parks and Recreation. These units were opened to the public and many other units received Commission approval of their general development plans. Also, I produced many publications, including the *California Coastal Access Guide*, published by University of California Press, which sold over 100,000 copies. As Senior Coastal Appeals Analyst, I analyzed and made recommendations on consistency with the Coastal Act of major residential, commercial and recreational development. Examples of large-scale projects reviewed include Lindbergh Field Terminal at San Diego International Airport, PG&E Tanker Terminal at Moss Landing, Platform Honda OCS in Santa Barbara Channel and Westside Transport and Clean Water Plant in San Francisco. I also developed and managed the Commission's affordable housing program, which produced over 2000 units of housing for low- and moderate-income people throughout the coastal zone. I prepared the Marine Environment, Transportation and Intensity of Development elements of the *Central Coast Regional Coastal Plan* with significant public participation and agency collaboration.

Prior to the Coastal Commission, I was a Program Analyst and Assistant Planner for the City of Richmond Model Cities Program, and a Research and Teaching Assistant in the UC Department of City and Regional Planning. I was also a Peace Corps Volunteer in the Municipal Assistance Program in Chile. I began my career in coastal zone management as a Lifeguard in Coney Island.

For additional details please view my web site: <http://www.well.com/user/ncuwirth>.

### **Education**

AB, Urbanism, with honors. City University of New York, Brooklyn College

MCP (Masters of City and Regional Planning) University of California, Berkeley

**MICHAEL VECCHIO**  
**P. O. Box 376**  
**Walnut Creek, CA 94597**  
**925 407-7183**  
**mjvecchio@yahoo.com**

## **TRANSPORTATION ENGINEERING AND PLANNING EXPERIENCE**

### **City of Berkeley, Associate Transportation Engineer December 2008 to Present**

My responsibilities include traffic impact analyses, plan check/site plan review, AC Transit Bus Rapid Transit studies, and development review of projects from concept to construction.

### **Michael Vecchio, P.E. September 2007 to December 2008**

My work as an independent contractor included safe routes to school projects, a bicycle boulevard design project, San Francisco street-scape designs, and an ADA transition and self-evaluation plan.

### **Alta Planning + Design, Senior Associate February 2007 to August 2007**

I co-managed the Berkeley office consisting of a staff of four – three planners and one administrative assistant. I managed a variety of projects including traffic impact studies, a Caltrans roundabout research study, countywide Safe Routes to School study, grant preparations, bicycle boulevard design projects, as well as providing traffic engineering expertise on bicycle or pedestrian master plans.

### **City of Walnut Creek, Transportation Specialist August 2000 to January 2007**

While in Walnut Creek, I was: the project manager for two comprehensive downtown studies; project manager for a study that successfully recommended to City Council that multi-family parking requirements be reduced by 10 to 25 percent; integral part of a review team for the Walnut Creek BART station development plans; Bicycle Advisory Committee staff liaison; past Chairperson of MTC's Regional Pedestrian Committee; reviewing developments for traffic impact and site plan concerns; and solely responsible for the preparation of three successful grant applications totaling over \$700,000.

### **City of Oakland, Supervising Transportation Engineer November 1994 to May 2000**

Supervising four staff members, I was responsible for: review and critique of transportation issues in all EIRs and Planning Department projects; review of projects under development



Resume

management of off-street parking facilities (over 3,600 spaces, 19 facilities, and \$1.5 million operating contract); preparation of signal design and construction documents; all traffic safety, operations and timing for over 550 signals; traffic engineering aspects of street design and construction projects; annual \$400,000 program to install new signals and modify existing signals; and liaison to the Mayor's Commission on Persons with Disabilities.

**City of Oakland, Associate Transportation Engineer  
October 1987 to November 1994**

With assistance from several engineers, I was responsible for: signal layout design, timing, and coordination for over 550 signals; response to citizen and business inquiries about signal operations and safety; EIR review and critique; traffic control and staging for all major construction projects; traffic engineering design for a 3.5 mile long four-lane divided arterial; contract preparation for traffic signal and guardrail projects; preparation of successful grants for guardrail projects and signal improvement projects totaling over \$800,000.

**City of Oakland, Assistant Transportation Engineer  
June 1985 to October 1987**

I undertook hundreds of investigations of safety or parking issues; was responsible for the review of all site plans; approved construction detour plans; and prepared TRANSYT-7F analyses.

**DKS Associates  
June 1979 to June 1982**

I was the Project Planner for numerous traffic impact studies for a wide variety of developments and used computer programs to study city-wide short-range and long-range transportation impacts (e.g., TRANPLAN, TRACS). I also did extensive evaluations on transit system routing for several communities and undertook community-wide traffic safety studies and development of mitigations.

**De Leuw, Cather & Co., Traffic Engineer  
November 1978 to June 1979**

I was the Project Engineer for traffic impact studies and a major traffic corridor study for a 200 mile section of Highway 1 in northern California.

**EDUCATION**

Master of Science, Transportation Engineering, U.C. Berkeley, California  
Bachelor of Science, Civil Engineering, S.U.N.Y. at Buffalo, New York

**LICENSES/CERTIFICATIONS**

Traffic Engineer (California) – No. TR001465  
Safe Routes to School National Instructor Certification

Resume

management of off-street parking facilities (over 3,600 spaces, 19 facilities, and \$1.5 million operating contract); preparation of signal design and construction documents; all traffic safety, operations and timing for over 550 signals; traffic engineering aspects of street design and construction projects; annual \$400,000 program to install new signals and modify existing signals; and liaison to the Mayor's Commission on Persons with Disabilities.

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**EDUCATION**

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Bachelor of Science, Civil Engineering, S.U.N.Y. at Buffalo, New York

**LICENSES/CERTIFICATIONS**

Traffic Engineer (California) – No. TR001465  
Safe Routes to School National Instructor Certification





# CERTIFICATE OF LIABILITY INSURANCE

CXW  
R054DATE (MM/DD/YYYY)  
08-31-2012

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

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

<b>PRODUCER</b> DEALEY RENTON & ASSOC INS BRKR/PHS 101010 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (877) 905-0457
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Sentinel Ins Co LTD		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		


**INSURED**  
 DON NEUWIRTH  
 PO BOX 460173  
 SAN FRANCISCO CA 94146

**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.

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Those usual to the Insured's Operations. Oakland Unified School District are an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

<b>CERTIFICATE HOLDER</b> Oakland Unified School District Attn: Susie Butler-Berkley 955 HIGH ST OAKLAND, CA 94601	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DEALEY RENTON & ASSOC INS BRKR/PHS  
PO BOX 33015  
SAN ANTONIO TX, 78265

Oakland Unified School District  
Attn: Susie Butler-Berkley  
955 HIGH ST  
OAKLAND, CA 94601

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