

Board Office Use: Legislative File Info.	
File ID Number	16-0335
Introduction Date	2-24-2016
Enactment Number	16-0296
Enactment Date	2/24/16 O.A.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer ✓
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date February 24, 2016

Subject Amendment No. 1, Independent Consultant Agreement (Construction Related)- Urban Design Consulting Engineers- Oakland International High School Turf Replacement Project

Action Requested Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement (Construction Related) with Urban Design Consulting Engineers for Design Services on behalf of the District at Oakland International High School Turf Replacement Project, in an amount not-to exceed \$43,885.00 increasing previous contract amount from \$185,430.00 to a not to exceed amount of \$229,315.00 and revising the end date from September 27, 2015 to March 31, 2016. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The scope of the project is to provide additional fees to cover additional A/E services. Division of State Architect fees, City of Oakland Fire Department and PX Permit fees, Division of State Architect Coordination and Approvals, Feasibility study for additional portable and additional Construction Administration.

Discussion The agreement is being updated based on the additional information required by the Division of State Architect for approval of the Oakland International High School Turf Replacement.

LBP (Local Business Participation Percentage) 100.00%

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

Recommendation Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement (Construction Related) with Urban Design Consulting Engineers for Design Services on behalf of the District at Oakland International High School Turf Replacement Project, in an amount not-to exceed \$43,885.00 increasing previous contract amount from \$185,430.00 to a not to exceed amount of \$229,315.00 and revising the end date from September 27, 2015 to

March 31, 2016. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure J

Attachments

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



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

Legislative File ID No. _____

Department: Facilities

Vendor Name: Urban Design Consulting Engineers

Project Name: Oakland International Turf Replacement **Project No.:** 13154

Contract Term: Start Date: 1/13/2016 End Date: 3/31/2016

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 43,885.00

Approved by: _____

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

Why was this Vendor selected?

To support Oakland International HS Turf Replacement project. The original agreement is being updated based on additional information required by the Division of the State Architect for approval.

Summarize the services this Vendor will be providing.

1. DSA coordination and Approvals
2. Feasibility study for additional portable
3. Additional CA beyond original estimate

Was this contract competitively bid? Yes ☒ No ☐

If No, answer the following:

- 1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

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



OAKLAND UNIFIED
SCHOOL DISTRICT

File ID Number: 16-0335
Introduction Date: 2/24/16
Enactment Number: 16-0296
Enactment Date: 2/24/16
By: 8-

AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Urban Design Consulting Engineers. OUSD entered into an Agreement with CONTRACTOR for services on August 27, 2014, and the parties agree to amend that Agreement as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> . <input checked="" type="checkbox"/> The scope of work has <u>changed</u>.	If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u> The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to reimburse fees paid by architect.</u>
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> . <input checked="" type="checkbox"/> The term of the contract has <u>changed</u>.	If term is changed: The contract term is extended by an additional <u>Sevens months</u> , and the amended expiration date is <u>March 31, 2016</u> .
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> . <input type="checkbox"/> The contract price has <u>changed</u>.	If the compensation is changed: The contract price is amended by <div style="text-align: center;"> <input checked="" type="checkbox"/> Increase of \$43,885.00 to original contract amount <input type="checkbox"/> Decrease of \$ _____ to original contract amount </div> and the new contract total is Two hundred twenty-nine thousand, three hundred fifteen dollars and no cents (\$229,315.00)

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

5. **Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris
James Harris, President,
Board of Education

2/25/16
Date

Antwan Wilson
Antwan Wilson, Superintendent
Secretary, Board of Education

2/25/16
Date

Lance Jackson
Lance Jackson, Interim Deputy Chief
Facilities, Planning and Management

Date

CONTRACTOR

Jason Ling
Contractor Signature

Jason Ling, Principal
Print Name, Title

EXHIBIT "A" Scope of Work**Contractor Name: Urban Design Consulting Engineers****Billing Rate: Forty-three thousand, eight hundred eighty-five dollars and no cents (\$43,885.00)****1. Description of Services to be Provided**

The scope of the project is to reimburse fees paid by architect.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> 0 Ensure a high quality instructional core	<input type="checkbox"/> 0 Prepare students for success in college and careers
<input type="checkbox"/> 0 Develop social, emotional and physical health	<input type="checkbox"/> 0 Safe, healthy and supportive schools
<input checked="" type="checkbox"/> X Create equitable opportunities for learning	<input checked="" type="checkbox"/> x Accountable for quality
<input type="checkbox"/> 0 High quality and effective instruction	<input type="checkbox"/> 0 Full service community district

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 1-2-2016
Susie Butler-Berkley
Contract Analyst

AMENDMENT TO AGREEMENT

Amendment No. 1 dated, 9/30/2015, to Original Agreement between Oakland Unified School District (Client) and Urban Design Consulting Engineers (Consultant) and on the International High School project, Oakland, CA.

Client hereby requests and authorizes Consultant to perform additional and/or revised services as set forth in this Amendment.

SCOPE OF SERVICES as set forth below or in specified attachment(s):

1. DSA fees already paid by UDCE to-date, excludes any DSA fees at end of project

\$11,500

2. City of Oakland Fire Department and Px Permit fees paid by UDCE to-date

\$4,378

3. DSA Coordination and Approvals

BKDW \$10,637

UDCE \$5,000

4. Feasibility study for additional portable

\$4,000

5. Additional CA beyond original estimate

BKDW \$4,370

UDCE \$4,000

Terms of COMPENSATION :

Compensation shall be amended for Time and Materials: \$43,885.00.

Time of performance revised to be through 12/31/2015.

ALL PROVISIONS specified in the original Agreement dated 9/27/2014 remain in effect.

Client

Sign

Print Name

Title

Date

Consultant

Sign

Print Name

Title

Date



Jason Ling

Principal

9/30/2015

Summary		
<i>document</i>	<i>date</i>	<i>amount</i>
Original Agreement	9/27/2014	\$185,430.00
Amendment No. 1	9/30/2015	\$43,885.00
Total		\$229,315.00

EXHIBIT A



August 28, 2015

Dean Pontzious
Senior Associate
Urban Design Consulting Engineers
4400 Market St, Suite 800
Oakland, CA 94608

RE: Proposal for Amendment #1
DSA Approval Coordination
At Oakland International High School
DSA App No. 01-115000

Dear Dean,

I thank you for the opportunity to submit this proposal for Amendment #1. This proposal is being updated based on the additional information required by the Division of the State Architect for approval of the above mentioned project. We were requested to address additional comments.

We understand that the project construction was underway when the requested scope was required to be completed. To expedite the project approval, the DSA review and approval portion of this proposal has already been completed. In addition, as requested, we propose to perform construction administration document services during the remainder of the project construction. The following is our services to be included:

DSA Plan Approval and Back Check (Already Completed and DSA approval acquired)

- Review DSA review comments including structural, fire/life/safety, and accessibility comments.
- Document existing path of travel and accessibility conditions including existing parking and restrooms.
- Coordinate proposed scope with the Oakland Unified School District for final scope confirmation.
- Acquire DSA approval.
- Expedite DSA Box project folder setup that would allow the construction to resume.

Construction Administration DSA Documentation (To be Completed)

- Assist Urban Design Consulting Engineer (UDCE) on all required documents to be generated, and coordinate document submittal to DSA.
- Submit all closeout documents.
- Assist UDCE and the Oakland Unified School District on acquiring DSA Certification.

Based on the requirements outlined herein, we propose the following fee:

Original Fee:	\$750.00
Amendment #1	
DSA Approval	\$8,500.00
Construction Admin	<u>\$3,800.00</u>
Sub Total:	\$12,300.00
Total:	\$13,050.00

As noted earlier, we completed the work related to the DSA Approval portion of the project to expedite the project approval.

Please feel free to call me if you have any questions or need further clarification.

Cordially,



Dong E. Kim, AIA, LEED AP
President

October 20, 2015

Jason Ling
Urban Design Consulting Engineers
4400 Market Street, Suite 800
Oakland, CA 94608

**Re: Oakland Unified School District
Oakland International High School – Turf Replacement Project
Notice of Intent to Award /Immediate Work Authorization**

Dear Mr. Ling:

This letter shall serve as **Notice of Intent to Award an Amendment for Additional A/E Services Contract** based on your Proposal for Additional A/E Services submitted to our Director, Tadashi Nakadegawa by Urban Design Consulting Engineers. This also serves as your **Immediate Work Authorization to: Provide additional A/E services to the District for Oakland International High School – Turf Replacement Project.**

This is a very time-sensitive project and we will need your immediate assistance:

For the Oakland International High School – Turf Replacement Project, please, coordinate. The Project Manager for the District is: Wil Newby, Phone: (510) 532-2802.

Attached is a copy of the signed OUSD Agreement Request Form. Your contract is presently being prepared and you should receive it in the next few days. Should you find these forms acceptable please sign and return all copies to OUSD for execution. Upon Board action, we will forward to your office the Ratified Agreement.

In order to issue your contract please provide the following documents, within seven days, to Wil Newby, Project Manager for this project, at Oakland Unified School District, 955 High Street, Oakland, CA 94601:

Insurance

- 11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage's:
 - 11.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
 - 11.1.2 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for said self-insurance.
 - 11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but

shall not be limited to protection against claims arising from bodily and personal injury (including death resulting there from) and damage to property resulting from Consultant's or subcontractor's or sub-consultant's operations.

- 11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
- 11.1.5 Professional Liability Insurance with limits not less than \$1,000,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.
- 11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
 - 11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
 - 11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:

(Please, see the next page.)

Lance Jackson, Interim Deputy Chief
Oakland Unified School District
Department of Facilities Planning & Management
955 High Street
Oakland, California 94601

- 11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during

the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

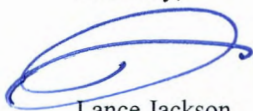
- 11.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 11.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder.
- 11.7 District may, at its sole option, terminate this Agreement immediately, without notice to Consultant and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. Consultant shall be responsible for any and all uninsured losses.
- 11.8 If Consultant is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:
 - 11.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

Time is of the essence for this project, so please expedite the delivery of the above listed documents.

If you have any questions, please feel free to call Wil Newby, Project Manager at (510) 532-2802.

We look forward to working with you on this critical project.

Sincerely,



Lance Jackson
Interim Deputy Chief
Division of Facilities Planning and Management

cc: Tadashi Nakadegawa, Director of Facilities, OUSD



OAKLAND UNIFIED
SCHOOL DISTRICT

expect **Success**

every student. every classroom. every day.

Wil Newby, Project Manager, OUSD
Maria Denney, Deputy Program Manager SGI



AMENDMENT INDEPENDENT CONSULTANT FOR PROFESSIONAL SERVICES ROUTING FORM

Project Information			
Project Name	Oakland International High School Turf Replacement	Site	353
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	Urban Design Consulting Engineers	Agency's Contact	Jason Ling				
OUSD Vendor ID #		Title	Architect of Record				
Street Address	4400 Market Street, Suite 800	City	Oakland	State	CA	Zip	94608
Telephone	510-868-1085	Policy Expires					
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 #	13154						

Term			
Date Work Will Begin	9-27-2014	Date Work Will End By (not more than 5 years from start date)	3-31-2016

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$229,315.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 43,885.00
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 <u>before</u> completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	3539905880	6215	\$43,885.00

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	1/21/16	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	1-25-16	
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature		Date Approved	2/2/16	
4.	Chief Operations Officer Facilities Planning and Management				
	Signature		Date Approved		
	President, Board of Education				
5.	Signature		Date Approved		

Board Office Use: Legislative File Info.	
File ID Number	14-1721
Introduction Date	9-23-2014
Enactment Number	14-1692
Enactment Date	9-23-14 <i>ef</i>



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools. Thriving Students

Memo

To Board of Education

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

Board Meeting Date September 23, 2014

Subject Independent Consultant Agreement for Professional Services (Construction Related)- Urban Design Consulting Engineers - Oakland International High School Turf Replacement Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services (Construction Related) with Urban Design Consulting Engineers for Design Services on behalf of the District at Oakland International High School Turf Replacement Project, in an amount not-to exceed \$185,430.00. The term of this Agreement shall commence on September 27, 2014 and shall conclude no later than September 27, 2015.

Background Oakland International High is in need of a new playing field and the turf replacement is essential.

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms,

opportunities for physical education, and attractiveness, such that the Oakland

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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Memo

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From Antwan Wilson, Superintendent and Secretary, Board of Education
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Timothy White, Deputy Chief, Facilities Planning and Management

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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 Independent Consultant Agreement for Professional Services (Construction Related) with Urban Design Consulting Engineers for Design Services on behalf of the District at Oakland International High School Turf Replacement Project, in an amount not-to exceed \$185,430.00. The term of this Agreement shall commence on September 27, 2014 and shall conclude no later than September 27, 2015.

Fiscal Impact

Measure J, Fund 21

Attachments

- Agreement for Engineering Services including scope of work
- Certificate of Insurance
- Urban Design Consulting Engineers Proposal

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(CONSTRUCTION RELATED)**

Oakland International High School Turf Replacement Project

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **4th day of August, 2014** by and between the Oakland Unified School District, Oakland, California ("District") and **Urban Design Consulting Engineers** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

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

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

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

The scope of the project is to provide Architect/Engineering services to include, but not limited to design development / construction documents 65%, construction documents 100%, and construction administration

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

The project will commence September 27, 2014 and conclude no later than September 27, 2015.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One hundred eighty-five thousand, four hundred thirty dollars and no cents (\$185,430.00)**. District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

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

purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination.**

- 12.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.3.1. material violation of this Agreement by the Consultant; or
 - 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of

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

14. Insurance.

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

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

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

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

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

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

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

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

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

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

follows:

District:

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

Consultant:

Urban Design Consulting Engineers
4400 Market Street, Suite 800
Oakland, CA 94608
ATTN: **Jason Ling, Principal**

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

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

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

30.Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31.Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

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

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

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

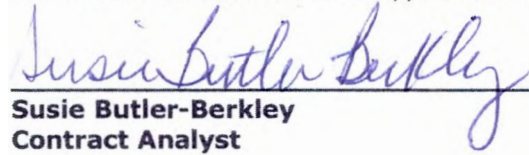
36.Signature Authority. Each party has the full power and authority to enter into and perform

this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

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

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

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



Susie Butler-Berkley
Contract Analyst

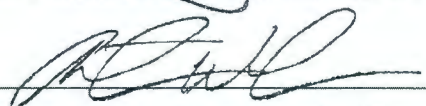
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT



David Kakashiba, President, Board of Education

Date: 9/24/14



Antwan Wilson, Superintendent,
Secretary, Board of Education

Date: 9/24/14



Timothy White, Associate Superintendent Facilities
Planning and Management

Date: _____

Contractors Name

Urban Design Consulting Engineers



Jason Ling, PE, Principal

8/7/2014

APPROVED AS TO FORM:



Catherine Boskoff, Facilities Counsel

Date: 8.17.2014

File ID Number: 14-1721
Introduction Date: 9-23-14
Enactment Number: 14-1692
Enactment Date: 9-23-14
By: [Signature]

Information regarding Consultant:

Consultant: Urban Design Consulting Engineers

80-0246766 :

License No.: CA PE C60493

Employer Identification and/or Social Security Number

Address: 4400 Market Street, Suite 800
Oakland, CA 94608

Telephone: 510-868-1085

Facsimile: 510-225-1782

E-Mail: jasonling@urbandesignce.com

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation, State: CA
☐ Limited Liability Company
☐ Other: _____

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

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

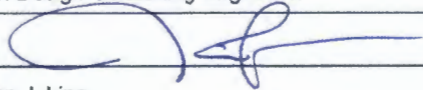
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date: 08/05/14

Proper Name of Consultant: Urban Design Consulting Engineers

Signature:  _____

Print Name: Jason J. Ling

Title: Principal

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

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

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

Name: _____

Title: _____

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

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

Date: 08/05/2014

Proper Name of Consultant: Urban Design Consulting Engineers

Signature: 

Print Name: Jason J. Ling

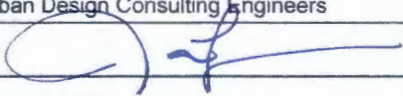
Title: Principal

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

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

Date: 08/05/2014

Proper Name of Consultant: Urban Design Consulting Engineers

Signature: 

Print Name: Jason J. Ling

Title: Principal

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

Consultant's entire Proposal is not made part of this Agreement. **[IF A CONSULTANT PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]**

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
8/05/2014

PRODUCER

Dealey, Renton & Associates
P. O. Box 12675 Attn: RBC
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.

INSURERS AFFORDING COVERAGE

INSURED

Urban Design Consulting Engineers
4400 Market Street, Suite 800
Oakland, CA 94608

INSURER A: Associated Indemnity Corp.

INSURER B: Travelers Property Casualty Co

INSURER C: XL Specialty Insurance Co.

INSURER D:

INSURER E:

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	AZC80872285	03/12/14	03/12/15	EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPI/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AZC80872285 *Shared w/ General Liab.	03/12/14	03/12/15	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000* BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB2749T693	03/12/14	03/12/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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	OTHER Professional Liability	DPS9713637	03/12/14	03/12/15	\$2,000,000 per claim \$2,000,000 annl aggr.

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

General Liability policy excludes claims arising out of the performance of professional services.

RE: Small Architectural Design Agreement-Urban Design Consulting-Oakland International High School Turf

Replacement project - \$185,430.00

(See Attached Descriptions)

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Oakland Unified School District
Attn: Susie Berkley
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 30 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

Naomi M. Bassett

DESCRIPTIONS (Continued from Page 1)

GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District and the State and their agents, representatives, employees, trustees, officers, consultants and volunteers.

Insurance is primary and non-contributory per policy wording.

Additional Insured - Owners, Lessees or Contractors - AB 90 67 12 93

Policy Amendment Section II

Insured Urban Design Consulting Engineers

Policy Number AZC80872285

Producer Dealey, Renton & Associates

Effective Date 03/12/14

Schedule

Name of Person(s) or Organization(s)

Description of Operations

Oakland Unified School District

Attn: Susie Berkley

955 High Street

Oakland, CA 94601

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

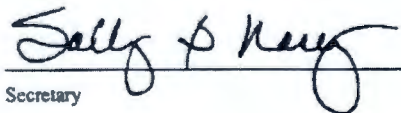
The following is added to Part I - WHO IS AN INSURED in the Business Liability Section of this policy

arising out of **your work** for that insured by or for you.

5. The person or organization shown in the Schedule is also an insured, but only with respect to liability

All other terms and conditions of the policy apply.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy


Secretary

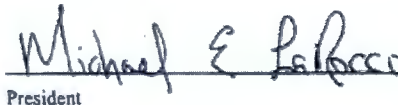

President



EXHIBIT A

July 21, 2014
Oakland Unified School District
Attn: William Newby
955 High Street
Oakland, CA 94601

Email: William.Newby@ousd.k12.ca.us
Phone: 510-532-2802

Re: Proposal for Professional Services on the International High School Schoolyard Improvement Projects, Oakland, CA

Dear Mr. Newby,

As follow up to our conversations, meeting, my review of the site and the Oakland Unified School District provided Scope of Work, also shown in the attached Limit of Work, Urban Design Consulting Engineers is pleased to present this proposal!

Urban Design Consulting Engineers is an open-culture consulting engineering firm dedicated to the success of our clients, team, and colleagues. Our mission is to connect projects with our synergetic, talented professionals who are passionate about smarter, better designs.

Our expertise is in multi-discipline civil engineering projects in the urban, suburban, and highway settings. We thrive in collaborations with School Districts, Landscape Architects, Architects, Developers, Cities, and California Department of Transportation (Caltrans) on site development, streetscape, joint trench, transportation, utility, and land development projects.

Our team of professionals provides services in:

- Agency Coordination
- Permit Assistance
- Project Management
- Base Mapping
- Conceptual Alternatives
- Conceptual Exhibits
- Civil Engineering Design
- Construction Documents
- Construction Support
- Owner Representation
- Conceptual Constructability Review
- QA/QC level Constructability Review of Plans & Specifications
- Job Site Monitoring and QA / QC
- Topographic Surveys
- Stormwater Design, QSP, QSD

For the subject project, we propose the following scope, schedule, and budget. If you would like to adjust the program, we are happy to customize the Scope of Work further.

SCOPE OF WORK

Limit of Work:

- As delineated in the attached "UDCE Limit of Work, 7/21/2014"

Design Elements:

- Project elements annotated in UDCE Limit of Work
- Field Surveying
- Geotechnical Exploration and Recommendations
- Civil Engineering
 - Overall coordination and Construction Documents
 - Grading and Drainage

- Artificial Turf for new field, coordinate with manufacturer
 - Stormwater Management
 - Fence selection collaboratively with OUSD
- Landscape Architect
 - Peer review fencing selection
 - Planting (New Grass)
 - Irrigation
- Electrical Engineer
 - New power to existing scoreboard, new meter
- Environmental
 - Survey, Lab, Report
- DSA Processing

Phases:

Design Development / Construction Documents 65%, Construction Documents 100%, Limited Construction Support Services (responding to RFI's and Submittals during construction)

Schedule:

As shown in OHS Field Estimated Project Schedule, 6/5/2014.

Design Baseline:

- AutoCAD 2015 and AutoCAD Civil 3D 2015, National CAD Standard
- Oakland Unified School District Specifications in CSI 6-digit Format

Basic Services

1. Design Development / Construction Documents 65%
 - 1.1. Existing Conditions
 - 1.1.1. Receive and review the following information for the school
 - 1.1.1.1. Any record information for existing site and utilities
 - 1.1.2. Perform Field Survey. District provides horizontal and vertical control information prior to field survey
 - 1.1.3. Underground utilities depicted to American Society of Civil Engineer (ASCE) 38-02 Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data, Quality level C, prepared by traced record map, then adjusted to surface features where possible.
 - 1.1.4. Prepare Existing Surface Terrain Model
 - 1.1.5. Perform Geotechnical and Environmental Soils review
 - 1.1.5.1. Drill for existing pavement depths
 - 1.1.5.2. Perform percolation test
 - 1.1.5.3. Prepare recommendations on turf and pavement sections
 - 1.1.5.4. Perform environmental sampling and reporting
 - 1.1.5.5. Perform asbestos testing on existing asphalt surface
 - 1.2. Coordinate with OUSD Maintenance
 - 1.3. Design and Prepare Design Development Plans
 - 1.3.1. Proposed Improvements
 - 1.3.2. Path of Travel
 - 1.4. Design and Prepare Plans
 - Existing Condition Plan
 - Demolition Plan
 - Demolition Plan (Portable Abatement and Demolition)

- Site Plan
 - Grading Plan
 - Utility Plan
 - Utility Profiles
 - Construction Details
 - Electrical Plan and Details
 - Erosion Control (basic) Plan
 - Landscape Layout Plan
 - Landscape Details
 - Planting Plan
 - Planting Details
 - Irrigation Plan
 - Irrigation Details
 - Specifications
2. Construction Documents (100%, stamped and signed)
 - 2.1. Review with Client, address comments to start 100% CD
 - 2.2. Design and Prepare Plans as listed in Section 1.4
 - 2.3. Submit Plans to DSA with Form DSA-1, coordinate and follow up
 - 2.4. Submit PG&E commercial service application and coordinate with PG&E
 - 2.5. Final print, stamp and sign
 3. Construction Administration
 - 3.1. Advise and issue clarifications as needed through Bid Phase
 - 3.2. Maintain one Annotated Set of plans and specifications for the Project
 - 3.3. Review submittals, shop drawings, respond to RFI's, and issue instructional bulletins as required for clarification of Construction Documents
 - 3.4. Visit site as appropriate
 - 3.5. Attend punch-list walkthrough
 - 3.6. From Contractor redlines, revise plans (using AutoCAD) and specifications electronically. Submit as Project Record Drawings
 - 3.7. Project Close Out

Optional Services

- Vacuum extraction potholing
- Storm Water Pollution Prevention Plan prepared by a Qualified Stormwater Pollution Prevention Plan Developer (QSD)

Excluded services

- Application and Permit fees.
- Design of Site Lighting, Signing, project mitigation measures, and all other work not specified.

Reimbursable expenses

Reimbursable expenses billed as a separate item on the professional service invoices. Reimbursable expenses include printing, mail, and deliveries. An estimate of these reimbursable expenses has been included in the Project Estimate.

Other parameters

Any services not included above shall be considered Additional Services and shall be paid for by the Client in addition to the compensation for Basic Services. Additional Services shall only be provided if authorized in writing by Client. Additional Services shall include, but not be limited to:

Professional Services on the International High School Schoolyard Improvement Project, July 21, 2014 Page 3 of 4



- Making revisions to drawings, specifications, or other documents when such revisions are, a) inconsistent with approvals or instructions previously given by Client; b) required by revision of codes, laws or regulations subsequent to the preparation of such documents; or c) due to changes required as a result of Client's failure to render decisions in a timely manner.
- Providing services required due to significant changes in the project, including but not limited to, size, quality, complexity, schedule, or method of contracting for construction.
- Preparing drawings, specifications, or other documents and providing other services in connection with construction change orders.
- Providing services in connection with substitutions proposed by the construction contractor.
- Providing services made necessary by default of the construction contractor, or by major defects of deficiencies in the work of the construction contractor.
- Providing services in evaluating an extensive number of claims submitted by the construction contractor or others in connection with the work.
- Providing services in connection with a public hearing, arbitration proceeding, or legal proceeding except where Consultant is a party thereto.
- Preparing documents for alternate, separate, or sequential bids.

Additional Services will be performed on a time and materials basis per Urban Design Consulting Engineer's Fee Schedule in effect at time services are performed, or for a mutually agreed upon lump sum, as negotiated by Client and Consultant prior to commencing such services.

Please contact us if you have any questions. If you are in agreement with the above and would like to proceed with the project, please provide us with your preferred agreement for review. Alternatively, we could provide our standard agreement.

We look forward to helping make this project a success!

Sincerely,
Urban Design Consulting Engineers

A handwritten signature in blue ink, appearing to read "Jason J. Ling", is written over a horizontal line.

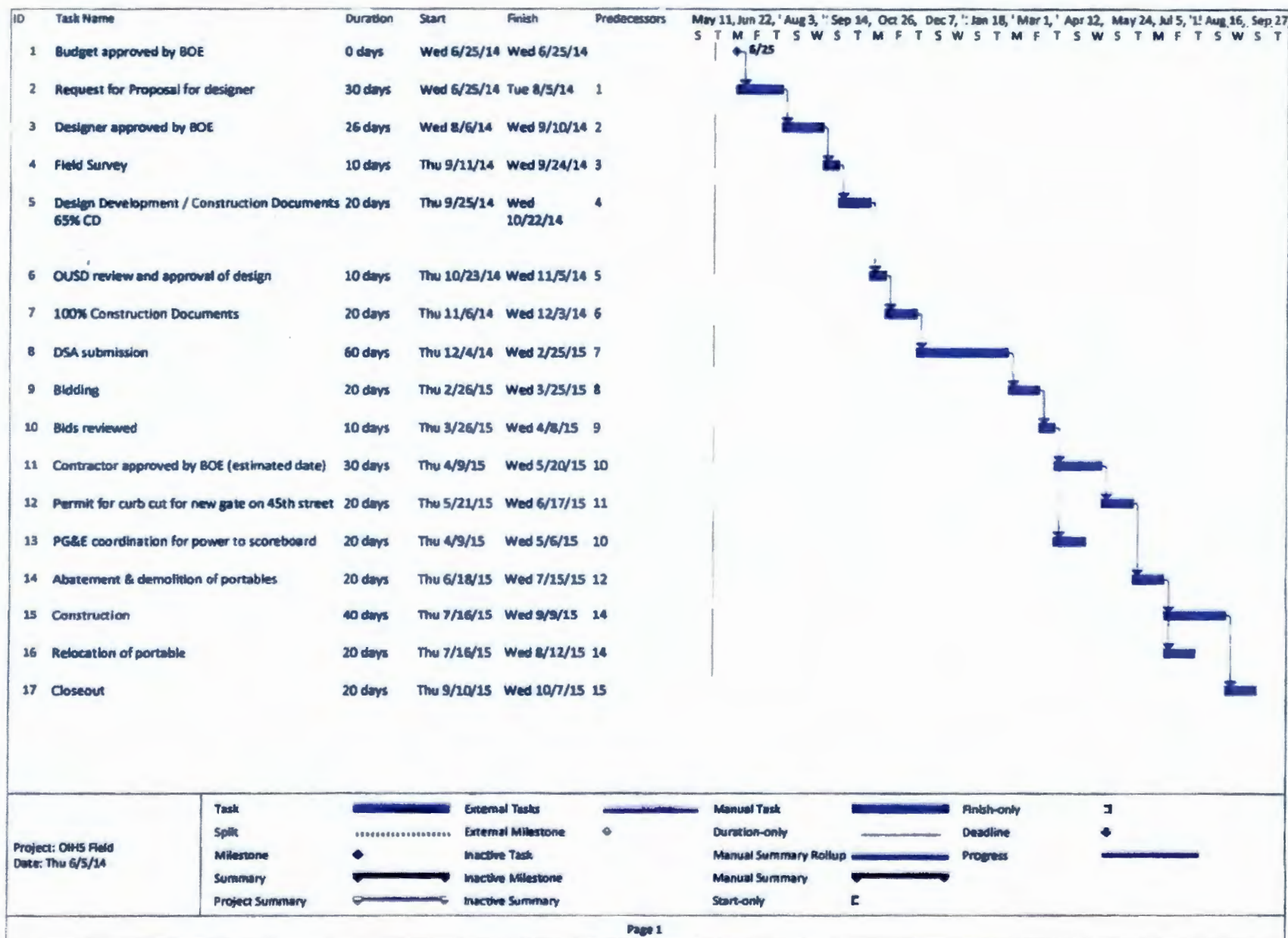
Jason J. Ling, PE, PMP, QSD, Principal

Attachment:
UDCE Limit of Work, 7/21/2014
Estimated Project Schedule, 6/5/2014
Project Estimate, 7/21/2014
Fee Schedule 2014
Firm Profile
Resumes

OPTION #3 - SCALE: $\frac{1}{64}'' = 1'$

Source: OUSD
UDCE Limit of Work, 7/21/2014





PROJECT ESTIMATE

Prepared by: Urban Design Consulting Engineers, 7/21/2014									
Client: Oakland Unified School District, CA									
Project: International High School Schoolyard Improvement Project, Oakland, CA									
Task	Rate Markup	Principal \$ 190 Hours	Associate Engineer \$ 130 Hours	Associate Designer \$ 120 Hours	CADD \$ 100 Hours	Business Coordinator \$ 95 Hours	Subconsultant 10%	Reimb. / Est. 10%	Totals
1. DESIGN DEVELOPMENT / CONSTRUCTION DOCUMENTS 65%	40.0	88.0	38.0	####	-	-	\$	-	\$99,220.00
1.1 Existing Conditions									
1.1.1 Receive and review information from the school	1.5	2.0	2.0	2.0	4.0		\$ 11,000.00		\$1,080.00
1.1.2 Perform Field Survey	2.0	4.0							\$13,400.00
1.1.3 Perform underground utility marking	1.0	2.0					\$ 2,000.00		\$2,650.00
1.1.4 Prepare existing surface terrain model	1.0	8.0			16.0				\$2,630.00
1.1.5 Perform Geotechnical and Environmental Soils review	2.0	4.0			12.0		\$ 14,200.00		\$17,720.00
1.2 Coordination with OUSD Maintenance	2.0	4.0					\$ 1,000.00		\$2,000.00
1.3 Design and Prepare Design Development Plan									
1.3.1 Proposed Improvements	4.0	24.0			24.0				\$6,280.00
1.3.2 Path of Travel Plan	2.0	8.0			8.0				\$2,220.00
1.4 Design and Prepare Plans (65% CD)	24.0	32.0	36.0	160.0			\$ 20,000.00		\$51,040.00
o Existing Condition Plan									
o Demolition Plan									
o Demolition Plan (Portable Abatement and Demolition)									
o Site Plan									
o Grading Plan									
o Utility Plan									
o Utility Profiles									
o Construction Details									
o Electrical Plan and Details									
o Low Voltage Plan and Details									
o Erosion Control (basic) Plan									
o Landscape Layout Plan									
o Landscape Details									
o Planting Plan									
o Planting Details									
o Irrigation Plan									
o Irrigation Details									
o Specifications									
2. CONSTRUCTION DOCUMENTS 100% PLANS AND SPECIFICATIONS	36.0	38.0	70.0	####	4.0	-	\$	-	\$57,860.00
2.1 Review with Client, address comments to start 100% CD	4.0	2.0	6.0						\$1,740.00
2.2 Prepare plans, specifications	24.0	32.0	24.0	160.0	4.0		\$ 19,000.00		\$45,890.00
2.3 Submit Plans to DSA with Form DSA-1, coordinate and follow-up	2.0		24.0						\$3,360.00
2.4 Submit PG&E commercial service application and coordinate with PG&E	2.0		18.0						\$2,300.00
2.5 Final print, stamp and sign	4.0	4.0		4.0					\$1,680.00
3. CONSTRUCTION ADMINISTRATION	22.0	12.0	72.0	-	-	-	\$	-	\$26,480.00
3.1 Maintain design document control / administrator	2.0	4.0							\$900.00
3.2 Geotechnical Review (Allowance on item)						\$ 5,000.00			\$5,500.00
3.3 Provide bid support	2.0	4.0	8.0						\$1,860.00
3.4 Review submittals, respond to RFIs, and issue Instructional Bulletins	16.0		60.0						\$10,240.00
3.5 Attend punch list walkthrough			4.0						\$480.00
3.6 Landscape Architect						\$ 3,000.00			\$3,300.00
3.7 Electrical Engineer						\$ 3,000.00			\$3,300.00
3.8 Project close out	2.0	4.0							\$800.00
Reimbursables	-	-	-	-	-	-	\$ 1,700.00	\$ 1,870.00	\$1,870.00
Printing							\$ 1,700.00		\$1,870.00
TOTAL									\$185,430.00



Fee Schedule
(Effective January 1, 2014)

Principal	190
Associate Engineer	130
Associate Designer	120
CADD	100
Business Coordinator	95
Word Processor & Clerical Support	80

Services will be billed in accordance with hourly rates (in US Dollar) listed above. These rates are subject to change on a semi-annual basis. For other than professional employees, time spent over 8 hours per day, time spent on swing shifts, and time spent on Saturdays will be charged at 1.5 times the hourly billing rate. Work on Sundays will be charged at 2.0 times the hourly billing rate and holiday work will be charged at 2.5 times the hourly billing rate. All field personnel charges are portal to portal. Professional employees will not be charged out at premium charge rates for overtime work.

Expenses are billed at cost plus 15%.



INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES (CONSTRUCTION RELATED) ROUTING FORM

Project Information			
Project Name	Oakland International HS Turf Replacement	Site	353
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	Urban Design Consulting Engineers	Agency's Contact	Jason Ling				
OUSD Vendor ID #	V060277	Title	Architect of Record				
Street Address	4400 Market Street, Suite 800	City	Oakland	State	CA	Zip	94608
Telephone	510-868-1085	Policy Expires					
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 #	13154						

Term			
Date Work Will Begin	9-27-2014	Date Work Will End By (not more than 5 years from start date)	9-27-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$185,430.00
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 <u>before</u> completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J, Fund 21	3539905880	6215	\$185,430.00

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.				
1.	Division Head	Charles Love	Phone	510-535-8038
	Director, Facilities Planning and Management			
2.	Signature		Date Approved	8/14/14
	General Counsel, Department of Facilities Planning and Management			
3.	Signature		Date Approved	8.14.14
	Associate Superintendent, Facilities Planning and Management			
4.	Signature		Date Approved	8.20.14
	Chief Operations Officer			
5.	Signature		Date Approved	8/28/14
	President, Board of Education			