Board Office Use: **Legislative File Info.**	
File ID Number	18- 0291
Introduction Date	3-14-2018
Enactment Number	18-0467
Enactment Date	3-14-18

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To	Board of Education
From	Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education Roland Broach, Interim Deputy Chief, Facilities Planning and Management Marion McWilliams, General Counsel
Board Meeting Date	March 14, 2018
Subject	Amendment No. 1 for an Architectural Agreement - Verde Design - Frick Field Project
Action Requested	Approval by the Board of Education of Amendment No. 1, for an Architectural Agreement between the District and Verde Design, Santa Clara, CA, for the latter to provide preparation services for a SWPPP Submittal package, in conjunction with the Frick Field Project, in an amount not-to-exceed $3,000.00 increasing previous contract amount from $190,600.00 to $193,600.00. All remaining portions of the agreement shall remain in full force and effect.
Discussion	Services needed according to State of California Requirement
LBP (Local business participation percentage)	Sole Source
Recommendation	Approval by the Board of Education of Amendment No. 1, for an Architectural Agreement between the District and Verde Design, Santa Clara, CA, for the latter to provide preparation services for a SWPPP Submittal package, in conjunction with the Frick Field Project, in an amount not-to-exceed $3,000.00 increasing previous contract amount from $190,600.00 to $193,600.00. All remaining portions of the agreement shall remain in full force and effect.
Fiscal Impact	Fund 21, Measure J
Attachments	• Amendment No. 1, including scope of work • Consultant Proposal • Insurance Certificate

OAKLAND UNIFIED SCHOOL DISTRICT

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

Legislative File ID No. 18-0291

Department: Facilities Planning and Management

Vendor Name: Verde Design

Project Name: Frick Field **Project No.:** 15139

Contract Term: Intended Start: 6/22/2016 Intended End: 12/20/2018

Annual (if annual contract) or Total (if multi-year agreement) Cost: $3,000.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the Local Business Policy? ☐ Yes (No if Unchecked)

How was this Vendor selected?

Is the architect of record for the field project.

Summarize the services this Vendor will be providing.

Prepare a SWPPP submittal package

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

If No, please answer the following:
1) How did you determine the price is competitive?

The fee is per the approved hourly rates

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 $90,200 (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, competitve selection process)

☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)

☐ **Emergency** contracts

☐ **Technology** contracts

- ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the $90,200 bid limit, must be competitvely advertised, but any one of the three lowest responsible bidders may be selected
- ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
- ☐ Western States Contracting Alliance Contracts (WSCA)
- ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

☐ **Piggyback" Contracts** with other governmental entities

☐ **Perishable Food**

☑ **Sole Source**

☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price

☐ **Other, please provide specific exception**

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

File ID Number: 18-0291
Introduction Date: 3-14-18
Enactment Number: 18-0467
Enactment Date: 3-14-18
By:

OAKLAND UNIFIED SCHOOL DISTRICT

AMENDMENT NO. 1 TO AN ARCHITECTURAL AGREEMENT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Verde Design.** OUSD entered into an Agreement with CONTRACTOR for services on **June 22, 2016**, and the parties agree to amend that Agreement as follows:

1. **Services:** ☐ The scope of work is unchanged. X **The scope of work has changed.**

   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. Attach revised scope of work.

   The CONTRACTOR agrees to provide the following amended services: **The scope of project includes the preparation of a SWPPP submittal package as a State of California Requirement.**

2. **Terms** (duration): X The term of the contract is unchanged. ☐ The term of the contract has changed.

   If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.

3. **Compensation:** ☐ The contract price is unchanged. X The contract price has changed.

   If the compensation is changed: The contract price is amended by

   X **Increase of $3,000.00 to original contract amount**

   ☐ Decrease of $_____ to original contract amount

   and the new contract total is One **hundred ninety-three thousand, six hundred sixty NO/100 dollars ($193,600.00).**

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:**

   X **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)
			$ - 0 -

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

Aimee Eng 3-14-18
Aimee Eng, President, Board of Education — Date

Kyla Johnson-Trammell 3-14-18
Kyla Johnson-Trammell, Superintendent Secretary, Board of Education — Date

CONTRACTOR

[signature] 2/12/18
Contractor Signature — Date

DEVIN CONWAY- PRINCIPAL
Print Name, Title

K999069.002 Rev. 10/30/08

Contract No.

P.O. No.

Roland Broach, Interim Deputy Chief Facilities, Planning and Management — Date

Marion McWilliams, General Counsel, Facilities, Planning and Management — Date 2/16/18

EXHIBIT "A" Scope of Work

Contractor Name: Verde Design

Billing Rate: Three thousand, NO/100 dollars ($3,000.00)

1. Description of Services to be Provided

   The scope of project includes preparation of a SWPPP submittal package as a State of California Requirement.

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:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	0Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	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

Cesar Monterrosa
Director of Facilities Planning & Management

VERDE DESIGN

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

January 22, 2018

John Esposito
Oakland Unified School District
955 High Street
Oakland, CA 94601

Subject: Oakland USD – Frick Impact Academy Synthetic Turf Field – QSD & SWPPP Services
Verde Design Project No.: 1604200

John,

Verde Design, Inc. respectfully submits the following add service request to provide QSD & SWPPP preparation services for the following items. The fee is the anticipated not to exceed amount for time and materials work by Verde Design staff.

Verde Design shall provide services as the Qualified SWPPP Developer including the following:

1) Confirm project Risk Level II through the SMARTS site specific analysis.

2) Prepare draft SWPPP Submittal Package that includes:
   a) Utilizing the previously prepared site specific erosions/sediment control & temporary BMP plans & details and non-stormwater controls
   b) Stormwater Pollution Prevention Plan (SWPPP) and appendices for Risk Level II

3) Assist the District with SMARTS data entry and preparation of the Notice of Intent to the State Water Board through the SMARTS website.

4) Upload the SWPPP documents to the SMARTS website prior to submittal by the LRP.

5) Listed QSD shall be Jamie Wallis, P.E. shall provide data entry.

Construction monitoring, annual report, and notice of termination/close-out documents are excluded from these services and shall be provided by the QSP to be hired by the District or Contractor.

John, please issue an amendment in the not to exceed amount of **$3,000** to our contract or a purchase order outlining these items are authorized by the District. Thank you.

Respectfully Submitted,
Verde Design, Inc.

Devin Conway, PE
Principal

Approved:
John Esposito

_____ _____
Authorized Signature Date

cc: Verde Design distribution

Policy Number: Various

Date Entered: 5/18/2017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/18/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Mary Barnard Insurance 2190 Stokes Street Suite 201 San Jose CA 95128	CONTACT NAME: Jennie Maltese PHONE (A/C, No, Ext): (408) 286-1334 FAX (A/C, No): (408) 286-6425 E-MAIL ADDRESS: jennie@barnardinsurance.com
INSURED Verde Design, Inc. 2455 THE ALAMEDA, SUITE 200 SANTA CLARA, CA 95050-6037	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: TRUCK INSURANCE EXCHANGE INSURER B: Technology Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			605016326	6/13/2017	6/13/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			605016326	6/13/2017	6/13/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			605016330	6/13/2017	6/13/2018	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3634747	6/13/2017	6/13/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Physical Damage			605016326	06/13/2017	06/13/2018	Comp Ded. Coll Ded.	$500 $500

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

30 days notice of cancellation; 10 days notice for nonpayment of premium

UMBRELLA LIABILITY IS FOLLOW FORM OVER GENERAL LIABILITY/AUTO LIABILITY and EMPLOYERS LIABILITY.

Oakland Unified School District, its Directors, Officers, Employees, Agents adn Representatives are named as additional insured to general and Auto liability per policy form wording. Insruance is primary and non-contributory with severability of interest clause.

CERTIFICATE HOLDER

Oakland Unified School District
ATTN: Timothy E White
955 High Street
Oakland CA 94601

CANCELLATION

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

Mary Barnard

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POLICY NUMBER:
605016326

COMMERCIAL GENERAL LIABILITY
CG 20 10 1001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:	Oakland Unified School District, its agents, representatives, officers, consultants, employees, trustees and volunteers

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

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

PRIMARY WORDING *It is agreed that such insurance provided the Additional Insureds under this endorsement is primary, but only as respects any claims, loss or liability arising out of the operations of the named Insured, their subcontractors, their suppliers, and any other insurance maintained by the Additional Insured is deemed to be excess and shall not contribute with this insurance.*

© ISO Properties, Inc., 2000

Client#: 1< RDEDESI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/14/2017

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

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

PRODUCER	CONTACT NAME: Doris A. Chambers	
Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 Julie L. Nelson	PHONE (A/C, No, Ext): 510 465-3090	FAX (A/C, No): 510 452-2193
	E-MAIL ADDRESS: dchambers@dealeyrenton.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Verde Design, Inc. 2455 The Alameda, Suite 200 Santa Clara, CA 95050	INSURER A : Travelers Casualty & Surety Co.	31194
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			106532568	06/13/2017	06/13/2018	$2,000,000 per Claim $4,000,000 Annl Aggr.	

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

All operations of the named insured.

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

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Tadashi Nakadegawa
955 High Street
Oakland, CA 94601

CANCELLATION

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

Julie L. Nelson

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DAC

Board Office Use: Legislative File Info.	
File ID Number	16- 1496
Introduction Date	6-22-2016
Enactment Number	16-1065
Enactment Date	6-22-16

OAKLAND UNIFIED SCHOOL DISTRICT

Memo

To	Board of Education
From	Antwan Wilson, Superintendent and Secretary, Board of Education By: Vernon Hal, Senior Business Officer Joe Dominguez, Deputy Chief, Facilities Planning and Management
Board Meeting Date	June 22, 2016
Subject	Agreement for Architectural Services -Verde Design - Frick Middle School Intensive Support Site Project
Action Requested	Approval by the Board of Education of an Agreement for Architectural Services between the District and Verde Design, Santa Clara, CA., for the later to provide design for a new soccer field, including lighting infra-structure, shade structure, landscaping, basketball hoops, and additional electrical panels for the new lighting, support to the District for the CEQA process per their quote dated 3/22/16, in conjunction with the Frick Middle School Intensive Support Site Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 22, 2016 and concluding no later than May 1, 2019, in an amount not-to exceed $190,600.00.
Discussion	With the new Intensive Support Site for Frick, it was determined that a new soccer field was needed for the students and or the community
LBP (Local Business Participation Percentage)	0.00%
Procurement Method	Professional Services Agreement - Formal - Advertised RFP / Awarded to entity following OUSD competitive solicitation process.
Recommendation	Approval by the Board of Education of an Agreement for Architectural Services between the District and Verde Design, Santa Clara, CA., for the later to provide design for a new soccer field, including lighting infra-structure, shade structure, landscaping, basketball hoops, and additional electrical panels for the new lighting, support to the District for the CEQA process per their quote dated 3/22/16, in conjunction with the Frick Middle School Intensive Support Site Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 22, 2016 and concluding no later than May 1, 2019, in an amount not-to exceed $190,600.00.
Fiscal Impact	Measure J
Attachments	• Agreement for Architectural Services including scope of work

- Certificate of Insurance
- Consultant Proposal

OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

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

Legislative File ID No. 16-1496

Department: Facilities Planning and Management

Vendor Name: Verde Design

Project Name: Frick Field Project **Project No.:** 15139

Contract Term: Intended Start: Intended End:

Annual (if annual contract) or Total (if multi-year agreement) Cost: $ 190,600.00

Approved by: Roland Broach

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

How was this Vendor selected?

This was a competitively bid project by Facilities.

Summarize the services this Vendor will be providing.

Design of a new soccer field, lighting, shade area and basket ball hoops.

Was this contract competitively bid? Yes ☑ No ☐

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than $86,000 (increases a small amount on January 1 of each year)
- ☑ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and 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**

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

Agreement for Architectural Services

BY AND BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND

Verde Design

This Agreement for Architectural Services is made as of the **17th day of May , 2016**, between the **Oakland Unified School District**, a California public school district ("District"), and **Verde Design** ("Architect") (individually a "Party" and collectively the "Parties"), for the following project ("Project"):

Frick Middle School Field Project, located at 2845 64th Avenue, Oakland, CA 94610.

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

Definitions

1.1. In addition to the definitions above, the following definitions for words and phrases shall apply when used in this Agreement, including all Exhibits:

1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.

1.1.2. **Architect**: The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect.

1.1.3. **As-Built Drawings ("As-Builts")**: Any document prepared and submitted by District's contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders.

1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that DSA has approved and that the District can use to go out to bid for construction of the Project.

1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

1.1.6. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.

1.1.7. **District**: The **Oakland Unified School District**.

1.1.8. **DSA**: The Division of the State Architect.

1.1.9. **Project Budget**: The total amount indicated by the District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs.

1.1.10. **Record Drawings**: A final set of drawings prepared by the Architect based upon marked-up prints, drawings, and other data furnished to Architect by Contractor that

incorporates all changes from all As-Builts, sketches, details, and clarifications.

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

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

Article 2. Scope, Responsibilities, and Services of Architect

2.1. Architect shall provide the Services as described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed or authorization from District to perform Services requested hereunder.

2.2. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.

2.3. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Completion of Services

2.4. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A",** so as to proceed with and complete the Services in compliance with the time as specified in the notice, if any. **Commencing June 22, 2016 and concluding no later than May 1, 2019.**

Article 3. Compensation and Value of Agreement

3.1. District shall pay Architect for all Services contracted for under this Agreement on a time and materials basis. The total compensation paid Architect pursuant to this Agreement may not exceed **One hundred ninety thousand, six hundred dollars and no cents ($190,600.00)**.

3.2. Architect shall notify District if District requested services or reimbursables will exceed the NA Dollars ($ 0.00) limit of this Agreement. If any work is performed by Architect without the prior written authorization of District, District shall not be obligated to pay for such work. The Parties may, by written agreement, increase the monetary limit of this Agreement.

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

3.4. **Expenses**. District shall not be liable to Architect for any costs or expenses paid or incurred by Architect in performing Services for District.

Article 4. Ownership of Data

4.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, Record Drawings, specifications, and estimates that the Architect or its consultants, prepares or causes to be prepared pursuant to this Agreement.

4.2. The Architect retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, Record Drawings, specifications, estimates, and other documents that the Architect or its consultants prepares or causes to be prepared pursuant to this Agreement.

4.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, a "thumb" drive and/or compact disc with these documents that is compatible with AutoCAD. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

4.4. In order to document exactly what CADD information was given to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the Architect or Consultant(s) subsequent to it being given to the District.

4.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") in electronic format (Microsoft Word) which the District shall have the right to utilize in any way permitted by statute:

4.5.1. One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.

4.5.2. One set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.

4.5.3. One set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical, and electrical), roof plan, sections, and exterior elevations of the Project.

4.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data, and reports prepared by the Architect under this Agreement.

4.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge and participation, the District agrees to release Architect of responsibility for such changes, and shall indemnify, defend, and hold the Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of that change or use except to the extent the Architect is found to be liable in a

forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect's consultants.

Article 5. Termination of Contract

5.1. If Architect fails to perform Architect's duties to the satisfaction of the District and as required by this Agreement, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions that caused the District to terminate this Agreement. The District may, at its discretion, provide the Architect time to cure its default or breach.

5.2. District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.

5.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.

5.4. The Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective after receipt of written notice from Architect to the District. Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination.

5.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay the Architect only the costs associated with the Services provided since the last invoice that has been paid and up to the notice of termination.

5.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, the Architect may terminate this Agreement by giving written notice.

Article 6. Indemnity/Architect Liability

6.1. To the furthest extent permitted by California law, Architect shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arise out of, pertain to, or relate to the negligence,

recklessness, errors or omissions, or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents, directly or indirectly, arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.

Article 7. Mandatory Mediation for Claims

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

7.2. Except as set forth below, the Parties agree to refrain from filing, maintaining, or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.

7.3. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with such rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, or any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.

7.4. The Parties shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the Parties are unable to agree upon a mediator, then the mediator shall be appointed by JAMS/Endispute.

7.5. The Mediation shall take place at a location within twenty (20) miles of the District's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the Parties, but, unless otherwise agreed to in writing, each Party shall bear its own attorney's fees.

7.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.

7.7. This mandatory mediation process shall only apply to Claims pursuant to the Architect Indemnity provision herein and shall not apply to any disputes to be resolved pursuant to the Alternative Dispute Resolution provisions herein.

Article 8. Fingerprinting

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

45125.1(d).

Article 9. Responsibilities of the District

9.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.

9.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.

9.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

9.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and desirable for the coordination or management of work related to the Project.

9.5. The District shall provide to the Architect all relevant information it knows it possesses regarding the Project that the Architect needs to perform its Services. The District shall provide this information and its decisions required under this Agreement in a timely manner and to avoid unreasonable delay in the Project.

Article 10. Liability of District

10.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.

10.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by Architect, or by its employees, even though such equipment may be furnished or loaned to Architect by District.

Article 11. Nondiscrimination

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

status of such person.

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

Article 12. Insurance

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

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

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

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

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

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

12.2.1. 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."

12.2.2. 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.

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

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

12.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Article 13. Covenant Against Contingent Fees

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

Article 14. Entire Agreement/Modification

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

Article 15. Non-Assignment of Agreement

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

Article 16. Law/Venue

16.1. This Agreement has been executed and delivered in the State of California and the validity,

enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

16.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

Article 17. Alternative Dispute Resolution

17.1. **Architect's Invoices**

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

17.1.2. If the Architect disagrees with the Disputed Architect Invoice Detail, the Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to any such disapproved portion or amount of the Architect invoices and the Disputed Architect Invoice Detail to determine if the dispute can be resolved. Such meet and confer communications shall include, but are not limited to, face-to-face meetings within thirty (30) days of the Architect's notice to the District with the appropriate District and Architect personnel as appropriate and necessary.

17.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a dispute as indicated herein.

17.2. Disputes between the parties arising out of this Agreement shall be resolved by the following processes:

17.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any controversy or dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for any Disputed Architect Invoice Detail shall satisfy this negotiation requirement.

17.2.2. **Mediation.** Within thirty (30) days, but no earlier than fifteen (15) days, following the earlier of receipt of notice by one party by the other party of a demand for mediation, the parties shall submit the dispute to non-binding mediation administered by the AAA (or other agreed upon rules) under its construction industry mediation rules, unless waived by mutual stipulation of both parties.

17.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this Agreement is located.

17.3. Architect shall neither rescind nor stop the progress of its work pending the outcome of any dispute under this Agreement.

Article 18. Severability

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

Article 19. Employment Status

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

19.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical, or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave, or other leave, with or without pay, or for other benefits which accrue to a District employee.

19.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

19.4. Should a relevant taxing authority determine a liability for past services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).

19.5. A determination of employment status pursuant to the preceding paragraphs of this Article shall be solely for the purposes of the particular tax in question and, for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.

19.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 20. Warranty and Certification of Architect

20.1. Architect warrants and certifies that the Architect is properly certified and licensed under the laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.

20.2. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.

20.3. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation may be One Thousand Dollars ($1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws.

Article 21. Cost Disclosure - Documents And Written Reports

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

Article 22. Notices & Communications

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

District:	**Architect:**
Oakland Unified School District	Verde Design
955 High Street	2455 The Alameda, Ste. 200
Oakland, CA 94601	Santa Clara, CA. 95050
Attn: Tadashi Nakadegawa	**Attn: Devin Conway**
(510)-535-7038	**(408) -985-7200**

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

Article 23. Disabled Veteran Business Enterprise Participation

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

Article 24. District's Right to Audit

24.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to

inspect, photocopy, and to retain copies, outside of the Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

24.2. The District's Right includes the right to examine any and all books, records, documents, and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with all requirements of this Agreement.

24.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred or anticipated to be incurred.

24.4. The Architect shall maintain complete and accurate records for a minimum of seven (7) years and in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit all Project related accounting records and documents and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.

24.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.

24.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 25. Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE). Architect shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at **www.ousd.**org, under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

Article 26. Other Provisions

26.1. Neither the District's review of, approval of, nor payment for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District.

26.2. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

26.3. The Architect acknowledges that the District is a public agency that is subject to heightened

curiosity by the news media and the public and that the Architect may not be apprised of all facts surrounding the Project that Architect is working on. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Architect shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Architect receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.

26.4. **Exhibit "A"** and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

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

Susie Butler-Berkley
Contract Analyst

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

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT

6/23/16

James Harris, President, Board of Education — Date

6/23/16

Antwan Wilson, Superintendent & Secretary, Board of Education — Date

Joe Dominguez, Deputy Chief, Facilities Planning and Management — Date

ARCHITECT

5/20/16

By: DEVIN CONWAY — Date
Its: PRINCIPAL

APPROVED AS TO FORM:

5.29.16

OUSD Facilities Legal Counsel — Date

File ID Number: 16-1496
Introduction Date: 6/22/2016
Enactment Number: 16-1065
Enactment Date: 6/22/2016
By

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Architect on the 20th day of MAY 2016 for the purposes of submission of this Agreement.

By: _____
Signature

DEVIN CONWAY
Typed or Printed Name

PRINCIPAL
Title

EXHIBIT "A"
SCOPE OF SERVICES

Architect's entire Proposal is **not** made part of this Agreement. [**IF ARCHITECT 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.**]

EXHIBIT A

VERDE DESIGN

2455 The Alameda, Suite 200
Santa Clara, CA 95050
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www.verdedesigninc.com

March 22, 2016

Oakland Unified School District
John Esposito
Senior Project Manager
Facilities Planning & Management
955 High Street
Oakland, CA 94604
Delivered via Electronic Mail

SUBJECT: Oakland USD – Frick MS Playground and Synthetic Turf Field
Verde Design Project No.: 1604300

Dear John:

Thank you for allowing Verde Design to provide a proposal for the above referenced project. This proposal shall remain valid for a period of ninety (90) days.

PROJECT UNDERSTANDING:
Oakland Unified School District ("District") has identified the desire to install a 50yd x 100yd synthetic turf field with sports field lighting within the existing bituminous play area, provide a gathering space with shade structures and landscaping at the southeast corner, resurface of the remaining existing bituminous area and restripe for new basketball goals at Frick Middle School with an anticipated construction budget of $1.7 million dollars.

We understand that the project will utilize a design/bid/build delivery method and will be submitted to DSA for review. The proposed scope of services assumes existing electrical service and switchgear are sufficient to accommodate proposed project improvements. Verde Design to provide project information as needed to support the District in CEQA processes, to run concurrent to project design, provided by others. This scope now includes electrical and structural engineering design services for the new field lighting and shade structure foundation responsibility, as well as role of being the Design Professional in General Responsible Charge with DSA.

The anticipated project schedule is as follows:
Design: Winter-Spring 2016
DSA submittal: Summer 2016
Bidding: Winter 2017
Construction: Summer 2017

As requested by the District, included in our proposal (and included in our project start-up / concept design fee) are topographic surveying (as well as underground location services prior to site surveying) and geotechnical investigative design services, including the work required for the recommendations for the new structural elements. Please note that the geotechnical engineering services are limited to the site assessment, evaluation, and recommendations for the planned project improvements. The scope for construction testing, testing, and special inspections are not included in this proposal (as our geotechnical consultant cannot provide these services), and we are asking the District to contract independently for these services.

The project scope will include the review of the existing site accessibility to and from the fields from the school campus and the nearest parking. We will assess and provide finding on what may trigger DSA accessibility comment and recommendations. Included in the proposal is time to attend a pre-design meeting with DSA to discuss the project scope and adjacency impacts in terms of accessibility code upgrades. Design elements of accessibility improvements that would be required by DSA are included in this proposal, provided that they are not within the public right-of-way, they are not within building footprints (i.e. restroom upgrades) or are structural elements. Our access improvements within the immediate field area are also included in within our proposed fee and scope of services.

The program validation will culminate in a preliminary design plan for the field area as well as an initial construction budget. Once the project construction budget has been aligned with the desired improvements, we will move into detailed design and construction documentation.

SCOPE OF SERVICES

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

A. Project Start-up / Program Validation / Concept Design

1. Attend one (1) project kick off meeting with the District and confirm project programmatic information.
2. If optional service is accepted, provide a topographic survey in digital AutoCAD format and input information into computer system. Otherwise, coordinate with District to receive CAD survey.
3. Complete on-site walk of the project site to complete a visual inventory of information compared to the provided topographic survey.
4. Receive any relevant as-built documents available from the District.
5. If optional service is accepted, provide the geotechnical engineering investigative work for the applicable project areas. Otherwise, coordinate with District to receive required report and design information from District's geotechnical engineer.
6. Prepare and set the electronic base for developing the proposed improvements.
7. Attend and facilitate one (1) project meeting with the District to review the initial field conceptual design and construction cost budget. The purpose of the meeting is to review collected utility information, geotechnical findings and how they relate to the field areas as developed by Verde Design.
8. Refine the conceptual design based on the input received at meeting with District.
9. Develop two dimensional colored design plans for the project site.
10. Attend up to six (6) community / site meetings to present and discuss the project.
11. Submit electronic copies of Final Conceptual Design and aligned Construction Cost Budget to the District for review and approval to proceed to Design Development.

B. Design Development

1. Develop systems design for the project improvements. Documentation will be at an approximate 50% Construction Documentation level. Improvements to include the following systems:
   a. Demolition
   b. Grading
   c. Drainage / Utilities
   d. Material / Layout

e. Planting / Irrigation
f. Electrical Schematic
g. Preliminary Construction Details
h. Preliminary Construction Cost Statement

2. Internal redlining and quality control
3. Submittal preparation and coordination. Submittal will be made electronically to the District.
4. Attend one (1) Meeting with District staff to review DD package and receive comments and direction to proceed into full Construction Documentation.

C. Construction Documentation

1. Develop a CD submittal package to a 95% level. 95% CD submittal package will have the following documents:
   a. Cover Sheet
   b. Existing Conditions Plan
   c. Accessibility Plan
   d. Erosion and Sedimentation Control Plan
   e. Demolition Plan
   f. Grading Plan
   g. Drainage / Utility Plan
   h. Layout Plan
   i. Materials Plan
   j. Electrical Site plan
   k. Construction Details
   l. Technical Specifications (in CSI format)
   m. Statement of Probable Construction Costs
2. Internal redlining and quality control
3. Submittal preparation and coordination. Submittal will be submitted electronically to the District and three (3) hard copies to DSA.
4. Attend one (1) meeting with the District to review the 95% CD submittal package. Receive comments and authorization to finalize the set.
5. 100% / DSA back check submittal package. Upon receiving comments from DSA and the District, we will finalize our construction documents for DSA approval, attend back check appointments at DSA to receive project approval, and upon receipt of scanned approved documents from DSA, deliver the approved package electronically to the District for advertisement and bidding purposes.

D. Bidding Assistance

This project is assumed to be one (1) bid package. Verde Design will assist the District in the bid solicitation process. Our work for this effort will be as follows:

1. Contact potential bidders
2. Attend one (1) pre-bid meeting on-site with prospective bidders.
3. Provide answers to bidder questions to the District for distribution during the bid period.
4. Assist District in evaluating the bids.

E. Construction Administration / Project Close Out

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

1. Attend one (1) pre-construction coordination meeting.

2. Review and processing of applicable product submittals.
3. Respond to questions from Contractors as applicable.
4. Attend up to twelve (12) construction meetings, including site walks. District Construction Manager will facilitate meetings and administer meeting documentation.
5. Complete Substantial Completion walk-through and generation of project punch list.
6. Review record drawings for underground improvements.
7. Final walk-through and punch list for our scope of work. All subsequent punch walks will be billed on a Time and Materials basis in addition to this proposal.
8. Review all Contractor warranties / guaranties and M&O documentation for our scope of work.
9. Close project and organize electronic files, plans and construction binder.
10. Develop a set of project As-Built Drawings in CAD based on the Record Drawings as provided by the Contractor.
11. Return to the project site 10 months into the 12 month project guarantee period to review project conditions with District staff. Identify potential warranty issues and discuss with District staff what is working well and any needs for improvement. Develop document on how to best remedy existing or anticipated issues.

CLIENTS RESPONSIBILITIES

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

Project and Site Information

1. District standard front end specifications, including General, Special and Supplementary conditions.
2. Any District standards for materials, construction detailing, etc.
3. As-built drawings and CAD (preferred) backgrounds for the existing conditions.
4. Programmatic information known for the desired project improvements (to be obtained during project kick-off meeting)
5. Project specific topographic surveys and geotechnical investigative reports for each project site (unless optional services are accepted)

SPECIAL PROVISIONS

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

1. Meetings other than those listed.
2. 3-D Renderings & Fly Thru Models (can be provided as an add service if desired)
3. Project design documentation or costing in addition to the scope identified above
4. Accessibility upgrades related to Architectural or Structural improvements
5. Fencing improvements at this time
6. Architecture design services
7. Acoustical and M/E/P Engineering
8. Structural retaining wall evaluation or remediation.
9. CEQA, Environmental, or other impact statement documents.
10. Any permit or application fees required for this project
11. Coordination with public agencies, other than DSA
12. Right-of-way design work.
13. QSD / QSP responsibilities.

Policy Number: Various

Date Entered: 6/5/2015

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/5/2015

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			605016326	6/13/2015	6/13/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS			605016326	6/13/2015	6/13/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			605016330	6/13/2015	6/13/2016	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3415451	6/13/2015	6/13/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Physical Damage			605016326	06/13/15	06/13/16	Comp Ded. Coll Ded.	$500 $500

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

30 days notice of cancellation; 10 days notice for nonpayment of premium

UMBRELLA LIABILITY IS FOLLOW FORM OVER GENERAL LIABILITY/AUTO LIABILITY and EMPLOYERS LIABILITY.

All California Operations. Oakland Unified School District is named as additional insured to general liability per policy form wording.

CERTIFICATE HOLDER

Oakland Unified School District
855 High Street
Oakland CA 95959

CANCELLATION

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 Mary Barnard

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POLICY NUMBER 605016326 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS -- SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Oakland Unified School District, its officers, employees, agents and representatives

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

Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Client#: 14483 VERDEDESI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/01/2015

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	CONTACT NAME: Jo Lusk	
Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	PHONE (A/C, No, Ext): 510 465-3090	FAX (A/C, No): 510 452-2193
	E-MAIL ADDRESS: jlusk@dealeyrenton.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Catlin Insurance Company, Inc.	19518
INSURED Verde Design, Inc. 2455 The Alameda, Suite 200 Santa Clara, CA 95050	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE $
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) $
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG $
							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	☐ ANY AUTO						BODILY INJURY (Per person) $
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) $
							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE $
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE $
	☐ DED RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT $
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT $
A	Professional Liability			AED1960800616	06/13/2015	06/13/2016	$2,000,000 per claim $4,000,000 annl aggr.

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

All operations of the named insured.

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

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District Attn: Tadashi Nakadegawa 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Line 35 pg 16
11

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AGREEMENT FOR ARCHITECTURAL SERVICES
ROUTING FORM

Project Information			
Project Name	Frick Middle School Intensive Support Site	Site	203

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist	☐ Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 ☐ Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information								
Contractor Name	Verde Design	Agency's Contact	Tony Wood					
OUSD Vendor ID #	V059474	Title	President					
Street Address	2455 The Alameda, Suite 200	City	Santa Clara	State	CA	Zip	95050	
Telephone	408-985-7200	Policy Expires	6-13-16					
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes x No						
OUSD Project #	15139							

Term			
Date Work Will Begin	6-22-2016	Date Work Will End By (not more than 5 years from start date)	5-1-2019

Compensation			
Total Contract Amount	$	Total Contract Not To Exceed	$190,600.00
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
9450 ✓	Fund 21, Measure J ✓	2039905893 ✓	6115	$190,600.00

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	Phone	510-535-7038	Fax	510-535-7082
	Director, Facilities Planning and Management				
	Signature	Date Approved	5/24/16		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	5/29/16		
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved			
4.	Senior Business Officer, Board of Education				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

THIS FORM IS NOT A CONTRACT

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Frick Field Project	**Site**	203

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist	☐ Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 ☐ Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Verde Design, Inc.	Agency's Contact	Devin Conway				
OUSD Vendor ID #	V053604	Title	Project Manager				
Street Address	2455 The Alameda, Suite 200	City	Santa Clara	State	CA	Zip	95050
Telephone	408-985-7200	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	15139						

Term

Date Work Will Begin	6-22-2016	Date Work Will End By (not more than 5 years from start date)	12-20-2018

Compensation

Total Contract Amount	$ 190,600.00	Total Contract Not To Exceed	$193,600.00
Pay Rate Per Hour (If Hourly)	$	If Amendment, Changed Amount	$3,000.00
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 before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9450	Fund 21, Measure J	2039905890	6115	$3,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	**Phone**	510-535-7038	Fax	510-535-7082
1.	**Director, Facilities Planning and Management**				
	Signature		Date Approved	2/12/18	
2.	**General Counsel, Department of Facilities Planning and Management**				
	Signature		Date Approved	2/16/18	
3.	**Deputy Chief, Facilities Planning and Management**				
	Signature		Date Approved		
4.	**Senior Business Officer, Board of Education**				
	Signature		Date Approved		
5.	**President, Board of Education**				
	Signature		Date Approved		

RECEIVED FEB 12 2018

THIS FORM IS NOT A CONTRACT