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OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools. Thriving Students.

# Memo

**To** Board of Education

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

**Board Meeting Date** June 14, 2017

**Subject** Agreement for Architectural Services - The Marshall Associates - Various Finishing Kitchens Project

**Action Requested** Approval by the Board of Education of an Agreement for Architectural Services between the District and The Marshall Associates, Oakland, CA., for the latter to provide re-assessment of (7) existing kitchens, providing project review and evaluations of each existing conditions, making recommendation for use of existing equipment developing cost model to equip all existing kitchens facilities as finishing kitchens, in conjunction with the Various Finishing Kitchens Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 15, 2018 and concluding no later than December 15, 2018, in an amount not-to exceed \$41,690.00.

**Discussion** Vendor's original design contract expired and remaining services are required to complete project.

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

**LBP (Local Business Participation Percentage)** 100.00%

**Recommendation** Approval by the Board of Education of an Agreement for Architectural Services between the District and The Marshall Associates, Oakland, CA., for the latter to provide re-assessment of (7) existing kitchens, providing project review and evaluations of each existing conditions, making recommendation for use of existing equipment developing cost model to equip all existing kitchens facilities as finishing kitchens, in conjunction with the Various Finishing Kitchens Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 15, 2018 and concluding no later than December 15, 2018, in an amount not-to exceed \$41,690.00.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

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



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

Legislative File ID No. \_\_\_\_\_

Department: Facilities Planning and Management

Vendor Name: The Marshall Associates

Project Name: Various Finishing Kitchens Project No.: 16104

Contract Term: Intended Start: 6/15/2016 Intended End: 12/15/2018

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$41,690.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy?  Yes (No if Unchecked)

How was this Vendor selected?

This vendor was pre-qualified and is a SLBE.  
*Sole Source*

Summarize the services this Vendor will be providing.

The scope of work includes the re-assessment of (7) existing kitchens, providing project review and evaluations of each existing conditions. Making recommendation for use of existing equipment, developing a cost model to determine budgets to equip all existing kitchens facilities as finishing kitchens. The development of schematic design layouts for each school. Scope also includes meetings, study time, graphic studies and narratives performed by Marshall Associates.  
Additional scope includes evaluation of the Sobrante Park location.  
Additional service proposal is \$37,900 with an \$3,790 Owner contingency.

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

If No, please answer the following:

1) How did you determine the price is competitive?

\_\_\_\_\_

2) Please check the competitive bid exception relied upon:

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

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

**Architectural / Engineering / Design**  
**Less Than \$87,700**

This Agreement for Architectural / Engineering / Design Services is made as of the **19th day of May, 2017**, between the **Oakland Unified School District**, a California public school district ("District"), and **The Marshall Associates** ("Architect") (individually a "Party" and collectively "Parties"), for the following project ("Project"):

Various Finishing Kitchens

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

**Article 1. Definitions**

- 1.1. In addition to the definitions above, the following definitions for words and phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The architect/engineer listed in the first paragraph of this Agreement, including all Consultants to the Architect.
  - 1.1.3. **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District's contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders.
  - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that DSA has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.
  - 1.1.6. **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
  - 1.1.7. **District:** The Oakland Unified School District.
  - 1.1.8. **DSA:** The Division of the State Architect.
  - 1.1.9. **Project Budget:** The total amount indicated by the District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs.
  - 1.1.10. **Record Drawings:** A final set of drawings prepared by the Architect based upon marked-up prints, drawings, and other data furnished to Architect by Contractor that incorporates all changes from all As-Builts, sketches, details, and clarifications.
  - 1.1.11. **Service(s) or Work:** All labor, materials, supervision, services, tasks, and work

that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

- 1.1.12. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

## **Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall provide the Services as described in **Exhibit "A"**, commencing with receipt of a written Notice to Proceed or authorization from District to perform Services requested hereunder.
- 2.2. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 2.3. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

## **Article 3. Completion of Services**

The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the time as specified in the notice, if any.

## **Article 4. Compensation and Value of Agreement**

- 4.1. District shall pay Architect for all Services contracted for under this Agreement on a time and materials basis. The total compensation paid Architect pursuant to this Agreement may not exceed **FORTY-ONE THOUSAND, SIX HUNDRED NINETY DOLLARS AND NO CENTS (\$41,690.00)**.
- 4.2. Architect shall notify District if District requested services or reimbursables will exceed the Contract Price of this Agreement. If any work is performed by Architect without the prior written authorization of District, District shall not be obligated to pay for such work. The Parties may, by written agreement, increase the monetary limit of this Agreement.
- 4.3. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Architect submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- 4.4. **Expenses.** District shall not be liable to Architect for any costs or expenses paid or incurred by Architect in performing the Services for District.

## **Article 5. Ownership of Data**

- 5.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and

- perpetual license for District to use, at its discretion, all plans, including, but not limited to, Record Drawings, specifications, and estimates that the Architect or its consultants, prepares or causes to be prepared pursuant to this Agreement.
- 5.2. The Architect retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, Record Drawings, specifications, estimates, and other documents that the Architect or its consultants prepares or causes to be prepared pursuant to this Agreement.
  - 5.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, a "thumb" drive and/or compact disc with these documents that is compatible with AutoCAD. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
  - 5.4. In order to document exactly what CADD information was given to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the Architect or Consultant(s) subsequent to it being given to the District.
  - 5.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") in electronic format (Microsoft Word) which the District shall have the right to utilize in any way permitted by statute:
    - 5.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
    - 5.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
    - 5.5.3. One (1) set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical, and electrical), roof plan, sections, and exterior elevations of the Project.
    - 5.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data, and reports prepared by the Architect under this Agreement.
  - 5.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge and participation, the District agrees to release Architect of responsibility for such changes, and shall indemnify, defend, and hold the Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of that change or use except to the extent the Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove

all title blocks and other information that might identify the Architect and the Architect's consultants.

## **Article 6. Termination of Agreement**

- 6.1. If Architect fails to perform Architect's duties to the satisfaction of the District and as required by this Agreement, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions that caused the District to terminate this Agreement. The District may, at its discretion, provide the Architect time to cure its default or breach. Services shall commence **June 15, 2017**, and concluding no later than **December 15, 2018**.
- 6.2. District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.
- 6.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 6.4. The Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective after receipt of written notice from Architect to the District. Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination.
- 6.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay the Architect only the costs associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 6.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, the Architect may terminate this Agreement by giving written notice.

## **Article 7. Indemnity/Architect Liability**

- 7.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or

otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.

7.2. The following shall be Claims, to the extent they satisfy the definition of Claims herein:

7.2.1. The cost of Project delays. Without limiting Architect's liability for indirect cost impacts due to Project delays, the direct costs for which the Architect shall be liable for shall be proportionate to the amount the District is liable to the Project contractor(s), subcontractor(s), suppliers, inspector(s), construction manager(s) for the Project delays, including the proportionate cost of interim housing necessitated by Project delays, to the extent that the Project delays arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services which falls below the applicable standard of care of Architects engaged in similar public education projects.

7.2.2. The cost of construction change orders for errors and omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for which the Architect shall be liable shall equal the difference between the cost of the change order(s) and the reasonable cost of the work had that work been a part of the originally prepared construction documents, the change order(s) result from any error or omission of Architect in the performance of Services which falls below the applicable standard of care of Architects engaged in similar public education projects.

These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.

7.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

## **Article 8. Mandatory Mediation for Claims**

8.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein and under Article 7., above, to submit the Claim to a mandatory good-faith mediation process ("Mediation"). The Parties' expectations are that if the Claim is made by a third party (e.g., a contractor), that the third party will be a participant in that Mediation. The Parties agree that any statute of limitations applicable to any Claim shall be tolled for the period from the date a Party requests Mediation through the tenth (10<sup>th</sup>) day after termination of the Mediation, unless otherwise agreed to by the Parties.

8.2. Except as set forth below, the Parties agree to refrain from filing, maintaining, or prosecuting any action related to the Claim during the pendency of the Mediation provided



that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.

- 8.3. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with such rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, or any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.
- 8.4. The Parties shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the Parties are unable to agree upon a mediator, then the mediator shall be appointed by JAMS/Endispute.
- 8.5. The Mediation shall take place at a location within twenty (20) miles of the District's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the Parties, but, unless otherwise agreed to in writing, each Party shall bear its own attorney's fees.
- 8.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.
- 8.7. This mandatory mediation process shall only apply to Claims pursuant to the Architect Indemnity provision herein and shall not apply to any disputes to be resolved pursuant to the Alternative Dispute Resolution provisions herein.

## **Article 9. Fingerprinting**

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

## **Article 10. Responsibilities of the District**

- 10.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 10.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 10.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents

prepared by Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

- 10.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and desirable for the coordination or management of work related to the Project.
- 10.5. The District shall provide to the Architect all relevant information it knows it possesses regarding the Project that the Architect needs to perform its Services. The District shall provide this information and its decisions required under this Agreement in a timely manner and to avoid unreasonable delay in the Project.

#### **Article 11. Liability of District**

- 11.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.
- 11.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by Architect, or by its employees, even though such equipment may be furnished or loaned to Architect by District.

#### **Article 12. Nondiscrimination**

- 12.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of such person.
- 12.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

#### **Article 13. Insurance**

- 13.1. The Architect shall procure and maintain at all times it performs any portion of Services the following insurance with minimum limits equal to the amount indicated below.
  - 13.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Architect, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from or in connection with the performance of any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

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

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

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
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

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

13.2.1. 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."

13.2.2. 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.

13.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Architect's insurance policies shall be primary to any insurance or self-insurance maintained by District.

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

13.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M.

Best's rating of no less than A:VII, unless otherwise acceptable to the District.

#### **Article 14. Covenant Against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration, or to recover, the full amount of such compensation, fee, commission, percentage fee, gift, or contingency.

#### **Article 15. Entire Agreement/Modification**

This Agreement, including the Exhibits incorporated by reference into this Agreement, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

#### **Article 16. Non-Assignment of Agreement**

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate, or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation, or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate, or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation, or sublease without Architect's prior written consent shall be considered null and void.

#### **Article 17. Law/Venue**

- 17.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 17.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

#### **Article 18. Alternative Dispute Resolution**

##### **18.1. Architect's Invoices**

- 18.1.1. If the District disapproves of any portion or amount(s) of the Architect's invoices, the District shall within thirty (30) days of receipt by the District of any of the Architect's invoices, communicate to the Architect in writing, with reasonable detail, what portion or amount of the Architect's invoices that are disapproved for payment, what portion or amount of the Architect's invoices that are approved for payment, and the basis for the District's disapproval of the disputed portion(s) or

amount(s) of the Architect's invoices ("Disputed Architect Invoice Detail").

- 18.1.2. If the Architect disagrees with the Disputed Architect Invoice Detail, the Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to any such disapproved portion or amount of the Architect invoices and the Disputed Architect Invoice Detail to determine if the dispute can be resolved. Such meet and confer communications shall include, but are not limited to, face-to-face meetings within thirty (30) days of the Architect's notice to the District with the appropriate District and Architect personnel as appropriate and necessary.
- 18.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a dispute as indicated herein.
- 18.2. Disputes between the parties arising out of this Agreement shall be resolved by the following processes:
  - 18.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any controversy or dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for any Disputed Architect Invoice Detail shall satisfy this negotiation requirement.
  - 18.2.2. **Mediation.** Within thirty (30) days, but no earlier than fifteen (15) days, following the earlier of receipt of notice by one party by the other party of a demand for mediation, the parties shall submit the dispute to non-binding mediation administered by the AAA (or other agreed upon rules) under its construction industry mediation rules, unless waived by mutual stipulation of both parties.
  - 18.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this Agreement is located.
- 18.3. Architect shall neither rescind nor stop the progress of its work pending the outcome of any dispute under this Agreement.

## **Article 19. Severability**

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

## **Article 20. Employment Status**

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

- 20.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical, or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave, or other leave, with or without pay, or for other benefits which accrue to a District employee.
- 20.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 20.4. Should a relevant taxing authority determine a liability for past services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 20.5. A determination of employment status pursuant to the preceding paragraphs of this Article shall be solely for the purposes of the particular tax in question and, for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.
- 20.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

## **Article 21. Warranty and Certification of Architect**

- 21.1. Architect warrants and certifies that the Architect is properly certified and licensed under the laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.
- 21.2. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 21.3. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation may be One Thousand Dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws.

**Article 22. Cost Disclosure - Documents And Written Reports**

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

**Article 23. Notices & Communications**

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

**Oakland Unified School District**

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

**Architect:**

The Marshall Associates  
240 Third Street, Suite 2B  
Oakland, CA 94607  
Attn: Steve Marshall  
Phone: **415-452-3224**

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

**Article 24. Disabled Veteran Business Enterprise Participation**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBEs") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Architect, before it executes this Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract, and documentation demonstrating the Architect's good faith efforts to meet these goals.

**Article 25. Local, Small Local and small Local Resident Business Enterprise (L/SL/SLRBE) Program**

Architect 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.

**Article 26. District's Right to Audit**

26.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of the Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall

keep this information confidential, as allowed by applicable law.

- 26.2. The District's Right includes the right to examine any and all books, records, documents, and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with all requirements of this Agreement.
- 26.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred or anticipated to be incurred.
- 26.4. The Architect shall maintain complete and accurate records for a minimum of seven (7) years and in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit all Project related accounting records and documents and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.
- 26.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 26.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

## **Article 27. Other Provisions**

- 27.1. Neither the District's review of, approval of, nor payment for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District.
- 27.2. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 27.3. The Architect acknowledges that the District is a public agency that is subject to heightened curiosity by the news media and the public and that the Architect may not be apprised of all facts surrounding the Project that Architect is working on. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Architect shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Architect receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole



discretion, the District shall determine the appropriate response to the complaint.

- 27.4. **Confidentiality.** Architect, and its Consultants, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. Architect understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 27.5. **Incorporation of Exhibits.** Any and all Exhibits and Certificate(s) attached hereto, including without limitation **Exhibit "A,"** are hereby incorporated by this reference and made a part of this Agreement.

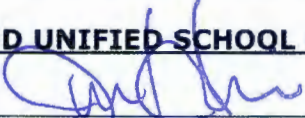
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered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

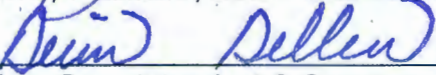
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**Susie Butler-Berkley**  
**Contract Analyst**

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
James Harris, President, Board of Education 6/14/17  
Date

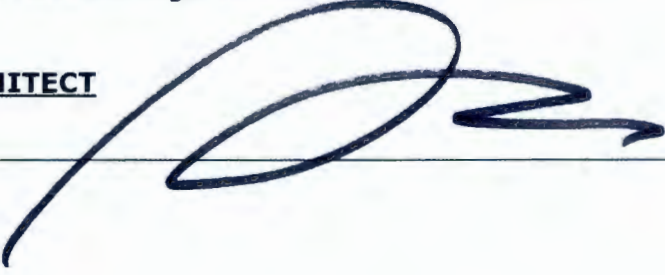
  
Devin Dillon, Superintendent & Secretary, Board of Education 6/14/17  
Date

  
Joe Dominguez, Deputy Chief, Facilities Planning and Management Date

**APPROVED AS TO FORM:**

  
OUSD Facilities Legal Counsel 6/2/17  
Date

**ARCHITECT**

  
5.24.17  
Date

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

I am aware of and hereby certify that neither The Marshall Associates, Inc. ("Architect") 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. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

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

IN WITNESS WHEREOF, this certification has been duly executed by the Principal of the above named Architect on the 24 day of May, 2017, for the purposes of submission of this Agreement.

**Architect**

By: 

Print Name: Steve Marshall

Print Title: President, Designer

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

FOODSERVICE & LAUNDRY  
CONSULTANTS/DESIGNERS

240 3<sup>rd</sup> Street, Suite 2-B  
OAKLAND CA 94607  
415/677-1200  
FAX 415/677-1210

STEVEN MARSHALL, FCSI  
MARK R WALSH, FCSI

*The Marshall Associates, Inc.*

**EXHIBIT A**

April 10, 2017

\*Updated April 24, 2017

Tadashi Nakadegawa, Director  
Department of Facilities Planning and Management  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

Re: Finishing Kitchen Development Study – Reassessment of Seven (7) Selected School Sites to Confirm Capabilities to Function as an Operational Kitchen and Assessment of Sobrante Park Kitchen Facility  
Oakland Unified School District (OUSD) – Oakland, CA

Dear Tadashi:

Thank you for inviting The Marshall Associates, Inc. to submit additional services for the above noted project. I am emailing one copy our revised proposal for professional services. The fee as quoted in this contract proposal is based on our estimate of office, field time, and expenses involved in the execution of the work as we understand it, and follows the basic outline of desired services discussed in a meeting with Colland Jang on March 16, 2017.

Stacey Jennings is the Director of this project.

Our professional insurance in the amount of \$2,000,000.00 is carried with the National Union Fire Insurance Company of Pittsburgh, PA, through our Broker, Ewing and Associates of Kensington, MD.

Should you have any questions regarding this proposal, or the tasks we have outlined, please advise and we will attempt to modify the contents to our mutual satisfaction. Thank you for the opportunity to submit this proposal for professional services.

Best Regards,

Steven W. Marshall  
President

April 10, 2017

**PROJECT:** Finishing Kitchen Development Study – Reassessment of Seven (7) school sites per Updated Approach Oakland Unified School District (OUSD) and Assessment of Sobrante Park Kitchen Facility – Oakland, CA

**SCOPE OF PROJECT:**

The mission of this project is to perform updated foodservice facility assessments for seven (7) of the sixteen (16) of the sixteen (16) schools that were included in the Finishing Kitchen Development Study performed in Summer 2016 and make recommendations to equip the seven (7) selected school kitchens to operate as fully functioning and code compliant kitchens while reusing as much existing equipment and utilities as possible. Upgrading and renovating these existing facilities will help to properly equip them to receive, store and prepare bulk ingredients that are packaged as recipe kits from the district Central Kitchen.

We will also perform a foodservice facility assessment at Sobrante Park's existing kitchen space and make recommendations to equip the space to operate as a fully functioning kitchen. Upgrading and renovating the existing facility will help to properly equip them to receive, store and prepare bulk ingredients that are packaged as recipe kits from the district Central Kitchen.

The following sites, in addition to Sobrante Park, have been chosen by the District to be reevaluated for optimal use of existing equipment:

**District 3:**

Prescott Elementary School  
Martin Luther King, Jr. Elementary School

**District 4:**

Fruitvale Elementary School  
Joaquin Miller Elementary School  
Sequoia Elementary School  
Thornhill Elementary School

**District 7:**

Brookfield Elementary School

**METHODOLOGY:**

On-site visits will be conducted by Byrens Kim Design Works to further assess the seven (7) selected school facilities plus Sobrante Park school and examine reuse of existing utilities and architectural layouts. Existing equipment and site conditions will be reviewed by The Marshall Associates, Inc. for health department requirement deficiencies and California Retail Food Code compliance. Byrens Kim will generate updated architectural and MEP related improvement narratives and generate an updated order of magnitude project budget for each of the seven (7) selected school sites.

The floor plans, narratives and photographs previously created for the seven (7) school kitchens, cafeterias, dining areas and adjacent spaces will also be used plus new designs, images and narratives for Sobrante Park.

The OUSD Nutrition Services requirements will be considered and further interviews will take on a site by site basis.

**Page 2**

Finishing Kitchen Development Study – Reassessment of Seven (7) school sites per Updated Approach Oakland Unified School District (OUSD) and Assessment of Sobrante Park Kitchen Facility – Oakland, CA

**DELIVERABLES:**

1. Provide updated narrative descriptions for each of the selected seven (7) schools and a new narrative for Sobrante Park that will identify assumptions, existing conditions, useful life and potential reuse of existing equipment, study findings and recommendations so site can operated as functioning, code compliant kitchen.
2. Develop an outline cost model to determine approximate budget to equip the seven (7) selected existing kitchen facilities and Sobrante Park as functioning and code compliant kitchens.
3. Develop updated schematic design layouts for each of the seven (7) selected school sites and new schematic design layout for Sobrante Park.
4. This proposal includes all meeting time, study time, graphic studies and narratives. Expenses for printing and overnight/express delivery will be at cost. Stacey Jennings will be the Director of this project.

**COMPENSATION AND BILLING:**

- A. Compensation for The Marshall Associates, Inc. OUSD Seven (7) Site Reassessment Study work and new assessment of Sobrante Park as outlined above will be for a flat fee of \$10,700.00. Compensation for Byrens Kim Design Works OUSD Seven (7) Site Reassessment Study work and Site Study Work for Sobrante Park as outlined in their attached proposals will be for a flat fee of \$27,200.00. Fee includes all trips to Oakland to further review existing conditions, conduct any necessary interviews and discuss program findings.

<u>Tasks/Deliverables – The Marshall Associates, Inc.</u>	<u>Cost</u>
Deliverables 1, 2 & 3 (updated narrative descriptions, budgets and redesigns for each of seven schools plus new assessment of Sobrante Park) plus coordination with Byrens Kim Design Works	\$10,700.00
<u>Tasks/Deliverables – Byrens Kim Design Works (attached proposals)</u>	<u>Cost</u>
Architectural, Mechanical & Electrical	\$27,200.00
<b>Total:</b>	<b>\$37,900.00</b>

- B. Should for any reason the progress of the work be stopped, the Consultants shall be paid for all work accomplished to the time of the cessation of work. The basis for determining the amount due shall be the actual amount of hourly work completed. Hourly rates: Steven Marshall, Principal, \$225.00/Hr., Stacey Jennings, Project Director, \$165.00/Hr., Clerical, \$75.00/Hr.
- C. It is understood that the fee as herein mentioned, shall not exceed the maximum as quoted unless the Consultant is called upon to perform services above and beyond those listed herein.

**Page 2**

Finishing Kitchen Development Study – Reassessment of Seven (7) school sites per Updated Approach  
Oakland Unified School District (OUSD) and Assessment of Sobrante Park Kitchen Facility – Oakland, CA

**COMPENSATION AND BILLING: (cont'd)**

- D. Successors and Assignments: The Consultants and the Owner each binds himself, his partner, successors, legal representatives and assigns to the other party to this agreement, and to the partners, successors, legal representatives and assigns of such other party in respect of all covenants of this agreement. Neither the Consultant nor the Owner shall assign or transfer his interest in this agreement without the other's written agreement.
- E. Arbitration: All questions in dispute under this agreement may be submitted to arbitration when practical, in accordance with the provisions, or in the event there are judicial proceedings instead of arbitration, reasonable attorney fees shall be fixed by the Court.

**INSURANCE:**

- A. It is understood that the Consultants carry and maintain professional liability insurance in the amount of \$2,000,000.00.

If the above is satisfactory and in order per your requirements for this Project, please sign one copy of this proposal and return to our office for our records.

THE MARSHALL ASSOCIATES, INC.

OAKLAND UNIFIED SCHOOL DISTRICT

Steven W. Marshall  
President

Title:  
Date:



Cordially,

A handwritten signature in black ink, appearing to read 'Dong E Kim', with a stylized flourish at the end.

Dong E Kim, AIA, LEED AP  
Principal  
Byrens Kim Design Works





# CERTIFICATE OF LIABILITY INSURANCE

MARS350

OP ID: S1

DATE (MM/DD/YYYY)

05/11/2017

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

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

<b>PRODUCER</b> Professional Services JLT Facilities 22 Century Hill Dr. Ste. 103 Latham, NY 12110-1423 JGSC - P & C	<b>CONTACT NAME:</b> JGSC - P & C	
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
<b>INSURED</b> The Marshall Assocs Inc 240 3rd Street, Suite 2-B Oakland, CA 94607	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : <b>Beazley Ins Co Inc.</b>	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
<b>A</b>	<b>Misc Prof Liab</b>			<b>V11CZV16PNPM</b>	<b>08/15/2016</b>	<b>08/15/2017</b>	<b>Per Claim 2,000,000</b> <b>Aggregate 2,000,000</b>

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

Deductible: \$10,000

**CERTIFICATE HOLDER****CANCELLATION**

OAKL000

Oakland Unified School  
 Distric  
 900 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

*John M. Conway*

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Lot 14 P5 20



**DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM**

**Project Information**

<b>Project Name</b>	Various Finishing Kitchens Project	<b>Site</b>	918
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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>	The Marshall Associates	<b>Agency's Contact</b>	Steve Marshall				
<b>OUSD Vendor ID #</b>	I007097	<b>Title</b>	Project Manager				
<b>Street Address</b>	240 Third Street, Ste. 2B	<b>City</b>	Oakland	<b>State</b>	CA	<b>Zip</b>	94609
<b>Telephone</b>	415-854-9914	<b>Policy Expires</b>	10-13-2017				
<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>	16104						

**Term**

<b>Date Work Will Begin</b>	6-15-2017	<b>Date Work Will End By</b> (not more than 5 years from start date)	12-15-2018
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**Compensation**

<b>Total Contract Amount</b>	\$	<b>Total Contract Not To Exceed</b>	\$41,690.00
<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	9189905994	6252	\$41,690.00

**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>		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>		<b>Date Approved</b>		6/2/17
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b>		<b>Date Approved</b>		
4.	<b>Senior Business Officer, Board of Education</b>				
	<b>Signature</b>		<b>Date Approved</b>		
5.	<b>President, Board of Education</b>				
	<b>Signature</b>		<b>Date Approved</b>		