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Enactment Date	12-10-14



# 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** December 10, 2014

**Subject** Agreement for Preliminary Services - ADco/Turner Group/Alten Joint Venture - Glenview Elementary School New Construction Project

**Action Requested** Approval by the Board of Education of an Agreement for Preliminary Services for Lease Leaseback Services with ADco/Turner Group/Alten Joint Venture for Preconstruction Services on behalf of the District at the Glenview Elementary School New Construction Project, in an amount not-to exceed \$194,676.00. The term of this Agreement shall commence on ~~December 11, 2014~~ and shall conclude no later than ~~October 31, 2015~~. *November 30, December 10, 2016*

**Background** The contract is to address the Preconstruction services of the Glenview Elementary School Lease Leaseback services.

**Local Business Participation Percentage** 50.00%

**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 an Agreement for Preliminary Services for Lease Leaseback Services with ADco/Turner Group/Alten Joint Venture for Preconstruction Services on behalf of the District at the Glenview Elementary School New Construction Project, in an amount not-to exceed \$194,676.00. The term of this Agreement shall commence on December 11, 2014 and shall conclude no later than October 31, 2015 *81 November 30, December 10, 2016*

**Fiscal Impact**

Measure J

**Attachments**

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

**AGREEMENT FOR PRELIMINARY SERVICES (PRECONSTRUCTION SERVICES)  
BETWEEN  
OAKLAND UNIFIED SCHOOL DISTRICT  
AND  
ADCO/TURNER GROUP/ALTEN, A JOINT VENTURE  
FOR THE  
GLENVIEW ELEMENTARY SCHOOL NEW CONSTRUCTION PROJECT, OAKLAND CA**

This Agreement for Preliminary Services (Preconstruction Services) ("Agreement") is made and entered into this **30th day of November, 2014**, between the **Oakland Unified School District**, a California public school district ("District") and **ADco/TURNER GROUP/ALTEN JV** ("Developer") for the purposes of providing preliminary services relating to the design and new construction of the Glenview Elementary School ("Project"). District and Developer may be individually referred to herein as "Party" and collectively referred to herein as "Parties."

**WHEREAS**, the Project will be located at the following school site as more particularly described in **Exhibit "B,"** attached hereto and incorporated herein by this reference ("Site(s)"):

- **Glenview Elementary School, located at 4215 La Cresta Avenue, Oakland, CA 94602**

**WHEREAS**, District and Developer intend to enter into lease/leaseback arrangements for the development of the Project pursuant to Education Code section 17406 ("Lease Agreements") after Developer's performance of its duties and obligations pursuant to this Agreement and pending both the approval of the Plans and Specifications by the California Division of State Architect ("DSA") and after approval by the District and Developer of the Lease Agreements.

**WHEREAS**, the District has selected **HKIT** as the architects/engineers ("Architect(s)") of record for the Project;

**WHEREAS**, Developer desires to provide consulting services to the District with respect to other related services in preparation for the Project's development; and

**WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

**WHEREAS**, Developer represents that it is specially trained and has the expertise and experience to perform the services set forth in this Agreement; and

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

1. **Scope of Services.** Developer, as the District's development consultant and authorized representative, agrees to perform the services indicated in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services"). In providing the Services pursuant to this Agreement, Developer does not assume any responsibility for design, design errors, omissions or inconsistencies. The duties,



responsibilities and limitations of authority of Developer shall not be restricted, modified or extended without written agreement between the District and Developer.

2. **Construction Milestones.** The Parties intend to enter into the Lease Agreements on or about December 10, 2014. The Parties expect that the Project shall be completed on or before December 10, 2016.
3. **District's Responsibilities.** The District shall provide to Developer information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.
4. **Term.** The term of this Agreement ("Term") shall be Ten months (10) months from the date indicated above as the date of this Agreement. The Term may be shortened or lengthened by mutual agreement of the Parties or terminated as indicated herein.
5. **Submittal of Documents.** The Developer shall not commence the Services under this Agreement until the Developer has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Contract
<u>  X  </u>	Workers' Compensation Certification
<u>  X  </u>	Fingerprinting/Criminal Background Investigation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>      </u>	W-9 Form

6. **Termination**

- 6.1. **Termination by Developer.** This Agreement may be terminated by Developer upon fourteen (14) days written notice to District in the event of an uncured substantial failure of performance by District, unless the District has acted to commence cure efforts in any case where a reasonable cure cannot be concluded within the 14 day notice period.
- 6.2. **Termination by District.** This Agreement may be terminated without cause by District upon fourteen (14) days written notice to Developer. In the event of a termination by District, the District shall pay Developer for all fully-documented Services performed and expenses incurred under this Agreement up until the date of notice of termination.

7. **Compensation to Developer.** District agrees to pay Developer an amount not-to-exceed **One hundred ninety-four thousand, six hundred seventy-six dollars (\$194,676.00)**, for the performance of the Services contemplated by this Agreement, as indicated in **Exhibit "C" ("Services: Costs & Schedule")**.

- 7.1. Developer shall be responsible for all costs and expenses including the costs of hiring sub-consultants and other professionals to perform the Services, travel expenses to the Project site as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Developer's staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Developer in performance of the Services contemplated by this Agreement. Developer shall submit the names



of all proposed subconsultants and subcontractors to District in writing for the District's prior approval.

8. **Developer's Insurance.** Developer has in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance: **Commercial General Liability Insurance:** \$1,000,000 for each occurrence and general aggregate with Products and Completed Operations Coverage; **Automobile Liability – Any Auto:** combined single limit of \$1,000,000; **Excess Liability Insurance:** \$4,000,000; **Workers Compensation:** Statutory limits; **Employers' Liability:** \$1,000,000; and **Professional Liability (Errors and Omissions):** \$1,000,000. Developer shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for the worker's compensation and professional liability insurance policies, the District shall be named as an additional insured on all policies. Developer's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. All policies, except for professional liability, shall be written on an occurrence form. Developer shall not allow any sub-consultant, subcontractor, employee, or agent to commence work on this Agreement or any subcontract until the insurance required of Developer, subcontractor, or agent has been obtained.
9. **Indemnity.** To the furthest extent permitted by California law, Developer 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 Developer, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or this Agreement, including without limitation the payment of all consequential damages.
10. **Independent Developer.** Developer, in the performance of this Contract, shall be and act as an independent Developer. Developer 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. Developer 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 Developer's employees. In the performance of the work herein contemplated, Developer is an independent Developer 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.
11. **Designated Representatives.** The Developer shall coordinate with District personnel and/or its designated representatives as may be requested and desirable.
12. **Audit.** Developer shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all



business operations of Developer transacted under this Agreement. Developer shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Developer 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 Developer and shall conduct audit(s) during Developer's normal business hours, unless Developer otherwise consents.

- 13. Confidentiality.** The Developer and all Developer's agents, personnel, employee(s), subconsultants and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Developer 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.

**14. Performance of Services.**

**14.1. Standard of Care.** Developer shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Developer's failure to perform any of the Services furnished under this Agreement to the standard of care of Developer for its Services, which shall be, at a minimum, the standard of care of a Developer performing similar work for California school districts at or around the same time and in or around the same geographic area of the District.

**14.2. District Approval.** The work completed herein must meet the approval of the District.

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

Developer 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.

- 16. Assignment.** The obligations of the Developer pursuant to this Agreement shall not be assigned by the Developer.

- 17. Compliance with Laws.** Developer shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances, regulations, and guidelines. Developer shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Developer observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Developer 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 Agreement shall be appropriately amended in writing, or this Agreement shall be terminated

effective upon Developer's receipt of a written termination notice from the District. If Developer performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Developer shall bear all costs arising therefrom.

- 18. Certificates/Permits/Licenses.** Developer and all Developer'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.
- 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 Developer 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 Developer 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 Developer's performing of any portion of the Services.
- 21. No Third Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Developer.
- 22. District's Evaluation of Developer and Developer's Employees and/or Subcontractors.** The District may evaluate the Developer in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 22.1.** Requesting that District employee(s) evaluate the Developer and the Developer's employees and subcontractors and each of their performance.
  - 22.2.** Announced and unannounced observance of Developer, Developer's employee(s), and/or subcontractor(s).
  - 22.3.** Developer agrees to remove or re-assign its employees as may be reasonably requested by the District as a result of the District's evaluation. The District shall provide its request in writing, convey the basis for its request and provide reasonable time for Developer to satisfy the District's request.
- 23. 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.



- 24. Disputes.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Developer shall neither rescind the Agreement nor stop performing Services.
- 25. 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, addressed as follows:

**District:**

Oakland Unified School District  
955 High Street  
Oakland, CA 94601

**Attn: Tadashi Nakadegawa**

**Developer:**

ADco/Turner Group/Alten JV  
720-12<sup>th</sup> Street  
Richmond, CA 94801

**Attn: Robert A. Alten**

Any notice personally given 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.

- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.

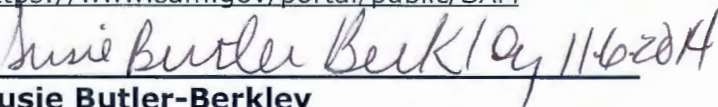


- 32. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 33. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 34. 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.
- 35. 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.
- 36. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 37. Lease Agreements.** In no event shall either party be obligated to enter into the Lease Agreements. District reserves the right to enter into the Lease Agreements with parties other than Developer. Developer has not received any assurances or guarantee that Developer will be awarded the Lease Agreements or any other contract related to the Project. District shall not be responsible to Developer for any claims or damages resulting from District's failure to enter into the Lease Agreements with Developer.
- 38. Ownership of Product.** It is mutually agreed that all materials prepared by Developer under this Agreement will be the property of the District and Developer shall have no property rights therein whatsoever. Developer hereby irrevocably assigns, conveys, and transfers to District any and all of Developer's right, title, and interest to any copyrights associated with the materials that will be prepared pursuant to the Agreement. Immediately upon termination of this agreement and District's written request, the District shall be entitled to, and Developer shall deliver to District, all data, drawings, specifications, reports, estimates, summaries, and other such materials and commissions as may have been prepared or accumulated to date by the District in performing the Agreement which is not Developer's privileged information, (the "Termination Material") as defined by law, or Developer's personnel information.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**

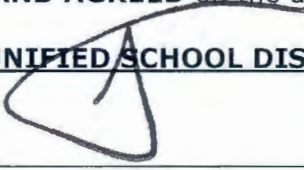
**Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition 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:

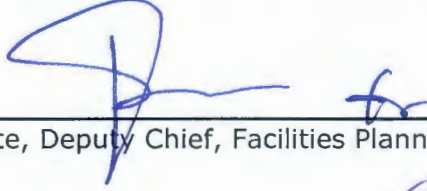
**OAKLAND UNIFIED SCHOOL DISTRICT**

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

12/11/14  
Date

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

12/11/14  
Date

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

11/10/14  
Date

**DEVELOPER**

  
\_\_\_\_\_  
Date

11/5/14  
Date

**APPROVED AS TO FORM:**

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

11. 7/14  
Date

File ID Number: 14-2327  
Introduction Date: 12-10-14  
Enactment Number: 14-1972  
Enactment Date: 12-10-14  
By: 0.7



**Information regarding Developer:**Developer: ADco/Turner Group/Alten JVLicense No.: 956234Address: 720 12th Street  
Richmond, CA 94801Telephone: (510) 234-4200Facsimile: (510) 234-4402E-Mail: bids@altenconstruction.com

Type of Business Entity:

- ☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Limited Partnership  
☐ Corporation, State: \_\_\_\_\_  
☐ Limited Liability Company  
☒ Other: Joint Venture

45-0827279 :Employer Identification and/or Social  
Security Number

**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:

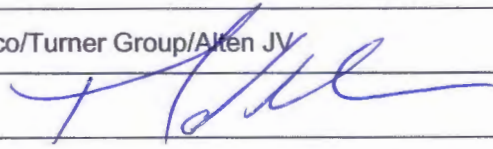
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- 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 its 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 Services of this Agreement.

Date: 11/5/14

Name of Developer or Company: ADco/Turner Group/Alten JV

Signature: 

Print Name and Title: Robert A. Alten, JV Partner & Pres. of Alten Construction, Inc.

(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 District prior to performing any Services under this Agreement.)



## **FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

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

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

Signature: \_\_\_\_\_

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Developer's services under this Agreement and Developer certifies its compliance with these provisions as follows: "Developer certifies that the Developer has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Developer's employees, subDevelopers, agents, and subDevelopers' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent Developers of the Developer, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

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

☒ The installation of a physical barrier at the worksite to limit contact with pupils.

☒ Continual supervision and monitoring of all Developer's on-site employees of Developer by an employee of Developer, Joe Salaw, etc, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

☐ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

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

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

Signature: \_\_\_\_\_

**[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.]** I am a representative of the Developer entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Developer.

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

Name of Developer or Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

11/5/14

Alten Construction, Inc.

Robert A. Alten, JV Partner & Pres. of Alten Construction

**Exhibit "A"**  
**Scope of Services**

**Pre-Construction Services**

Developer shall perform management and coordination services, plan and specification constructability reviews, provide value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the project, including but not limited to the following:

**1. General Services.**

- 1.1. Developer shall attend regular meetings during Project development between the Architect, the District, District site personnel, and any other applicable consultants of the District as required to discuss the Project, including budget, scope and schedule.
- 1.2. Developer shall assist Architect with the making of a written record of all meetings, conferences, discussions and decisions made between or among the District, Architect and Developer.
- 1.3. Developer shall assist the Architect with making formal presentations to the governing board of District.
- 1.4. Developer shall prepare and update the preliminary Project schedule.
- 1.5. Developer shall prepare and update the components of the Guaranteed Project Cost and shall be primarily in control of ensuring that the Project can and is constructed for no more than that amount.
- 1.6. Developer shall assist District with City land use issues;
- 1.7. Developer shall assist District with DSA review, input, and timeframe for same;
- 1.8. Developer shall provide review and comment upon geotechnical / soils investigation and report;
- 1.9. Developer shall provide review and comment upon survey of the Project site;
- 1.10. Developer shall provide review and comment upon any environmental impact report ("EIR") or other required California Environmental Quality Act ("CEQA") documents with District's CEQA consultant.

**2. Review of Design Documents.**

- 2.1. Developer shall review Project design and budget with the District and the Architect during the Schematic Design Phase, the Design Development Phase, at 50% Construction Documents Phase, and at 100% Construction Documents Phase to:

2.1.1. Developer shall provide recommendations on site use and



improvements, selection of materials, building systems and equipment and methods of Project delivery;

2.1.2. Developer shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;

2.1.3. Developer shall provide interim design phase estimates to establish and maintain the Project budget and scheduled costs; and

2.1.4. Developer shall provide plan review.

2.1.5. Value-engineering. Developer shall prepare a value-engineering report for District review and approval that:

2.1.5.1. Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);

2.1.5.2. Provides detailed estimate for proposed value-engineering items;

2.1.5.3. Defines methodology or approaches that maximize value; and

2.1.5.4. Identifies design choices that can be more economically delivered.

2.1.6. Constructability Review. Developer shall prepare detailed interdisciplinary constructability review within thirty (30) days of receipt of the plans from the District that:

2.1.6.1. Ensures construction documents are well coordinated and reviewed for errors;

2.1.6.2. Identifies to the extent known, construction deficiencies and areas of concern;

2.1.6.3. Back-checks design drawings for inclusion of modifications;

2.1.6.4. Provides the District with written confirmation that:

2.1.6.4.1. Requirements noted in the design documents prepared for the Project are consistent with and conform to the District's Project requirements and design standards; and

2.1.6.4.2. Various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.

2.2. Confirm Modifications to Design Drawings. If the District accepts Developer's comments, including the value-engineering and/or constructability review comments, Developer shall review the design documents to confirm that those comments are properly incorporated into the final design documents.

2.3. Building Information Modeling. In evaluating design documents, Developer shall utilize all available sources, including but not limited to any Building Information Modeling ("BIM") produced by or at the Architect's direction.

### **3. Budget of Project Costs.**

3.1. At each stage of plan review indicated above, Developer shall update and refine the budget of the Guaranteed Project Cost based on the most recent sent of design documents. Developer shall also advise the District and the Architect if it appears that the total construction costs may exceed the Guaranteed Project Cost established by the District and shall make recommendations for corrective action. Developer will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

3.2. In each budget of the Guaranteed Project Cost, Developer shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. This budget of the Guaranteed Project Cost shall include, at a minimum, the following information divided into at least the following categories:

- 3.2.1. Overhead and profit;
- 3.2.2. Supervision;
- 3.2.3. General conditions;
- 3.2.4. Layout & Mobilization (not more than 1%)
- 3.2.5. Submittals, samples, shop drawings (not more than 3%);
- 3.2.6. Bonds and insurance (not more than 2%);
- 3.2.7. Close-out documentation (not less than 3%);
- 3.2.8. Demolition;
- 3.2.9. Installation;
- 3.2.10. Rough-in;
- 3.2.11. Finishes;
- 3.2.12. Testing;
- 3.2.13. Punchlist and acceptance.



Developer shall indicate its willingness and ability to enter into the Lease Agreements to construct the Project for at or below that Guaranteed Project Cost, excluding unforeseen conditions or District-requested changes. This commitment will be a component of the Lease Agreements.

**4. Construction Schedule and Phasing Plan.**

Developer shall prepare a preconstruction schedule to guide the design team through to bid dates. That schedule shall show the multiphases and interrelations of design, constructability review, and estimating. Developer shall also prepare a full construction schedule for the Project detailing the phasing and construction activities. Developer shall further investigate, recommend and prepare a schedule for the District's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

**5. Construction Planning and Bidding.**

- 5.1. Developer shall prepare and distribute specifications and drawings provided by District to facilitate bidding to Developer's subcontractors.
- 5.2. Developer shall diligently review the drawings and specifications to reasonably eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, in order to significantly reduce change order requests by subcontractors attributed to design errors or omissions of Architect.
- 5.3. Developer shall diligently review all of the construction documents, including but not limited to all drawings and specifications, against ambiguities, conflicts, or omissions, and guarantee to the District that the total project shall be built for the available construction budget where the aggregate of all trade Developer bids, including authorized alternatives, shall be less than, but close to, the construction budget within the construction duration identified in Facilities Lease.
- 5.4. Developer shall conduct pre-bid conferences. Developer shall coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all Subcontractors.
- 5.5. Developer shall prepare appropriate subcontractor bid packages.



September 24, 2014

## EXHIBIT A

Adco / Turner Group / Alten Joint Venture  
720 12th Street  
Richmond, California 94801

Re: Glenview Elementary School New Construction Project

Dear Sirs/Madams:

The Oakland Unified School District is requesting a fee proposal from your firm to provide Pre-Construction Services for the aforementioned Project. A summary of the requested services is as follows: The LLB Entity shall work with the Architect and District staff as necessary to perform the following types of pre-construction services: confirmation of the budget, site evaluation, design review, constructability review (CR), development of construction documents, development of value engineering options in order to meet the project budget, back checking the construction documents to verify CR comments have been addressed, design standard implementation, assembling preliminary construction estimates, and planning phasing and staging of construction.

The **Project Description** is as follows:

Structures to be demolished include the existing 36,000 SF permanent building and related equipment, foundation and site utilities. Other removal work includes the demolition and/or relocation of eight (8) existing relocatable structures of varying sizes and conditions. Site related demolition work will include paving, fencing, site wall, play structure and landscaping removal. A portion of the (e) building facade, entry porch, stairs and courtyard are to remain and must be protected throughout the construction process. The lower yard playground will remain unchanged and must be protected and remain accessible from the west gate throughout construction.

A new 52,000 SF two story building with a partial basement will replace the existing structures. The new building will include a lobby, administrative and student support offices and meeting rooms, a library and a multi-use room with a stage, kitchen and storage. It will house twenty-one (21) classrooms including two (2) special needs classrooms, three (3) kindergartens, one (1) flex classroom and fifteen (15) standard classrooms as well as support spaces, such as student and toilet rooms, storage and MEP/Low Voltage rooms. The new building will be fully accessible and incorporate a 3-stop elevator, two stairways, internal and external ramps and external lifts as needed to provide full accessibility throughout the site. The new building will be constructed to meet all District standards and be designed to be Zero Net Energy incorporating rooftop PV panels. The existing two story facade section and porch feature which is to be retained will be incorporated into the new building structure. It will be seismically strengthened as required and anchored to the new structure.

Site improvements will include site utilities, new courtyard terraces, paved assembly and play areas, play equipment, landscaping and site furnishings. Other work will include stairways, ramps, retaining walls and perimeter and site fencing. A widened truck access route will be located along the north edge of the property.





The **Construction Budget** is Twenty-Six Million Dollars (\$26,000,000.00).

The **Anticipated Construction Duration** is Two (2) Years.

The detailed Scope of Work includes, but is not limited to, prior to the start of construction the following:

- **Site Evaluation:** Consult with District staff in relation to the existing site. The Firm must make site visits as needed to verify the current site conditions and the impact that they have on the budget.
- During this evaluation, the LLB Entity is to make recommendations relating to hazmat investigations, soils investigations, development of additional surveys to verify utility locations and capacities, and destructive testing in order to minimize unforeseen conditions.
- **Budget Confirmation:** Based on the current set of construction documents and site evaluation determine if the District's budget is adequate.
- **Plan Development:** Assist in the development of the Construction Documents for the Project (as used herein Construction Documents shall mean construction drawings and specifications as are necessary for obtaining complete bids and for efficient and thorough execution of the work to be performed in the construction of the Project, setting forth in detail the work to be done, the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems and utility service connection equipment and site work inclusive of civil and landscaping design.
- **Constructability Review:** Provide constructability review of the construction documents prior to DSA approval with an emphasis on ensuring that the Project can be completed within the GMP. Perform back check of the final construction documents to be used for DSA approval to verify the Architect has responded to all constructability comments/recommendations.
- **Design Team Meetings:** Attend meetings in Oakland with the Architect of Record and the design team every two weeks as appropriate in order to understand the nature of the project.
- **BIM:** The LLB Entity is to utilize the Architect prepared BIM for identifying clash issues in the construction documents. LLB entity to complete all layout of all building components as necessary to achieve design intent with all controls, power, and other systems included. District shall own the final version of this BIM.
- **Value Engineering:** Provide value engineering alternatives of all major Project systems at each of the design milestones (Schematic Design, Design Development, and Construction Documents).
- **Detailed Construction CPM Schedule:** Produce detailed construction CPM schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.
- **Preliminary and Detailed Estimates:** Provide preliminary construction estimates using like-kind construction costs and producing a detailed construction estimate based upon the Project plans showing the values of all major components of the Project and detailed construction estimates at major milestones of the Project design phase (Schematic Design, Design Development, 50% Construction Documents, 100% Construction Documents, and DSA approval update).



DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT

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- **Construction Planning:** Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required.
- **Method and Strategic Plan:** Describe the methods and strategic plan that would be implemented to determine and fulfill the requirements and expectations for the Projects, including, among others, the LLB Entity's approach to carrying out any required pre-construction services.
- **Bid Documents:** Provide recommendations on bid-packaging and assisting the architect in the preparation of the bid documents and issuing plans for competitive bidding and obtaining competitive bids for the Project (including providing the name(s) if available and scope(s) of work of each trade contractor the LLB Entity intends to use on the Project).
- **Other:** Provide such other services as are deemed necessary or reasonable to control the budget and the schedule.

Proposal shall be address to:

Cesar Monterrosa, Acting Director  
Department of Facilities Planning and Management  
Oakland Unified School District  
955 High Street  
Oakland, California 94601

Fee Proposal shall be a not-to-exceed amount and include a current fee schedule per hour for proposed firm members and prospective subcontractors.

Given the time constraints of this project, we need the Fee Proposal from you by October 1, 2014. We look forward to receiving your proposal and starting a successful working relationship. Please contact Wil Newby, Program Manager ([william.newby@ousd.k12.ca.us](mailto:william.newby@ousd.k12.ca.us)) for questions or clarifications.

Sincerely yours,

Cesar Monterrosa, Acting Director  
Oakland Unified School District  
955 High Street  
Oakland, California 94601

Attachments:

Pre-Construction Services spreadsheet

Plan (dated July 31, 2014)



**Exhibit "B"**  
**Maps of Project Site**

**Exhibit "C"**  
**Services: Costs & Schedule**



**Glenview Elementary Modernization**
**Pre Construction Services**

Description	Duration (hours)	Proj Dir	PM/Estm	PreCon Dir	Supr	MEP	Scheduler	BIM	ADMIN
<b>Rates per Hour</b>		<b>\$115.00</b>	<b>\$105.00</b>	<b>\$110.00</b>	<b>\$105.00</b>	<b>\$105.00</b>	<b>\$90.00</b>	<b>\$80.00</b>	<b>\$42.00</b>
<b>PHASE 1</b>									
<b><u>Construction Document Review Phase</u></b>	168	40	64	40	24	0	0	0	0
<b><u>October thru December 2014</u></b>									
<u>Schematic Design Drawings</u>									
Meetings									
Site Evaluation									
Consultant / Subcontractor Meetings									
<b>Total Hours, Construction Document</b>	168	40	64	40	24	0	0	0	0
<b>Total Cost, Construction Documents</b>	\$18,240.00	\$4,600.00	\$6,720.00	\$4,400.00	\$2,520.00	\$0.00	\$0.00	\$0.00	\$0.00
<b><u>Construction Document Review Phase</u></b>	460	40	80	40	40	100	80	40	40
<b><u>January thru May 2015</u></b>									
<u>Design Development Drawings</u>									
Meetings									
CPM Scheduling									
Constructability Review									
Value Analysis									
Consultant/Subcontractor Mtgs									
<b>Total Hours, DD Phase</b>	460	40	80	40	40	100	80	40	40
<b>Total Cost, DD Phase</b>	\$44,180.00	\$4,600.00	\$8,400.00	\$4,400.00	\$4,200.00	\$10,500.00	\$7,200.00	\$3,200.00	\$1,680.00
<b><u>Construction Document Review Phase</u></b>	438	40	80	40	40	54	80	64	40
<b><u>June thru October 2015</u></b>									
<u>50% Construction Drawings</u>									
Meetings									
CPM Scheduling									
Constructability Review									
Construction Planning									
Value Analysis									
Consultant/Subcontractor Mtg									
<b>Total Hours, 50% CD</b>	438	40	80	40	40	54	80	64	40
<b>Total Cost, 50% CD</b>	\$41,270.00	\$4,600.00	\$8,400.00	\$4,400.00	\$4,200.00	\$5,670.00	\$7,200.00	\$5,120.00	\$1,680.00
<b><u>Construction Document Review Phase</u></b>	542	56	72	56	52	60	62	64	120
<b><u>November 2015 thru May 2016</u></b>									
<u>100% Construction Drawings</u>									
Meetings									
CPM Scheduling									
Construction Planning									
Value Analysis									
Consultant/Subcontractor Meetings									
<b>Total Hours, 100% CD</b>	542	56	72	56	52	60	62	64	120
<b>Total Cost, 100% CD</b>	\$47,660.00	\$6,440.00	\$7,560.00	\$6,160.00	\$5,460.00	\$6,300.00	\$5,580.00	\$5,120.00	\$5,040.00
<b><u>Construction Document Review Phase</u></b>	166	16	40	26	26	40	4	6	8
<b><u>DSA Approved Drawings</u></b>									
Meetings									
Constructability Review									
Value Analysis									
Consultant/Subcontractor Meeting									
<b>Total Hours, DSA Approve</b>	166	16	40	26	26	40	4	6	8
<b>Total Cost, DSA Approve</b>	\$17,006.00	\$1,840.00	\$4,200.00	\$2,860.00	\$2,730.00	\$4,200.00	\$360.00	\$480.00	\$336.00
<b>Pre-Bid Phase</b>	306	8	20	12	0	0	0	0	20
<b>Bid Phase</b>		0	20	12	0	0	0	0	20

# Pre Construction Services

Description	Duration (hours)	Proj Dir	PM/Estm	PreCon Dir	Supr	MEP	Scheduler	BIM	ADMIN
Sub Solicitation		8	16	8	8	0	0	0	16
RFI response		0	20	4	24	0	0	0	20
Prepare GMP/Negotiation		8	8	8	0	0	0	0	0
Issue Subcontracts (Buyout)		0	16	6	0	0	0	0	24
Total Hours, Pre-Bid/Bid Phase	306	24	100	50	32	0	0	0	100
Total Cost, Pre-Bid/Bid Phase	\$26,320.00	\$2,760.00	\$10,500.00	\$5,500.00	\$3,360.00	\$0.00	\$0.00	\$0.00	\$4,200.00
<i>Total Hours for Pre-Construction Services</i>	2080								
<i>Total Cost for Pre-Construction Services</i>	\$194,676.00								
<i>Reimbursables</i>	0								
<i>Total Pre-Construction Fees</i>	\$194,676.00								





# CERTIFICATE OF LIABILITY INSURANCE

ADCOGRO-01

HUDRE1

DATE (MM/DD/YYYY)

11/4/2014

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 # 0564249  
Heffernan Insurance Brokers  
101 Second Street, Suite 120  
Petaluma, CA 94952

CONTACT  
NAME:PHONE  
(A/C, No, Ext): 1 (707) 781-3400FAX  
(A/C, No): 1 (707) 781-0800E-MAIL  
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Zurich American Insurance Company

16535

INSURER B : Navigators Specialty Insurance Company

36056

INSURER C : Indian Harbor Insurance Company

36940

INSURER D :

INSURER E :

INSURER F :

INSURED

ADCoTurner Group/Alten J.V.  
720 12th Street  
Richmond, CA 94801

## 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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	GLA013986400	11/04/2014	11/04/2015	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 - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	GLA013986400	11/04/2014	11/04/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		SF14EXC7307361C	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	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 <input type="checkbox"/> N/A	WC948309003	03/28/2014	03/28/2015	<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.		PEC003198004	06/01/2014	06/01/2015	1,000,000

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

Re: Glenview Elementary School - New Construction, 4215 La Cresta Avenue, Oakland, CA 94602.

Oakland Unified School District and its directors, officers, employees, agents and representatives are named as additional insured (primary) on General Liability and

Automobile Liability policies if required by written contract per the attached endorsements. Cancellation notice for the General Liability and Auto Liability policies is attached.

## CERTIFICATE HOLDER

## CANCELLATION

Oakland Unified School District  
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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## Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

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

**Named Insured:**

**Address (including ZIP Code):**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



**ZURICH**

## Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.

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

**Named Insured:**

**Address (including ZIP Code):**

720 12TH STREET  
RICHMOND, CA 94801

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

- A. Section II – Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

However, if you have entered into a construction contract or construction agreement with an additional insured person or organization, the insurance afforded to such additional insured only applies to the extent permitted by law.

- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I – **Coverage A – Bodily Injury And Property Damage Liability** and Section I – **Coverage B – Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

- C. However, regardless of the provisions of Paragraphs A. and B. above:

1. We will not extend any insurance coverage to any additional insured person or organization:
  - a. That is not provided to you in this policy; or
  - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
  - a. The Limits of Insurance provided to you in this policy; or
  - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

- D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

**C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D. For the purposes of the coverage provided by this endorsement:**

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
  - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.**

**F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



**E. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

**F. For the coverage provided by this endorsement:**

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.**

All other terms and conditions of this policy remain unchanged.

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

## **DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:     (Authorized Representative)
Named Insured:	

### **SCHEDULE**

**Name of Person(s) or Organization(s):**

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.



Endorsement # GLA4278028-05

## Cancellation By Us



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.

**Named Insured and Mailing Address:**

720 12th Street  
Richmond, CA 94801

**Producer:**

Heffernan Insurance Brokers  
101 Second Street, Suite 120  
Petaluma, CA 94952  
CA License# 0564249

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

This endorsement modifies insurance provided by the following:

**Boiler and Machinery Coverage Form**  
**Business Auto Coverage Form**  
**Commercial Crime Coverage Form**  
**Commercial General Liability Coverage Form**  
**Commercial Inland Marine Coverage Form**  
**Commercial Property Coverage Form**  
**Farm Coverage Form**  
**Garage Coverage Form**  
**Liquor Liability Coverage Form**  
**Motor Carrier Coverage Form**  
**Pollution Liability Coverage Form**  
**Products/Completed Operations Liability Coverage Form**  
**Truckers Coverage Form**

### SCHEDULE

**Number of Days' Notice: 60**

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

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Signed by: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date



## Limited Operations Coverage – Work Excluded Under A Consolidated (Wrap-Up) Insurance Program

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.

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

**Named Insured:**

**Address (including ZIP Code):** 720 12TH ST  
RICHMOND CA 94801-2365

This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**

### SCHEDULE

**Description and Location of Operation(s):**

ANY LOCATION WHERE THE INSURED HAS, OR HAD, OPERATIONS INSURED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM. THIS EXCLUSION DOES NOT APPLY TO ANY LOCATION(S) THAT MAY BE DESCRIBED IN U-GL-1058, EXCESS COVERAGE FOR INSURED'S INTEREST IN SPECIFIED WRAP UP PROGRAMS.

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

**A. The following exclusion is added to paragraph 2., Exclusions of Coverage A – Bodily Injury and Property Damage Liability (Section I – Coverages):**

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the **SCHEDULE** of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

1. Provides coverage identical to that provided by this Coverage Part;
2. Has limits adequate to cover all claims; or
3. Remains in effect.

**B. The exclusion in A. above shall not apply to your ongoing operations at the location shown in the **SCHEDULE** – for your service, maintenance, correction, repair or replacement of the original work performed and insured under the consolidated wrap-up insurance program.**

However, this extension of coverage does not apply to damages because of "bodily injury" or "property damage" due to any service, maintenance, correction, repair or replacement work:

1. as respects the "products-completed operations hazard"; or
2. for which coverage is afforded under the consolidated (wrap-up) insurance program.

C. For the application of the coverage provided by this endorsement in paragraph B. above, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** paragraph 4 **Other Insurance** is replaced by the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis. If any other insurance responds or can respond to this loss, we shall have the right but not the duty to defend any "suit".

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 may apply and that was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

Countersigned

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Authorized Representative





## AGREEMENT FOR PRELIMINARY SERVICES ROUTING FORM

### Project Information

Project Name	Glenview Elementary School New Construction	Site	119
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### 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
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### Contractor Information

Contractor Name	ADco/Turner Group/Alten JV	Agency's Contact	Robert A. Alten				
OUSD Vendor ID #	V060279	Title	Project Manager				
Street Address	720-12 <sup>th</sup> Street	City	Richmond	State	CA	Zip	94801
Telephone	510-234-4200	Policy Expires	11-4-2015				
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	13134						

### Term

Date Work Will Begin	12-11-2014	Date Work Will End By (not more than 5 years from start date)	10-31-2015
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### Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$194,676.00
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	1199905820	6252	\$194,676.00

### 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	11/6/14		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	11/7/14		
	Deputy Chief, Facilities Planning and Management				
3.	Signature	Date Approved	11/10/14		
	Chief Operations Officer, Board of Education				
4.	Signature	Date Approved	11/12/14		
	President, Board of Education				
5.	Signature	Date Approved			