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# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
 By: Mia Settles-Tidwell, Chief Operations Officer  
 Timothy White, Deputy Chief, Facilities Planning and Management

**Board Meeting Date**

**Subject** Agreement for Architectural Services - Verde Design - Skyline High School Track and Field Project

**Action Requested** Approval by the Board of Education of an Agreement for Architectural Services with Verde Design for Design Services on behalf of the District at the Skyline High School Track and Field Project, in an amount not-to exceed \$195,000.00. The term of this Agreement shall commence on January 14, 2015 and shall conclude no later than December 31, 2015.

**Background** The District has made a commitment to provide an environment that promotes good health. This project will allow the current environment to continue.

**Local Business Participation Percentage** 55.0% (Sole Source)

**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 an Agreement for Architectural Services with Verde Design for Design Services on behalf of the District at the Skyline High School Track and Field Project, in an amount not-to exceed \$195,000.00. The term of this Agreement shall commence on January 14, 2015 and shall conclude no later than December 31, 2015.

**Fiscal Impact**

Measure J

**Attachments**

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

**AGREEMENT FOR ARCHITECTURAL SERVICES  
BY AND BETWEEN  
OAKLAND UNIFIED SCHOOL DISTRICT  
AND**

**VERDE DESIGN**

This Agreement for Architectural Services is made as of the **10th day of November, 2014**, between the **Oakland Unified School District**, a California public school district ("District"), and Verde Design ("Architect") (individually a "Party" and collectively the "Parties"), for the following project ("Project"):

**Skyline High School Track and Field/Site Work**, located at 12250 Skyline Blvd., CA 94619.

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

**Article 1. Definitions**

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

1.1.11. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

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

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

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

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

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

**The project will commence January 14, 2015 and conclude no later than December 31, 2015.**

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

- 4.1. District shall pay Architect for all Services contracted for under this Agreement on a time and materials basis. The total compensation paid Architect pursuant to this Agreement may not exceed **One hundred ninety-five thousand dollars and no cents (\$195,000.00).**
  - 4.2. Architect shall notify District if District requested services or reimbursables will exceed the NA Dollars (\$0.00) limit of this Agreement. If any work is performed by Architect without the prior written authorization of District, District shall not be obligated to pay for such work. The Parties may, by written agreement, increase the monetary limit of this Agreement.
  - 4.3. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Architect submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
  - 4.4. **Expenses.** District shall not be liable to Architect for any costs or expenses paid or incurred
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by Architect in performing Services for District.

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

- 5.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, Record Drawings, specifications, and estimates that the Architect or its consultants, prepares or causes to be prepared pursuant to this Agreement.
  - 5.2. The Architect retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, Record Drawings, specifications, estimates, and other documents that the Architect or its consultants prepares or causes to be prepared pursuant to this Agreement.
  - 5.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, a "thumb" drive and/or compact disc with these documents that is compatible with AutoCAD. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
  - 5.4. In order to document exactly what CADD information was given to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the Architect or Consultant(s) subsequent to it being given to the District.
  - 5.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") in electronic format (Microsoft Word) which the District shall have the right to utilize in any way permitted by statute:
    - 5.5.1. One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
    - 5.5.2. One set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
    - 5.5.3. One set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical, and electrical), roof plan, sections, and exterior elevations of the Project.
    - 5.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data, and reports prepared by the Architect under this Agreement.
  - 5.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge and participation, the District agrees to release Architect of responsibility for such changes, and shall indemnify, defend, and hold the Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and
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expenses including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of that change or use except to the extent the Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect's consultants.

## **Article 6. Termination of Contract**

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

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

- 7.1. To the furthest extent permitted by California law, Architect shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("Indemnified Parties") from any and all claims,
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demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants 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. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.

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

- 8.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("Mediation"). The Parties' expectations are that if the Claim is made by a third party (e.g., a contractor), that the third party will be a participant in that Mediation. The Parties agree that any statute of limitations applicable to any Claim shall be tolled for the period from the date a Party requests Mediation through the tenth (10<sup>th</sup>) day after termination of the Mediation, unless otherwise agreed to by the Parties.
- 8.2. Except as set forth below, the Parties agree to refrain from filing, maintaining, or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.
- 8.3. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with such rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, or any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.
- 8.4. The Parties shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the Parties are unable to agree upon a mediator, then the mediator shall be appointed by JAMS/Endispute.
- 8.5. The Mediation shall take place at a location within twenty (20) miles of the District's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the Parties, but, unless otherwise agreed to in writing, each Party shall bear its own attorney's fees.
- 8.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.
- 8.7. This mandatory mediation process shall only apply to Claims pursuant to the Architect Indemnity provision herein and shall not apply to any disputes to be resolved pursuant to the Alternative Dispute Resolution provisions herein.

#### **Article 9. Fingerprinting**

Pursuant to Education Code section 45125.2, District has determined on the basis of scope of Services in this Agreement of this Project, that Architect, Consultants, and their

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employees will have only limited contact with pupils at most. Architect shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

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

- 10.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 10.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 10.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.
- 10.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and desirable for the coordination or management of work related to the Project.
- 10.5. The District shall provide to the Architect all relevant information it knows it possesses regarding the Project that the Architect needs to perform its Services. The District shall provide this information and its decisions required under this Agreement in a timely manner and to avoid unreasonable delay in the Project.

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

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

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

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

- 12.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

**Article 13. Insurance**

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

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

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

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

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

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

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	\$ 1,000,000
Each Occurrence	\$ 1,000,000
General Aggregate	
<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

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

- 13.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
  - 13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
  - 13.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Architect's insurance policies shall be primary to any insurance or self-insurance maintained by District.
  - 13.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 13.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

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

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

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

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

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

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

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

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

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

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

- 18.1.1. If the District disapproves of any portion or amount(s) of the Architect's invoices, the District shall within thirty (30) days of receipt by the District of any of the Architect's invoices, communicate to the Architect in writing, with reasonable detail, what portion or amount of the Architect's invoices that are disapproved for payment, what portion or amount of the Architect's invoices that are approved for payment, and the basis for the District's disapproval of the disputed portion(s) or amount(s) of the Architect's invoices ("Disputed Architect Invoice Detail").
  - 18.1.2. If the Architect disagrees with the Disputed Architect Invoice Detail, the Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to any such disapproved portion or amount of the Architect invoices and the Disputed Architect Invoice Detail to determine if the dispute can be resolved. Such meet and confer communications shall include, but are not limited to, face-to-face meetings within thirty (30) days of the Architect's notice to the District with the appropriate District and Architect personnel as appropriate and necessary.
  - 18.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a dispute as indicated herein.
- 18.2. Disputes between the parties arising out of this Agreement shall be resolved by the following processes:
- 18.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any controversy or dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for any Disputed Architect Invoice Detail shall satisfy this negotiation requirement.
  - 18.2.2. **Mediation.** Within thirty (30) days, but no earlier than fifteen (15) days, following the earlier of receipt of notice by one party by the other party of a demand for mediation, the parties shall submit the dispute to non-binding mediation administered by the AAA (or other agreed upon rules) under its construction industry mediation rules, unless waived by mutual stipulation of both parties.
  - 18.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this Agreement is located.
- 18.3. Architect shall neither rescind nor stop the progress of its work pending the outcome of any dispute under this Agreement.
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## **Article 19. Severability**

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

## **Article 20. Employment Status**

- 20.1. Architect shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 20.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical, or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave, or other leave, with or without pay, or for other benefits which accrue to a District employee.
- 20.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 20.4. Should a relevant taxing authority determine a liability for past services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 20.5. A determination of employment status pursuant to the preceding paragraphs of this Article shall be solely for the purposes of the particular tax in question and, for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.
- 20.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

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

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

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

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

#### **Article 23. Notices & Communications**

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

**District:**

Oakland Unified School District  
955 High Street  
Oakland, CA 94601

**Attn:** Tadashi Nakadegawa

**Architect:**

Verde Design  
2455 The Alameda, Suite 200  
Santa Clara, CA 95050

**Attn:** Devin Conway, Principal

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

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

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

#### **Article 25. District's Right to Audit**

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- 25.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of the Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 25.2. The District's Right includes the right to examine any and all books, records, documents, and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with all requirements of this Agreement.
- 25.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred or anticipated to be incurred.
- 25.4. The Architect shall maintain complete and accurate records for a minimum of seven (7) years and in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit all Project related accounting records and documents and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.
- 25.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 25.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

**Article 26. Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE).** Architect shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

#### **Article 27. Other Provisions**

- 27.1. Neither the District's review of, approval of, nor payment for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District.
  - 27.2. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed
-



against any party as the drafter of the Agreement.

- 27.3. The Architect acknowledges that the District is a public agency that is subject to heightened curiosity by the news media and the public and that the Architect may not be apprised of all facts surrounding the Project that Architect is working on. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Architect shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Architect receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.
- 27.4. **Exhibit "A"** and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
David Kakishiba, President, Board of Education Date

\_\_\_\_\_  
Antwan Wilson, Superintendent & Secretary, Board of Education Date

\_\_\_\_\_  
Timothy White, Deputy Chief, Facilities Planning and Management Date

**ARCHITECT**

\_\_\_\_\_  
By: DEVIN CONWAY Date  
Its: PRINCIPAL

**APPROVED AS TO FORM:**

\_\_\_\_\_  
OUSD Facilities Legal Counsel Date




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

I am aware of and hereby certify that neither Verde Design nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Architect on the 19<sup>TH</sup> day of NOVEMBER, 2014 for the purposes of submission of this Agreement.

By:   
Signature  
DEVIN CONWAY  
Typed or Printed Name  
PRINCIPAL  
Title

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

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







VERDE DESIGN

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

## EXHIBIT A

October 10, 2014

Mr. Cesar Monterrosa  
Acting Director, Department of Facilities, Planning and Management  
Oakland Unified School District  
955 High Street  
Oakland, CA 94604

SUBJECT: Skyline High School Track and Field – Fire Lane Assessments & Improvements  
Oakland Unified School District  
Verde Design Project No.: 1415000

Dear Mr. Monterrosa:

Thank you for allowing Verde Design to provide a proposal for the above referenced project. This proposal shall remain valid for a period of sixty (60) days.

### PROJECT UNDERSTANDING:

Oakland Unified School District (“District”) has identified the need to replace the existing synthetic turf stadium field and resurface the existing all weather running track areas at Skyline High School. In addition, the existing fire lane will be evaluated, as it is in need of repair and/or enhancement. Please note after discussions with our geotechnical and structural engineering consultants, we are recommending that the retaining walls adjacent to the fire lanes remain in place until such time that it begins to impact the access road, as it well may require stabilizing the entire hillside.

This project will develop a needs assessment along with the known deficiencies, provide written recommendations for proposed improvements, along with an associated construction rough order of magnitude (ROM) cost statement. Once the project budget has been validated and the project improvements confirmed, we will move into detailed design and construction documentation

Included in our proposal is topographic and underground utility surveying services for proposed project areas. Please note that the entire Skyline campus will not be surveyed; rather, just the immediate project areas. We will also video inspect the perforated field drain lines inside the running track (if we can get a camera into the drain lines). If the vendor we intend to utilize use cannot get its camera into the access points of the perforated drain line, the District has the option to excavate to a point where its equipment can access and video the existing drain lines.

Also included are geotechnical engineering services for the investigation and assessment of the following four tasks:

1. Geotechnical investigation and assessment of existing soils permeability in the overall track and field area. This will likely take 2-3 small diameter borings in the outer limits of the track surface (in order to minimize damage to the existing running areas) to assess the properties of the existing soils beneath the improvement sections. In addition, 2-3 tests in the playing field area are to be provided for testing the permeability rates of the existing permeable crushed rock base to determine how it is performing.

2. Assess the existing asphalt base beneath the existing all-weather track surface to determine its useful life. Desire would be to keep it in place and just install a urethane overlay on top of existing track surface.
3. Provide soils recommendations and design guideline for a new retaining wall on either side of football bleachers (along bottom).
4. Geotechnical investigation and assessment for the existing fire lane road around the outer perimeter of the school. Recommendations should be included in the assessment report for the condition of the fire lane road, as well as the limits of proposed improvements and initial ROM cost estimate.

Please note that the geotechnical scope outlined above is assuming that no recent geotechnical data will be available for use in our study. If there have been any recent geotechnical tests or borings undertaken in these areas, we can likely eliminate from our scope and fee the testing effort we are including in this proposal. Please note our geotechnical engineering services are limited to the site assessment, evaluation, and recommendations for the planned project improvements. The scope for construction testing, testing, and special inspections are not included in this proposal (as our geotechnical consultant cannot provide these services), and we are asking the District to contract independently for these services.

The proposal also includes time for our structural engineering consultant to analyze and provide preliminary wall recommendations for along the sides of the bleachers, as well as final wall design, including structural calculations, being the Design Professional in General Responsible Charge for DSA purposes, and DSA coordination, including DSA closeout with certification.

The project scope will include the review of the site accessibility to and from the track and field stadium. We will assess and provide finding on what will trigger these recommendations. Included in the proposal is time to attend a pre-design meeting with DSA to discuss anticipate track and field project scope and adjacency impacts in terms of accessibility code upgrades. As this work is unknown and can vary from project to project based on DSA input, we have not included any specific effort for code upgrades.

The design for the fire lane is based on 1000 lineal feet of fire road improvement (this is an assumed amount that allow the design team to quantify the amount of required documentation; the final quantity can be increased or decreased). We are assuming that no roadway retaining wall will be removed or replaced.

The assessment project will culminate in a preliminary design plan for the general track and field area as well as for the fire access road, along with an assessment narrative and recommendations. The deliverables will also include a ROM construction budget. Once the project construction budget has been aligned with the desired improvements, we will validate of design scope and adjust the Scope of Services and associated professional compensation as appropriate, and move into detailed design and construction documentation.

Initial project budgets at this time are hard to gauge, as it will be largely dictated by the findings of the geotechnical engineering and underground utility surveys for both project areas. If the track is to be reconstructed in place, and the field's base and drainage system is in good working order, then we are likely looking at a range of close to \$1.7 million. The stadium retaining walls are a bit unknown, as is the fire lane.

Our documentation scope is assuming the existing track asphalt base will be able to be salvaged and remain, and that the existing permeable stone base for the synthetic turf field will not require full replacement, but minor rehabilitation.



## **SCOPE OF SERVICES**

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

### **A. Project Start-up and Site Assessment**

1. Attend a project kick off meeting with the District and project stakeholders (assumed to the School Site Committee) and receive project programmatic information.
2. Provide a topographic survey in digital AutoCAD format and input information into computer system.
3. Initiate an underground utility investigation and survey of the project areas.
4. Complete an on-site walk to complete a visual inventory of information compared to the provided topographic survey.
5. Receive any relevant as-built documents available from the District.
6. Provide the authorized geotechnical engineering investigative work for the applicable project areas.
7. Prepare and set the electronic base for developing the proposed improvements.
8. Attend and facilitate a project meeting on-site with the District and School Site Committee. The purpose of the meeting is to review collected utility information, geotechnical findings and how they related to structural element, and to review design concepts for the track and field area as developed by Verde Design, and to select / develop preferred design concept. Have rough alternative project costs for the various options ready for discussion
9. Attend a meeting at DSA Oakland to review potential future project scope and receive DSA comments on project approval.
10. Attend a meeting with Oakland Fire Marshal to review fire lane and overall campus access
11. Refine the preferred design concept for the project improvements based on the input received.
12. Develop a detailed project budget for the identified project improvements.
13. Attend and facilitate a project meeting on-site with the District and School Site Committee. The purpose is to present the final draft recommendations, along with the concept design, anticipated project timeline for detailed design, documentation, contractor procurement and construction, and a preliminary construction cost statement.

### **B. Analysis & Design**

1. Develop preliminary schematic system designs for the project improvements. Improvements to include the following systems:
  - a. Demolition
  - b. Grading
  - c. Drainage / Utilities
  - d. Material / Layout
  - e. Preliminary Construction Cost Statement
2. Meet with District staff to review Schematic Design package (two sets to be provided) and receive comments and direction to finalize schematic design.
3. Develop two dimensional colored schematic design plan and meet with District Superintendent and Board of Education to present project schematic design and receive authorization to proceed into construction documentation.

**C. Construction Documentation**

1. 50% Package. Develop the following documents:
  - a. Cover Sheet
  - b. Existing Conditions Plan(s)
  - c. Erosion and Sedimentation Control Plan(s)
  - d. Demolition Plan(s)
  - e. Grading Plan(s)
  - f. Drainage / Utility Plan(s)
  - g. Layout Plan(s)
  - h. Materials Plan(s)
  - i. Construction Details
  - j. Technical Specifications (in CSI format)
  - k. Statement of Probable Construction Costs
2. Internal redlining and quality control
3. Submittal preparation and coordination. Submittal will be prepared to include two sets of 50% package to the District.
4. Attend one meeting with the District to review the 50% submittal package. Receive comments and authorization to finalize the set.
5. Refine the documents to a DSA submittal level (approximately 95%). This submittal (three sets) will be submitted to DSA for necessary plan review. Three sets will also be provided to the District.
6. 100% / DSA back check submittal package. Upon receiving comments from DSA and the District, we will finalize our construction documents for DSA approval, attend back check appointment at DSA to receive project approval, and upon receipt of scanned approved documents from DSA, deliver the approved package to the District for advertisement and bidding purposes.

**D. Bidding Assistance:**

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

1. Contact potential bidders
2. Attend up to two pre-bid meetings with respective bidders.
3. Provide answers to bidder questions to the District for distribution during the bid period.
4. Assist District in evaluating the bids.

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

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

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



9. Close project and organize electronic files, plans and construction binder.
10. Obtain DSA project certification.
11. Develop a set of project As-Built Drawings in CAD based on the Recode Drawings as provided by the Contractor.
12. Return to the project site 10 months into the 12 month project guarantee period to review project conditions with District staff. Identify potential warranty issues and discuss with District and Skyline High staff what is working well and what needs improvement. Develop document on how to best remedy existing or anticipated issues.

### **PROJECT TIMELINE**

Verde Design proposes that the Project Start-up and Site Assessment phase can be completed within eight to ten weeks of receiving the written notice to proceed. Please note that the first three to four weeks will largely be taken up by the site assessment efforts (i.e. topographic and utility surveying, geotechnical investigation). Schematic Design will take approximately 3-4 weeks, and construction documentation 6-8 weeks, excluding District and DSA review times.

### **CLIENTS RESPONSIBILITIES**

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

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

1. Any District standards for materials, construction detailing, etc.
2. As-built drawings and CAD (preferred) backgrounds for the existing conditions.
3. Programmatic information known for the desired project improvements (to be obtained during project kick-off meeting)

### **SPECIAL PROVISIONS**

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

1. Meetings other than those listed.
2. 3-D Renderings & Fly Thru Models (can be provided as an add service if desired)
3. Project design documentation or costing in addition to the scope identified above.
4. Acoustical, Electrical / M/E/P Engineering or Architecture
5. CEQA, Environmental, or other impact statement documents.
6. Any permit or application fees required for this project
7. Coordination with public agencies, other than DSA and local fire marshal
8. Right-of-way design work.
9. QSD / QSP responsibilities.
10. Booster or Hydraulic Lift Pump System design
11. Fire Lane Retaining Wall Design
12. Construction related geotechnical testing and field inspection work

Services will be diligently pursued and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Consultant; including but not limited to: strikes, lockouts, labor disputes, or the inability of Client, their consultants, utility companies, or

jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Consultant shall be held harmless from any and all claims arising out of such delay.

**PROFESSIONAL COMPENSATION**

Verde Design respectfully presents a lump sum fee of \$195,000 that is broken down by the following fee schedule for the outlined Scope of Services. Please note these fees are separated into two separate areas: Track and Field (which includes all the topographic and utility surveying and geotechnical / structural engineering evaluation for this general area) and the Fire Lane (which includes all the topographic and utility surveying and geotechnical / structural engineering evaluation for this general area).

While the fee allocation for Verde Design is well established, the fees for the other three consultants at this point are allowances, as the scope and their fees I believe need to be refined. The geotechnical and structural engineering fees are likely to be reduced if anything as we are assuming that no existing information on the site will be available and they will need to complete a full complement of testing and investigation. We also have a cost in the investigation for peeling back the synthetic turf and re-attaching the turf by an experienced turf company construction crew.

If it is determined that this test is not needed, we will not include / bill this work. The topographic and utility surveying fees are a placeholder allowance, as the SLBE surveying company we listed in the RFQ document (PLS Surveys) is out on vacation until the first full week of October, so I am using a typical range of fees for this scope of work. The fire lane in particular is largely dependent on the extent of the area evaluated as part of the project. These fees overall are based on the anticipated work effort that will be required to successfully complete the outlines Scope of Services.

<u>Track and Field</u>	<u>Fee Amount</u>
Verde Design:	\$ 53,350
PLS Surveys (Topographic / Utility / Underground Video Work)*:	\$ 20,400
Terraphase Engineering (Geotechnical):	\$ 17,820
<u>Oakley &amp; Oakley (Structural Engineering):</u>	<u>\$ 14,400</u>
<b>Fee Total:</b>	<b>\$105,970</b>

<u>Fire Lane</u>	<u>Fee Amount</u>
Verde Design:	\$ 30,900
PLS Surveys (Topographic / Utility)*:	\$ 26,500
Terraphase Engineering (Geotechnical):	\$ 8,965
<u>Oakley &amp; Oakley (Structural Engineering):</u>	<u>\$ 1,760</u>
<b>Fee Total:</b>	<b>\$ 70,125</b>

**District Design Fee Allowance:** **\$ 18,905**

\* The PLS Survey fee is a placeholder allowance until a hard quote can be obtained for their scope as they are out of office.

The above fee includes all reasonable reimbursable expenses that are outlined to be included in the project scope and the provided products. Additional requested reimbursables will be entitled to bill reimbursable expenses as noted on the attached Charge Rate Schedule. Additional services will be charged on a time and material basis. Charges for additional services will be billed separately.



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

**CHANGE IN SERVICES**

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

**TERMINATION OF AGREEMENT**

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

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

**BILLINGS AND PAYMENT**

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

Cesar, if this proposal meets with your approval, please sign the proposal below and/or issue a purchase order that reflects the contents of this proposal. We are excited to continue working with the District and really value our positive relationship.

Respectfully Submitted,  
Verde Design, Inc.



Devin Conway, PE  
Principal

Approved:  
Oakland Unified School District

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Enclosure: Current Charge Rate Schedule

cc: Verde Design Distribution

**Verde Design, Inc.**  
**Charge Rate Schedule**  
**Effective until December 31, 2014**

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

**A. Project Rates**

Principal	\$190.00 per hour
Project Manager/Construction Manager	
Level Four	\$180.00 per hour
Level Three	\$160.00 per hour
Level Two	\$140.00 per hour
Level One	\$125.00 per hour
IT Manager	\$150.00 per hour
CAD Manager	\$120.00 per hour
Project Designer	\$120.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$115.00 per hour
Draftsperson Level II	\$105.00 per hour
Draftsperson Level I	\$95.00 per hour
Project Administrator	\$80.00 per hour
Intern	\$70.00 per hour

**B. Reimbursable Rates**

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

**C. Reimbursable Expenses**

Blueprints and Reproductions	Courier Delivery Service
Three Dimensional Models and Renderings	Permit Fees

*Charge Rate Schedule is subject to revisions  
Revised 11/2013*





Policy Number:

Date Entered: 06/30/2014

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2014

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

COVERAGES                                      CERTIFICATE NUMBER:                                      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			605016326	6/13/2014	6/13/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			605016326	6/13/2014	6/13/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED      RETENTION \$			605016330	6/13/2014	6/13/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TWC3415451	6/13/2014	6/13/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
A	Physical Damage						Comp Ded. \$500 Coll Ded. \$500

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

The Certificate Holder, its agents, representatives, officers, consultants, employees, trustees and volunteers are named as additional insureds. Such insurance is primary.

### CERTIFICATE HOLDER

### CANCELLATION

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

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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/12/2014

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> Verde Design, Inc. 2455 The Alameda, Suite 200 Santa Clara, CA 95050	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>Catlin Insurance Company, Inc.</b></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>Catlin Insurance Company, Inc.</b>		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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**COVERAGES**

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">WC STATU-TORY LIMITS</td> <td style="width:50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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<b>A</b>		<b>OTHER Professional Liability</b>	<b>AED1960800615</b>	<b>06/13/14</b>	<b>06/13/15</b>	<b>\$2,000,000 per claim</b> <b>\$4,000,000 annl aggr.</b>								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

All operations of the named insured.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the Certificate Holder

**CERTIFICATE HOLDER**

**CANCELLATION 10 Days for Non-Payment**

Oakland Unified School District Attn: Tadashi Nakadegawa 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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## INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Skyline High School Track and Field	Site	306
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	Verde Design	Agency's Contact	Devin Conway				
OUSD Vendor ID #	V059474	Title	Principal				
Street Address	2455 The Alameda, Suite 200	City	Santa Clara	State	CA	Zip	95050
Telephone	408-985-7200	Policy Expires	6-13-2015				
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No				
OUSD Project #	13197						

Term			
Date Work Will Begin	1-14-2015	Date Work Will End By (not more than 5 years from start date)	12-31-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$195,000.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	3069905891	6252	\$195,000.00

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	11/19/14
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved	12-10-14
3.	Deputy Chief, Facilities Planning and Management	Signature	Date Approved	12/12/14
4.	Chief Operations Officer, Board of Education	Signature	Date Approved	12/17/14
5.	President, Board of Education	Signature	Date Approved	