

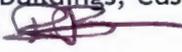
Board Office Use: Legislative File Info.	
File ID Number	16-0557
Introduction Date	4/13/16
Enactment Number	16-0492
Enactment Date	4-13-16



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools. Thriving Students

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
By: Vernon Hal, Deputy Superintendent, Business Operations <sup>VEK</sup>  
Roland Broach, Executive Director, Buildings, Custodial & Grounds,  
Facilities Planning and Management 

**Board Meeting Date** ~~March 23, 2016~~ APRIL 13, 2016

**Subject** Amendment No. 2, Agreement for Supervision of Demolition Work - West Bay Builders, Inc./Digital Design Communications/Eclipse Electric Joint Venture - The Center (Formerly Known as Foster Elementary School Central Commissary Project)

**Action Requested** Approval by the Board of Education of Amendment No. 1, Independent Contractor Agreement for Professional Services between District and West Bay Builders/Digital Design Communications/Eclipse Electric Joint Venture (JV), Navato, CA, for the latter to provide additional supervision of demolition services, in conjunction with The Center Project (formerly known as Foster Elementary School Central Commissary Project), in an additional amount not to exceed \$85,000.00, increasing the Contract not to exceed amount from \$770,708.00 to \$855,708.00 and all other terms and conditions of the Contract remain in full force and effect.

**Background** The Joint Venture has been hired to work out all the details of the contract.

**Local Business Participation Percentage** 100.00%

**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, Independent Contractor Agreement for Professional Services between District and West Bay Builders/Digital Design Communications/Eclipse Electric Joint Venture (JV), Navato, CA, for the latter to provide additional supervision of demolition services, in conjunction with The Center Project (formerly known as Foster Elementary School Central Commissary Project), in an additional amount not to exceed \$85,000.00, increasing the Contract not to exceed amount from \$770,708.00 to \$855,708.00 and all other terms and conditions of the Contract remain in full force and effect.

**Fiscal Impact**

Measure J, Fund 21

\$242,440.00 - Original Agreement Amount

\$528,268.00 - Cost increase for demolition services per Amendment No. 1

\$770,708.00 - Revised Agreement Amount (File No. 15-2422)

\$85,000.00 - Cost increase for supervision of demolition work per Amendment No. 2

\$855,708.00 - New Revised Agreement Amount

**Attachments**

- Pre-Construction Contract including scope of work
- Certificate of Insurance



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

**Legislative File ID No.** 16-0557

**Department:** Facilities Planning & Management

**Vendor Name:** West Bay Builders, Inc//Digital Design Communications/Eclipse Electric/JV

**Project Name:** The Center **Project No.:** \_\_\_\_\_

**Contract Term:** Start Date: 8-13-2014 End Date: \_\_\_\_\_

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$ 85,000.00

**Approved by:** COO/General Counsel

**Is Vendor a local Oakland Business or have they meet the requirements of the Local Business Policy?** Yes  No

**Why was this Vendor selected?**

RFQ-Services Central Kitchen Project

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

Supervision of Demolition of Marcus Foster School Site.

**Was this contract competitively bid?** Yes  No

If No, 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 alternate 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**



**AMENDMENT NO. 2 TO INDEPENDENT  
CONSULTANT AGREEMENT FOR PROFESSIONAL  
SERVICES – THE CENTER PROJECT (formally known as  
Foster Elementary School Central Commissary)**

This Amendment is entered into between the Oakland Unified School District (OUSD) and West Bay Builders, Inc./Digital Design Communications/Eclipse Electric Joint Venture. OUSD entered into an Agreement with CONTRACTOR for services on July 7, 2014, and the parties agree to amend that Agreement as follows:

<b>1. Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>		
The CONTRACTOR agrees to provide the following amended services: Supervision of the Demolition of the Existing Foster Elementary School Building(s) prior to commencement of The Center / Central Kitchen Tenant Improvements Project. Please see attached Exhibit "A" Scope of Work		
<b>2. Terms (duration)</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	
<b>3. Price:</b>	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .	Increase: \$85,000

**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 were previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase
1.		Cost increase for demolition services per Amendment No. 1	\$528,268.00

**6. Approval:** Approve Amendment No. 2 to the Independent Consultant Agreement for Professional Services with West Bay Builders, Inc. /Digital Design Communications/Eclipse Electric, Joint Venture to increase the scope of services to include the supervision of demolition and the increase the original Agreement by \$85,000.00. The original cost of services under the Agreement was for a not to exceed amount of \$242,440. The new total cost of services under the Agreement is now \$855,708.00.

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris  
James Harris, President,  
Board of Education

Antwan Wilson  
Antwan Wilson, Superintendent  
Secretary, Board of Education

Roland Broach  
Roland Broach, Executive Director  
Of Buildings, Custodial & Grounds  
Facilities Planning & Management  
Department

4-13-16  
Date

4-13-16  
Date

2-25-16  
Date

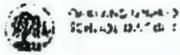
CONTRACTOR

[Signature] 3/21/16  
Contractor Signature Date

Print Name, Title CLAYTON FETTER

VP

File ID Number: 16-0557  
Introduction Date: 4-13-16  
Enactment Number: 16-0492  
Enactment Date: 4-13-16  
By:



**AMENDMENT NO. 1 TO INDEPENDENT  
CONSULTANT AGREEMENT FOR PROFESSIONAL  
SERVICES – THE CENTER PROJECT (formally known as  
Foster Elementary School Central Commissary)**

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If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>		
The CONTRACTOR agrees to provide the following amended services: Demolition of the Existing Foster Elementary School Building(s) prior to commencement of The Center / Central Kitchen Tenant Improvements Project. Please see attached Exhibit "A" Scope of Work		
<b>2. Terms (duration):</b>	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	
<b>3. Price:</b>	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .	Increase: \$528,268.00

**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:** Approve Amendment No. 1 to the Independent Consultant Agreement for Professional Services with West Bay Builders, Inc. /Digital Design Communications/Eclipse Electric, Joint Venture to increase the scope of services to include demolition and the increase the original Agreement by \$528,268. The original cost of services under the Agreement was for a not to exceed amount of \$242,440. The new total cost of services under the Agreement is now \$770,708.00.

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President,  
Board of Education

Date \_\_\_\_\_

Antwan Wilson, Superintendent  
Secretary, Board of Education

Date \_\_\_\_\_

Lance Jackson, Interim Deputy Chief  
Facilities, Planning and Management

Date \_\_\_\_\_

CONTRACTOR

Contractor Signature

3/31/14  
Date

Clayton Fraser, Vice President  
Print Name, Title

*J. Minor* Approved

**EXHIBIT "A" Scope of Work**

**Contractor Name:** West Bay Builders, Inc./Digital Design Communications/Eclipse Electric, Joint Venture

Description of Services to be provided:

Supervision of:

1. Removal of all the existing building slabs on grade, and footings. Includes: the area between the gymnasium and the main building, starting with the bridge between the gym and the main building, SOG walkway, stairs and footings; all adjoining concrete stairs and amphitheater seats and slab, and mechanical equipment adjoining the existing building on 29th Street.

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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## AMENDMENT NO. 2 INDEPENDENT CONSULTANT FOR PROFESSIONAL SERVICES ROUTING FORM

Project Information			
Project Name	The Center	Site	13133

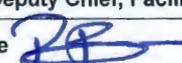
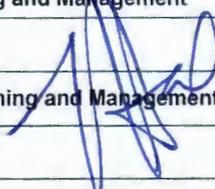
Basic Directions	
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.	
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/>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

Contractor Information							
Contractor Name	West Bay Builders/Digital Design Communications/Eclipse Electric JV	Agency's Contact	Paul Thompson				
OUSD Vendor ID #	V060931	Title	Project Manager				
Street Address	250 Bel Marin Keys Blvd	City	Navato	State	CA		94949
Telephone	415-465-8972	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? X Yes <input type="checkbox"/> No				
OUSD Project #	13133						

Term			
Date Work Will Begin	8-13-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	8-13-2017

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 855,708.00
Pay Rate Per Hour <small>(If Hourly)</small>	\$	If Amendment, Changed Amount	\$ 85,000.00
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1849905890	6271	\$ 85,000.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management			
	Signature 	Date Approved	2/27/16	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature 	Date Approved	2-26-16	
3.	Interim Deputy Chief, Facilities Planning and Management			
	Signature 	Date Approved	2-26-16	
4.	Chief Operations Officer Facilities Planning and Management			
	Signature 	Date Approved	2-26-16	
5.	President, Board of Education			
	Signature	Date Approved		

Board Office Use: Legislative File Info.	
File ID Number	15- 2422
Introduction Date	12-16-15
Enactment Number	15-1924
Enactment Date	12-16-15 <i>4</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT  
*Learning by doing. Safe. Thriving. Together.*

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
By: Hitesh Haria, COO  
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

**Board Meeting Date** December 16, 2015

**Subject** Amendment No. 1 to the Independent Consultant Agreement for Professional Services and Preliminary Services with West Bay Builders, Inc./Digital Design Communications/Eclipse Electric, Joint Venture to include the demolition of Foster Elementary School in the prior approved scope of preliminary services in support of The Center Project.

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**Action Requested** Approval by the Board of Education of Amendment No. 1 to the Independent Consultant Agreement for Professional Services with West Bay Builders, Inc. /Digital Design Communications/Eclipse Electric, Joint Venture to increase the scope of services to include demolition of the Existing Foster Elementary School Building(s) prior to commencement of The Center Tenant Improvements Project, scheduled to commence construction following Department of State Architect approval in January, 2016.

**Background** The scope of the amendment is to coordinate the demolition of the Foster Elementary School Campus in advance of the commencement of construction on The Center Project.

**LBP (Local Business Participation Percentage)** 40%

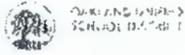
**Procurement Method - Discussion** Formal Competitive Solicitation - RFP/RFQ - issued April 14, 2014

**Recommendation** Approve Amendment No. 1 to the Independent Consultant Agreement for Professional Services with West Bay Builders, Inc./Digital Design Communications/Eclipse Electric, Joint Venture to increase the scope and cost of services to include demolition.

**Fiscal Impact** Fund 21  
\$242,440.00 - Original Agreement Amount  
\$528,268.00 - Cost increase for demolition services per this Amendment No. 1  
\$770,708.00 - Revised Agreement Amount

**Attachments**

- Original Independent Consultant Agreement File # 14-1626
- Amendment No. 1



## AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES – THE CENTER PROJECT (formally known as Foster Elementary School Central Commissary)

This Amendment is entered into between the Oakland Unified School District (OUSD) and West Bay Builders, Inc./Digital Design Communications/Eclipse Electric Joint Venture. OUSD entered into an Agreement with CONTRACTOR for services on July 7, 2014, and the parties agree to amend that Agreement as follows:

<b>1. Services:</b>	The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
If <b>scope of work changed</b> : Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>  The <b>CONTRACTOR</b> agrees to provide the following amended services: Demolition of the Existing Foster Elementary School Building(s) prior to commencement of The Center / Central Kitchen Tenant Improvements Project. Please see attached Exhibit "A" Scope of Work		
<b>2. Terms (duration):</b>	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	
<b>3. Price:</b>	<input checked="" type="checkbox"/> The contract price has <u>changed</u> . Increase: \$528,268.00	

**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:** Approve Amendment No. 1 to the Independent Consultant Agreement for Professional Services with West Bay Builders, Inc. /Digital Design Communications/Eclipse Electric, Joint Venture to increase the scope of services to include demolition and the increase the original Agreement by \$528,268. The original cost of services under the Agreement was for a not to exceed amount of \$242,440. The new total cost of services under the Agreement is now \$770,708.00.

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President,  
Board of Education

Date

12/17/15

Antwan Wilson, Superintendent  
Secretary, Board of Education

Date

12/17/15

Lance Jackson, Interim Deputy Chief  
Facilities, Planning and Management

Date

CONTRACTOR

Contractor Signature

Date

Print Name, Title

3/31/14

Clayton Fraser, Vice President

*J. Minor* Approved



**AMENDMENT NO. 2 TO INDEPENDENT  
CONSULTANT AGREEMENT FOR PROFESSIONAL  
SERVICES – THE CENTER PROJECT (formally known as  
Foster Elementary School Central Commissary)**

This Amendment is entered into between the Oakland Unified School District (OUSD) and West Bay Builders, Inc./Digital Design Communications/Eclipse Electric Joint Venture. OUSD entered into an Agreement with CONTRACTOR for services on July 7, 2014, and the parties agree to amend that Agreement as follows:

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The CONTRACTOR agrees to provide the following amended services: Supervision of the Demolition of the Existing Foster Elementary School Building(s) prior to commencement of The Center / Central Kitchen Tenant Improvements Project. Please see attached Exhibit "A" Scope of Work		
<b>2. Terms (duration)</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	
<b>3. Price:</b>	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .	Increase: \$85,000

**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 were previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase
1.		Cost increase for demolition services per Amendment No. 1	\$528,268.00

**6. Approval:** Approve Amendment No. 2 to the Independent Consultant Agreement for Professional Services with West Bay Builders, Inc. /Digital Design Communications/Eclipse Electric, Joint Venture to increase the scope of services to include the supervision of demolition and the increase the original Agreement by \$85,000.00. The original cost of services under the Agreement was for a not to exceed amount of \$242,440. The new total cost of services under the Agreement is now \$855,708.00.

**OAKLAND UNIFIED SCHOOL DISTRICT**

James Harris  
James Harris, President,  
Board of Education

Antwan Wilson  
Antwan Wilson, Superintendent  
Secretary, Board of Education

Roland Broach  
Roland Broach, Executive Director  
Of Buildings, Custodial & Grounds  
Facilities Planning & Management  
Department

4-13-16  
Date

4-13-16  
Date

2-25-16  
Date

**CONTRACTOR**

[Signature]  
Contractor Signature Date

Clayton Fester  
Print Name, Title

3/21/16  
Date

VP

File ID Number: 16-0557  
Introduction Date: 4-13-16  
Enactment Number: 16-0492  
Enactment Date: 4-13-16  
By:

Board Office Use: Legislative File Info.	
File ID Number	14-1626
Introduction Date	8-13-2014
Enactment Number	14-1493
Enactment Date	8-13-14



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

## Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
By: Vernon Hal, Deputy Superintendent, Business Operations  
Timothy White, Associate Superintendent, Facilities Planning and Management

**Board Meeting Date** August 13, 2014

**Subject** Agreement for Pre-Construction Services - West Bay Builders, Inc./Digital Design Communications/Eclipse Electric Joint Venture - Foster Elementary School Central Commissary Project.

**Action Requested** Approval by the Board of Education of an Agreement for Pre-Construction Services with West Bay Builders, Inc./Digital Design Communications/Eclipse Electric Joint Venture for Pre-Construction Services on behalf of the Foster Elementary School Central Commissary Project, in an amount not-to exceed \$242,440.00. The term of this Agreement shall commence on August 13, 2014 and shall conclude no later than August 13, 2017.

**Background** The Joint Venture has been hired to work out all the Pre-Construction details of the contract.

**Local Business Participation Percentage** 40.00%

**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,

**EXHIBIT "A" Scope of Work**

**Contractor Name:** West Bay Builders, Inc./Digital Design Communications/Eclipse Electric, Joint Venture

Description of Services to be provided:

1. Remove the existing flag pole and store on site as directed by OUSD project manager.
2. Include the existing MND/IS document, presently on the District's web site for "The Center" specifically the requirements for air monitoring, traffic and noise during this phase as well as for the construction of the entire project.
3. Removal of all the existing building slabs on grade, and footings. Includes: the area between the gymnasium and the main building, starting with the bridge between the gym and the main building, SOG walkway, stairs and footings; all adjoining concrete stairs and amphitheater seats and slab, and mechanical equipment adjoining the existing building on 29th Street.
4. All vehicles in and out of the site are to be from the existing West Street gate to the site.
5. The existing murals attached to the existing chain link fence, chain link fence and trees are to be protected from damage during the demolition of the building. If damaged by the contractor, repairs will be the contractor's expense.
6. The roof chillers, pumps and multi zone units are to be rigged and hoisted off the roof to District flat beds and removed from the site by District forces.
7. The District, prior to the start of demolition will remove, gymnasium back boards, score board, speakers, door and locker hardware, electrical equipment, drinking fountains, flushometers, sinks, faucets, fire and intrusion alarm devices. All remaining items will be the contractor's responsibility to remove or demolish.

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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# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

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 an Agreement for Pre-Construction Services with West Bay Builders, Inc./Digital Design Communications/Eclipse Electric Joint Venture for Pre-Construction Services on behalf of the Foster Elementary School Central Commissary Project, in an amount not-to exceed \$242,440.00. The term of this Agreement shall commence on August 13, 2014 and shall conclude no later than August 13, 2017.

## Fiscal Impact

Measure J, Fund 21

## Attachments

- Pre-Construction Contract including scope of work
- Certificate of Insurance



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

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 an Agreement for Pre-Construction Services with West Bay Builders, Inc./Digital Design Communications/Eclipse Electric Joint Venture for Pre-Construction Services on behalf of the Foster Elementary School Central Commissary Project, in an amount not-to exceed \$242,440.00. The term of this Agreement shall commence on August 13, 2014 and shall conclude no later than August 13, 2017.

## Fiscal Impact

Measure J, Fund 21

## Attachments

- Pre-Construction Contract including scope of work
- Certificate of Insurance

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Foster Elementary School Central Commissary

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 7<sup>th</sup> day of July, 2014 by and between the Oakland Unified School District, Oakland, California ("District") and West Bay Builders, Inc./Digital Design Communication/Eclipse Electric Joint Venture ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

**Services.** The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of the following:

The scope of services is more specifically indicated on **Exhibit "A."**

1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

**The scope of the project is to furnish labor and material to provide Pre-Construction Services including but not limited to Construction Document and Scheduling Review, Value Analysis, Project Planning, Design and Construction related activities and attend any other meetings per the district direction.**

2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

**The project will commence July 1, 2014 and conclude no later than July 1, 2017.**

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 Certification  
 Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Two hundred forty-two thousand, four hundred and forty dollars and no cents (\$242,440.00)**. District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant 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.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Not applicable.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable.
8. **Performance of Services.**
  - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
  - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
  - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
  - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
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 five (5) 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.
- 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/or 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.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any

and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

**14. Insurance.**

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

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

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

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

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

14.2. **Proof of Carriage of Insurance.** The Consultant 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:

and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

**14. Insurance.**

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

**14.1.1. Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

**14.1.2. Workers' Compensation and Employers' Liability Insurance.**

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

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

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

14.2. **Proof of Carriage of Insurance.** The Consultant 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:

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, 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 Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all 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. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
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 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
21. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all District contracts. Consultant shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. Please refer to the District's S/SL/SLRBE Policy; a copy can be obtained for the OUSD website: [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us)
23. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **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. Consultant 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. **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:

**District:**

Oakland Unified School District  
955 High Street  
Oakland, CA 94601  
ATTN: **Tadashi Nakadegawa,**  
**Director of Facilities**

**Consultant:**

Paul Thompson  
West Bay Builders, Inc.  
250 Bel Marin Keys Blvd.  
Novato, CA 94949

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.

**28. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

**29. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

**30. 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.

**31. 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.

**32. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

**33. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

**34. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

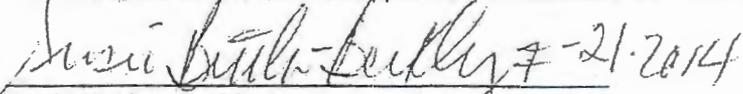
**35. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

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

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

**38. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

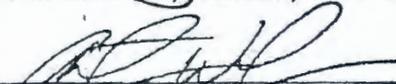
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered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

  
\_\_\_\_\_  
**Susie Butler-Berkley**  
**Contract Analyst**

ACCEPTED AND AGREED on the date indicated below:

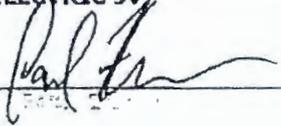
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Date: 8-14-14  
David Kakeshiba, President, Board of Education

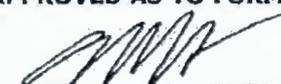
  
\_\_\_\_\_  
Date: 8-14-14  
Artwan Wilson, Superintendent and  
Secretary, Board of Education

\_\_\_\_\_  
Date: \_\_\_\_\_  
Timothy E. White, Associate Superintendent

**WEST BAY BUILDERS, INC. /DIGITAL DESIGN COMMUNICATION/ECLIPSE  
ELECTRIC JV**

  
\_\_\_\_\_  
Date: August 6, 2014  
By: Paul Thompson Its: President

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Date: 8.6.14  
Cate Boskoff, Facilities Counsel

File ID Number: 14-1626  
Introduction Date: 8-13-14  
Enactment Number: 14-1993  
Enactment Date: 8-13-14  
Rv:

**Information regarding Consultant:**

Consultant: West Bay Builders, Inc./Digital 47-1252539  
Design Communication / Eclipse Electric Joint Employer Identification and/or Social  
License No.: TBD Venture Security Number

Address: 250 Bel Marin Keys Blvd. Bldg A  
Novato, CA 94949

Telephone: (415) 456-8972

Facsimile: (415) 459-0665

E-Mail: dalian@westbaybuilders.com

Type of Business Entity:

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

**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.**

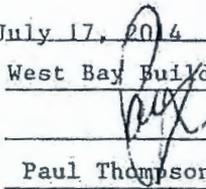
**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

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

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

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

Date: July 17, 2014  
Proper Name of Consultant: West Bay Builders, Inc./Digital Design Communication/Eclipse Electric Joint Venture  
Signature:   
Print Name: Paul Thompson  
Title: President

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

**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

\_\_\_\_\_ The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its sub-consultants' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Consultant's employees and of all of its sub-consultants' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its sub-consultants' employees is

Name: \_\_\_\_\_

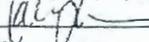
Title: \_\_\_\_\_

The Work on the Contract is at an unoccupied school site and no employee and/or sub-consultant or supplier of any tier of Contract shall come in contact with the District pupils.

Consultant's responsibility for background clearance extends to all of its employees, Sub-consultants, and employees of Sub-consultants coming into contact with District pupils regardless of whether they are designated as employees or acting as independent Consultants of the Consultant.

Date: July 17, 2014

Proper Name of Consultant: West Bay Builders, Inc./Digital Design Communication/Eclipse Electric Joint Venture

Signature: 

Print Name: Paul Thompson

Title: President

**DRUG/SMOKE-FREE WORKPLACE CERTIFICATION**

The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Project Manager be subject to the requirements mandated by California Government Code Section 8340, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Project. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

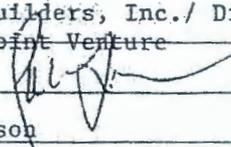
Date: July 17, 2014  
Proper Name of Consultant: West Bay Builders, Inc./ Digital Design Communication/Eclipse  
Electric Joint Venture  
Signature:   
Print Name: Paul Thompson  
Title: President

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

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

~~(PLEASE SEE THE ATTACHED PROPOSAL FROM [REDACTED])~~

EXHIBIT A

OUSD- Central Commissary Project at Foster ES

West Bay Builders, Inc. & Digital Design Communications/Eclipse Electric JV

Preconstruction Services

DESCRIPTION	Duration (weeks)	Project Executive	Chief Estimator	Project Scheduler	Jr. Estimator	Project Manager	Project Engineer	Project Super.	Bid Admin
		\$195/HR	\$150/HR	\$125/HR	\$100/HR	\$140/HR	\$100/HR	\$150/HR	\$50/HR
<b>PHASE 1</b>									
<b>Construction Document Review Phase</b>	4								
<u>Schematic Design Drawings</u>									
Meetings		2	6		6	6	6	6	
Site Evaluation			2		2	2	2	2	
Consultant/Subcontractor Mtg		8		8	8	8	8		
Total Hours, Construction Documents	72	2	14	0	14	14	14	14	0
Total Cost, Construction Documents	\$ 9,350	\$ 390	\$ 2,100	\$ -	\$ 1,400	\$ 1,960	\$ 1,400	\$ 2,100	\$ -
<b>Construction Document Review Phase</b>	6								
<u>DD Drawings</u>									
Meetings		8	12	2	12	10	10	10	
CPM Scheduling			4	10		4	4	4	2
Constructability Review		12			12	8	8	8	2
Value Analysis		12			12	8	4	4	
Consultant/Subcontractor Mtg		12	2	12	8	8	8	2	
Total Hours, Construction Documents	234	8	52	14	48	38	34	34	6
Total Cost, Construction Documents	\$ 29,680	\$ 1,580	\$ 7,800	\$ 1,400	\$ 4,800	\$ 5,320	\$ 3,400	\$ 5,100	\$ 300
<b>Construction Document Review Phase</b>	10								
<u>50% Design Drawings</u>									
Meetings		10	20	10	20	20	20	20	
CPM Scheduling			4	20		4	4	8	2
Constructability Review/BIM		20		20	20	20	20	2	
Construction Planning					5	5	5		
Value Analysis		10		10	10	10	10		
Consultant/Subcontractor Mtg		10	4	10	10	10	10	2	
Total Hours, Construction Documents	385	10	64	34	60	69	69	73	6
Total Cost, Construction Documents	\$ 48,780	\$ 1,950	\$ 9,800	\$ 3,400	\$ 6,000	\$ 9,880	\$ 6,900	\$ 10,950	\$ 300
<b>Construction Document Review Phase</b>	10								
<u>100% Construction Drawings</u>									
Meetings		10	20	10	20	20	20	20	
CPM Scheduling			4	20		4	4	8	4
Constructability Review/BIM		20		20	20	20	20	4	
Construction Planning					10	10	10		
Value Analysis		20		20	20	20	20		
Consultant/Subcontractor Mtg		20	4	20	20	20	20	4	
Total Hours, Construction Documents	506	10	84	34	80	94	94	98	12
Total Cost, Construction Documents	\$ 63,810	\$ 1,950	\$ 12,800	\$ 3,400	\$ 8,000	\$ 13,160	\$ 9,400	\$ 14,700	\$ 800
<b>Construction Document Review Phase</b>	4								
<u>DSA Approval Drawings</u>									
Meetings			8		8	8	8	8	
Constructability Review/BIM			10		10	10	10	10	2
Value Analysis		2		2	2	2	2		
Consultant/Subcontractor Mtg		4		4	4	4	4	2	
Total Hours, Construction Documents	124	0	24	0	24	24	24	24	4
Total Cost, Construction Documents	\$ 15,680	\$ -	\$ 3,600	\$ -	\$ 2,400	\$ 3,380	\$ 2,400	\$ 3,600	\$ 200

**PHASE 2**

**Procurement Phase**

**Bid Phase**

- Prepare Sublist
- Prepare Instructions to Bidders
- Finalize Construction Schedule

**Bid Phase**

- Sub Solicitation
- Answer Questions

**Scope/ Bid Evaluation**

Prepare GMP/Negotiate Contract with OUSD

**Issue Subcontracts**

Total Hours, Procurement

Total Cost, Procurement

Project Hours

Total Preconstruction Costs

Plan Reproduction Costs

BIM Software

Total Preconstruction Fee

	5								
Prepare Sublist		4		4	4	4		4	
Prepare Instructions to Bidders		10	2	10	4			8	
Finalize Construction Schedule		4	16		4	4	4		
Sub Solicitation		20		20	10				40
Answer Questions		20		20	10				
Scope/ Bid Evaluation		40		20	20	5	5		
Prepare GMP/Negotiate Contract with OUSD	10	10							
Issue Subcontracts		40		10	10				40
<b>Total Hours, Procurement</b>	<b>436</b>	<b>10</b>	<b>148</b>	<b>18</b>	<b>84</b>	<b>62</b>	<b>13</b>	<b>9</b>	<b>92</b>
<b>Total Cost, Procurement</b>	<b>\$ 60,280</b>	<b>\$ 1,950</b>	<b>\$ 22,200</b>	<b>\$ 1,800</b>	<b>\$ 8,400</b>	<b>\$ 8,880</b>	<b>\$ 1,300</b>	<b>\$ 1,350</b>	<b>\$ 4,800</b>
<b>Project Hours</b>	<b>1757</b>	<b>40</b>	<b>385</b>	<b>100</b>	<b>310</b>	<b>301</b>	<b>248</b>	<b>252</b>	<b>120</b>
<b>Total Preconstruction Costs</b>	<b>\$ 217,440</b>	<b>\$ 7,800</b>	<b>\$ 57,900</b>	<b>\$ 10,000</b>	<b>\$ 31,000</b>	<b>\$ 42,140</b>	<b>\$ 24,800</b>	<b>\$ 37,800</b>	<b>\$ 8,000</b>
Plan Reproduction Costs	\$ 10,000								
BIM Software	\$ 15,000								
<b>Total Preconstruction Fee</b>	<b>\$ 242,440</b>								



WESTBAY-02 SKERR

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/18/2014

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

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

PRODUCER License # 0303587 ISU Sander Jacobs Cassayre Insurance Services 3200 Villa Lane Napa, CA 94558	CONTACT NAME: PHONE (A/C, No, Ext): (707) 252-8822	FAX (A/C, No): (707) 253-8255
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Underwriters Insurance Company		30104
INSURER B: Hartford Fire Insurance Co.		19682
INSURER C: Illinois Union Ins Co		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

West Bay Builders, Inc./Digital Design Communication/  
 Eclipse Electric Joint Venture  
 250 Bel Marin Keys Blvd Bldg A  
 Novato, CA 94949

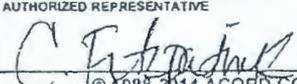
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TBD	TBD	TBD	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TBD	TBD	TBD	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED   RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	TBD	TBD	TBD	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			TBD	TBD	TBD	Claim Made 1,000,000

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

Poster Elementary School Central Commissary  
 When required by written contract the District and the State and their agents, representatives, employees, trustees, officers, consultants and volunteers will be included as Additional Insured once coverage has been placed for the Joint Venture.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Attn: Tadashi Nakadegawa Director of Facilities 955 High Street 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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# CERTIFICATE OF LIABILITY INSURANCE

WESTBAY-02

SKERR

DATE (MM/DD/YYYY)

7/24/2014

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 License # 0303587</b> ISU Sander Jacobs Cassayre Insurance Services 3200 Villa Lane Napa, CA 94558	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): (707) 252-8822      FAX (A/C, No.): (707) 253-8255 E-MAIL ADDRESS:
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: Hartford Fire Insurance Co.      19682 INSURER B: Trumbull Insurance Company INSURER C: Illinois Union Ins Co INSURER D: INSURER E: INSURER F:
<b>INSURED</b>  West Bay Builders, Inc./Digital Design Communication/ Eclipse Electric Joint Venture 250 Bel Marin Keys Blvd Bldg A Novato, CA 94949	

**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	57UENQT9638	07/20/2014	07/20/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Deductible \$ 25,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	57UENQT9637	07/20/2014	07/20/2015	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	57WEQT9639	07/20/2014	07/20/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab		COOG23901456007	12/01/2013	12/01/2014	Limit 1,000,000

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

Foster Elementary School Central Commissary

When required by written contract the District and the State and their agents, representatives, employees, trustees, officers, consultants and volunteers are included as Additional Insured per policy forms HS2480 07/13 & HA9916 03/12 attached. Coverage is Primary per policy form HG0001 06/05 & HA9916 03/12 attached.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District Attn: Tadashi Nakadegawa Director of Facilities 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured If Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section:

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1,000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

**9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

**10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

**15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

"We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include auto powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

**19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

POLICY NUMBER: 57UENQT9638



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
ALL	ALL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph f., Any Other Party, under the Additional Insureds When Required By Written Contract, Written Agreement Or Permit Paragraph of Section II – Who Is An Insured is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
- (2) In connection with your premises owned by or rented to you and shown in the Schedule; or

(3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

- (a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

- (1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
  - (a) During the policy period; and
  - (b) Subsequent to the execution of such written contract or written agreement; and

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

##### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

###### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

###### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

###### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

###### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

###### (5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

###### (6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

###### (7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

###### (a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

###### (b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

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

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

###### c. Method Of Sharing

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

## INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

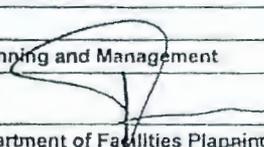
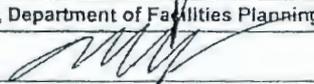
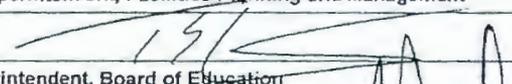
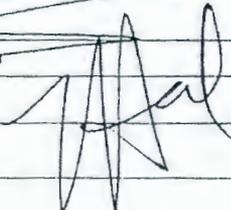
Project Information			
Project Name	Foster Elementary School Central Commissary	Site	184
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	West Bay Builders/Digital Design Communications/Eclipse Electric JV	Agency's Contact	Paul Thompson
OUSD Vendor ID #		Title	Project Manager
Street Address	250 Bel Marin Keys Blvd.	City	Novato State CA Zip 94949
Telephone	415-456-8972	Policy Expires	7-20-2015
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OUSD Project #	13133		

Term			
Date Work Will Begin	8-13-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	8-13-2017

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$242,440.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J, Fund 21	1849905890	6271	\$242,440.00

Approval and Routing (in order of approval steps)				
<small>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.</small>				
	Division Head	Phone	510-535-7036	Fax 510-535-7082
1.	Director, Facilities Planning and Management			
	Signature 	Date Approved	7/25/14	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature 	Date Approved	7-29-14	
3.	Associate Superintendent, Facilities Planning and Management			
	Signature 	Date Approved	7/30/14	
4.	Deputy Superintendent, Board of Education			
	Signature 	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		



### CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 15-2422

Department: Facilities

Vendor Name: West Bay/Digital Design/Eclipse Joint Venture

Contract Term: Start Date: 08/13/14 End Date: 08/13/17

Annual Cost: \$ 528,628.00

Approved by: COO/General Counsel

Is Vendor a local Oakland business? Yes  No

**Why was this Vendor selected?**

RFJ for preliminary services for Central Kitchen project

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

Demolition of Marcus Foster

Was this contract competitively bid? Yes  No

If No, 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 alternate 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**