Board Office Use: **Legislative File Info.**	
File ID Number	19-0504
Introduction Date	4-10-2019
Enactment Number	19-0480
Enactment Date	4/10/19 lf

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Timothy White, Deputy Chief, Facilities Planning and Managment

Board Meeting Date 4-10-2019

Subject Amendment No. 2 to AN INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIO
Contractor: Verde Design
Services For: Emerson Elementary School Ball Field Project

Action Requested and Recommendation

Approval by the Board of Education of Amendment No. 2 to AN INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES between Oakland Unified School District and Verde Design, Santa Clara, CA, for the latter to

Provide an increase to scope for conduits and for future lighting changed to electrical design for batting cage equipment, score board and electrical outlets in dugouts.

for the period of 6-7-2018 through _____ in an amount not to exceed 254,405.

Prior Contract The Agreement was previously approved by the Board on 2-27-2019 (Enactment No. 19-0271).

Modification This amendment modifies the scope of work and compensation.
All other provisions remain the same.

Competitively Bid Was this contract competitively bid? Yes
If no, exception:

Fiscal Impact Funding resource(s): Fund 21, Measure J

Attachments

- Contract Amendment
- Copy of original contract and all prior amendments (if any)

Board Office Use: **Legislative File Info.**	
File ID Number	19-0504
Introduction Date	4-10-2019
Enactment Number	19-0480
Enactment Date	4/10/19 lf

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 2 TO

AN INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES GREATER

This Amendment amends AN INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES GR between Oakland Unified School District (OUSD) and Verde Design (Contractor) entered into on 6-7-2018 (OUSD Enactment No. 18-0929). The parties agree to amend that Agreement as follows:

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

If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

☐ Revised scope of work attached. **OR** ☑ CONTRACTOR agrees to provide the following amended services:

Provide an increase to scope for conduits and for future lighting changed to electrical design for batting cage equipment, score board and electrical outlets in dugouts.

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

If the term has changed: The contract term began on 6-7-2018 and expires on 8-21-2020. The parties agree to extend the contract through _____.

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

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

☑ Increase of $ 15,820 to original contract amount.

☐ Decrease of $ _____ to original contract amount.

The new contract total is Two hundred fifty-four thousand, four hundred five Dollars (254,405)

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

5. **Amendment History:**

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

No.	OUSD Enactment No.	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	19-0271	scope of work and compensation.	$39,985
		scope of work.	$
			$

PO No.

Req No.

6. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals 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/).

7. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng — 4/11/19

☒ President, Board of Education — Date

☐ Superintendent

☐ Chief or Deputy Chief

4/11/19

Secretary, Board of Education — Date

CONTRACTOR

3-12-19

Contractor Signature — Date

DEVIN CONWAY, PRINCIPAL

Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

OUSD Internal Routing				
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.				
		Signature - Approved	Denied - *Reason*	Date
1.	Administrator/Manager			
2.	Resource Manager (If restricted funds)			3/14/19
3.	Network *Superintendent/Executive* Director			3/15/19
4.	Chief/Deputy Chief			
5.	Legal (If increase takes contract above $90,200)			
6.	Superintendent, Board of Education	*Signature on the legal contract*		

Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)

Please select:

☐ **Action item included in Board Approved SPSA** (no additional documentation required)–Item Number:_____

☐ **Action item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

a. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
b. Meeting announcement for meeting in which the SPSA modification was approved.
c. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
d. Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED <u>WITHOUT</u> ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

   Provide an increase to scope for conduits and for future lighting changed to electrical design for batting cage equipment, score board and electrical outlets in dugouts.

SALASO'BRIEN
| expect a difference |

305 South 11th Street
San Jose, California 95112
408.282.1500 | www.salasobrien.com

Revised February 13, 2019
Revised February 11, 2019
May 9, 2017

Verde Design, Inc.
2455 The Alameda
Santa Clara, CA 95050

Attention: Devin Conway, PE, QSD/QSP, Principal
Subject: Engineering Design Proposal for Emerson Elementary School Athletic Field Improvements
SOBE Project No: 170761

Dear Devin,

We are pleased to submit our proposal to provide electrical engineering services for Emerson Elementary School Athletic Field Improvements project in Oakland, CA.

Project Intent: To provide electrical engineering design to add scoreboard and electrical outlets throughout field.

Electrical Engineering Scope of Work:

1. One site visit to investigate existing electrical system and distribution to provide power to new added loads.
2. Engineering design to provide power to the following:
    a. Convenience outlets at backstop and batting cages,
    b. Scoreboard.
3. Prepare technical specifications and engineer's cost estimation.
4. Review and address DSA comments.
5. Miscellaneous Scope of Work:
    a. Bidding support
        i. Respond to contractor questions during the bidding period.
    a. Construction support
        i. Respond to RFI's, review submittals and shop drawings.
        ii. Assist in the review of contract change order request.
        iii. Attendance of two site visits for punch walk and back-check.
6. Deliverables:
    a. 60% construction documents.
    a. 95% construction documents / DSA submittal.
    b. 100% construction documents / DSA back-check / Bid-set.

Clarifications and Exclusions:

1. Structural engineering design is excluded from this proposal. Sports field lighting foundations, lighting system mounting support and detailing to be done by others.
2. Lighting design is excluded from this proposal.
3. Power to be derived from existing spare circuits on existing panel. Demand / power metering is excluded from this proposal.
4. DSA submittal process to be completed by Verde Design.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/6/2018

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 Dealey, Renton & Associates P. O. Box 12675 Attn: Ted Kiyama Oakland CA 94604-2675	CONTACT NAME: Doris A Chambers PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2183 E-MAIL ADDRESS: dchambers@dealeyrenton.com
INSURED VERDEDESI Verde Design, Inc. 2455 The Alameda, Suite 200 Santa Clara CA 95050	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkley Insurance Company — 32603 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 954824693** **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	
	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)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability		Y	AEC902286000	6/13/2018	6/13/2019	$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 30 Day NOC/10 Day for NonPay of Prem

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

Ted K

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Policy Number: Various

Date Entered: 5/17/2018

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/17/2018

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	CONTACT NAME: Jennie Maltese
Mary Barnard Insurance 2190 Stokes Street Suite 201 San Jose CA 95128	PHONE (A/C, No, Ext): (408) 286-1334 FAX (A/C, No): (408) 286-6425 E-MAIL ADDRESS: jennie@barnardinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TRUCK INSURANCE EXCHANGE	21709
INSURER B: Technology Insurance Company	42376
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Verde Design, Inc.
2455 THE ALAMEDA, SUITE 200
SANTA CLARA, CA 95050-6037

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	6/13/2018	6/13/2019	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 ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			605016326	6/13/2018	6/13/2019	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	6/13/2018	6/13/2019	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 ☒ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC37113617	6/13/2018	6/13/2019	☒ 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	06/13/2018	06/13/2019	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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Produced using Forms Boss Plus software. www.FormsBoss.com: Impressive Publishing 800-208-1977

POLICY NUMBER 605016326 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES 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

(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".

It is agreed that this insurance is primary, and that any insurance issued to the additional insured applicable to a loss, other than that provided by this endorsement, shall be excess over this insurance, to the extent any insured, other than the additional insured, is solely negligent for any liabilities, loses, claims, suits, judgments, injuries, costs and/or otherwise demands.

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT ROUTING FORM 2018-2019

Amendment No. 2 **to** AN INDEPENDENT CONSULTANT AGREEMENT GREATER THAN

Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

1. To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work must change.
4. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	• Contract amendment packet including Board Memo and Amendment Form • Board approved copy of the original contract and any prior Amendments.

Contractor Information

Contractor Name	Verde Design	Contractor's Contact	Mike DeLong		
OUSD Vendor ID #	004498	Title	Manager		
Street Address	2455 The Alameda, Suite 200	City, State	Santa Clara, CA	Zip Code	95050
Telephone	510-737-8677	Email (required)			

Compensation and Terms

Current Contract Amount	$238,585.00	*OUSD Vendor ID #*	004498	*Start Date of Original Contract*	6-7-2018
Amount of Increase	15,820	*Original PO #*		*Current Term End Date*	8-21-2020
Amount of Decrease		***New Requisition #***		*New Term End Date**	
New Total Contract Amount	254,405	*% Change*		**Must be no more than five years from the start date*	

Budget Information *(If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition)*

Requisition No.	Budget Number	Resource Name	Amount
	210-9350-0-9735-8500-6215-115-9180-9905-9999-99999	9350/9735	$ 15,820.00
			$ 0.00
			$ 0.00
			$ 0.00

Contract History

	OUSD Enactment #	*Exact Name of Contract*	*Contract Amount*
Agreement	18-0929	Emerson Elementary School Ball Field Project	$238,585.00
Amend #	*OUSD Enactment #*	*General Description of Reason for Amendment*	*Revised Contract Amount*
1	19-0271	Provide additional structural engineering services	0

OUSD Contract Originator Information

Name of OUSD Contact	Tadashi Nakadegawa	Email	tadashi.nakadegawa	@ousd.org	
Site/Dept. Name	Department of Facilities Planning and Management	Site #	918	Phone	510-535-7038

Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

		Signature - Approved	Denied - Reason	Date
1.	**Administrator/Manager**			
2.	**Resource Manager** (if restricted funds)			7/24/19
3.	**Network Superintendent/Executive Director**	for Tim White		7/24/19
4.	**Chief/Deputy Chief**			
5.	**Legal** (if increase takes contract above $90,200)			
6.	**Superintendent, Board of Education**	*Signature on the legal contract*		

Procurement-Date Received: _____

THIS FORM IS NOT A CONTRACT

Rev. 8/16/18

Board Office Use: Legislative File Info.	
File ID Number	19-0038
Introduction Date	~~02-27-2019~~ 3/4/19
Enactment Number	19-0271
Enactment Date	3/4/19 os

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date 2-27-2019

Subject Amendment No. 1 to AN INDEPENDENT CONSULTANT AGREEMENT
Contractor: Verde Design
Services For: Emerson Elementary School Ball Field Project

Action Requested and Recommendation

Approval by the Board of Education of Amendment No. 1 to AN INDEPENDENT CONSULTANT AGREEMENT between Oakland Unified School District and Verde Design, Santa Clara, CA, for the latter to

Verde Design is requesting additional service to provide structural engineering services throughout the design and construction process.

for the period of _____ through _____ in an amount not to exceed 238,585.

Prior Contract The Agreement was previously approved by the Board on 6-6-2018 (Enactment No. 18-0929).

Modification This amendment modifies the scope of work and compensation.
All other provisions remain the same.

Competitively Bid Was this contract competitively bid? Yes
If no, exception:

Fiscal Impact Funding resource(s): Fund 21, Measure J

Attachments

- Contract Amendment
- Copy of original contract and all prior amendments (if any)

Board Office Use: Legislative File Info.	
File ID Number	19-0038
Introduction Date	02-27-2019
Enactment Number	
Enactment Date	

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 1 TO
AN INDEPENDENT CONSULTANT AGREEMENT

This Amendment amends AN INDEPENDENT CONSULTANT AGREEMENT between Oakland Unified School District (OUSD) and Verde Design (Contractor) entered into on 6-6-2018 (OUSD Enactment No. 18-0929). The parties agree to amend that Agreement as follows:

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

If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

☑ Revised scope of work attached. **OR** ☐ CONTRACTOR agrees to provide the following amended services:

Verde Design is requesting additional service to provide structural engineering services throughout the design and construction process.

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

If the term has changed: The contract term began on _____ and expires on _____. The parties agree to extend the contract through _____.

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

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

☑ Increase of $ 39,985 to original contract amount.

☐ Decrease of $_____ to original contract amount.

The new contract total is Two hundred thirty eight thousand, five hundred eighty-five Dollars (238,585)

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. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals 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/).

PO No.

Req No.

Amendment

6. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

☐ President, Board of Education
☐ Superintendent
☐ Chief or Deputy Chief

Date

Secretary, Board of Education

Date

CONTRACTOR

Contractor Signature

01/18/19
Date

DEVIN CONWAY, PRINCIPAL
Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

OUSD Internal Routing				
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.				
		Signature - Approved	Denied - Reason	Date
1.	Administrator/Manager			
2.	Resource Manager (If restricted funds)			1/24/19
3.	Network Superintendent/Executive Director			
4.	Chief/Deputy Chief			YCB
5.	Legal (If increase takes contract above $90,200)			
6.	Superintendent, Board of Education	*Signature on the legal contract*		

Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)

Please select:

☐ **Action item included in Board Approved SPSA** (no additional documentation required)–Item Number:_____

☐ **Action item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

a. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
b. Meeting announcement for meeting in which the SPSA modification was approved.
c. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
d. Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

1. **Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

   Verde Design is requesting additional service to provide structural engineering services throughout the design and construction process.

VERDE DESIGN

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

December 4, 2018

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

Subject: Oakland USD - Emerson Elementary School Playground Improvements
Structural Engineering Services (Kam Yan & Associates)
Verde Design Project No.: 1616200

Dear John:

On behalf of our structural engineering consultant, Kam Yan & Associates, Verde Design is requesting the following additional service fee for Emerson Elementary School Playground Improvements to provide structural engineering services throughout the design and construction process based on comments received at the 10/23/18 community meeting to include a batting cage with the softball field improvements to satisfy Title IX requirements. We have contacted Kam Yan & Associates and they have provided the fee below including our markup and coordination efforts for their services and their proposal is attached (please see attached). This additional service proposal is an amendment of our original agreement.

Total	$39,985

If this proposal meets with your approval, please sign and return one original copy to our office. John, thank you again for the opportunity to work with Oakland Unified School District on this exciting project!

Respectfully Submitted,
Verde Design, Inc.

Devin Conway, PE
Principal

PROPOSAL APPROVED BY:
Oakland Unified School District

Signature Date

Name Title

CC: Verde Design Distribution

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/6/2018

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
Dealey, Renton & Associates
P. O. Box 12675
Attn: Ted Kiyama
Oakland CA 94604-2675

CONTACT NAME: Doris A Chambers
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 #
INSURER A : Berkley Insurance Company	32603
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED VERDEDESI
Verde Design, Inc.
2455 The Alameda, Suite 200
Santa Clara CA 95050

COVERAGES **CERTIFICATE NUMBER:** 954824693 **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	
	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)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						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? ☐ N/A (Mandatory in NH)						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		Y	AEC902295900	6/13/2018	6/13/2019	$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 30 Day NOC/10 Day for NonPay of Prem

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
Ted K

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Policy Number: Various

Date Entered: 5/17/2018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/17/2018

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 21709 INSURER B: Technology Insurance Company 42376 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	6/13/2018	6/13/2019	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 ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			605016326	6/13/2018	6/13/2019	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	6/13/2018	6/13/2019	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		TWC37113617	6/13/2018	6/13/2019	☒ 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	06/13/2018	06/13/2019	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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Produced using Forms Boss Plus software, www.FormsBoss.com; Impressive Publishing 800-208-1977

POLICY NUMBER 605016326 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES 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

(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".

It is agreed that this insurance is primary, and that any insurance issued to the additional insured applicable to a loss, other than that provided by this endorsement, shall be excess over this insurance, to the extent any insured, other than the additional insured, is solely negligent for any liabilities, loses, claims, suits, judgments, injuries, costs and/or otherwise demands.

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT ROUTING FORM 2018-2019

Amendment No. 1 **to** AN INDEPENDENT CONSULTANT AGREEMENT

Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

1. To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work must change.
4. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	• Contract amendment packet including Board Memo and Amendment Form • Board approved copy of the original contract and any prior Amendments.

Contractor Information

Contractor Name	Verde Design	Contractor's Contact	Mike Delong		
OUSD Vendor ID #	004498	Title	President		
Street Address	2455 The Alameda, Suite 200	City, State	Santa Clara, CA	Zip Code	95050
Telephone	408-850-3406	Email (required)	mike@verdedesigninc.com		

Compensation and Terms

Current Contract Amount	$198,600.00	*OUSD Vendor ID #*	004498	*Start Date of Original Contract*	6-7-2018
Amount of Increase	39,985	*Original PO #*		*Current Term End Date*	8-21-2020
Amount of Decrease		***New Requisition #***		*New Term End Date**	
New Total Contract Amount	238,585	*% Change*		**Must be no more than five years from the start date*	

Budget Information *(If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition)*

Requisition No.	Budget Number	Resource Name	Amount
	210-9350-0-9735-8500-6215-115-9180-9905-9999-99999	9350 9735	$ 39,985.00
			$ 0.00
			$ 0.00
			$ 0.00

Contract History

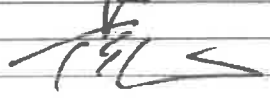
	OUSD Enactment #	*Exact Name of Contract*	*Contract Amount*
Agreement	18-0929	Emerson Elementary School Ball Field Project	$198,600.00
Amend #	*OUSD Enactment #*	*General Description of Reason for Amendment*	*Increase/Decrease Amount*

OUSD Contract Originator Information

Name of OUSD Contact	Tadashi Nakadegawa	Email	tadashi.nakadegawa @ousd.org		
Site/Dept. Name	Facilities Planning & Management	Site #	918	Phone	510-535-7038

Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

		Signature - Approved	Denied - Reason	Date
1.	**Administrator/Manager**			11/29/19
2.	**Resource Manager** (if restricted funds)			
3.	**Network Superintendent/Executive Director**			1/2020
4.	**Chief/Deputy Chief**			
5.	**Legal** (if increase takes contract above $90,200)			
6.	**Superintendent, Board of Education**	*Signature on the legal contract*		

Procurement-Date Received: _____

THIS FORM IS NOT A CONTRACT

Rev. 11/7/18

Board Office Use: Legislative File Info.	
File ID Number	18-1193
Introduction Date	6-6-2018
Enactment Number	18-0929
Enactment Date	6/6/18 os

OAKLAND UNIFIED SCHOOL DISTRICT

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date June 6, 2018

Subject Independent Contractor (Consultant) Agreement Greater than $90,200 - Verde Design - Emerson Elementary School Ball Field Project

Action Requested Approval by the Board of Education of an Independent Contractor (Consultant) Agreement Greater than $90,200 between the District and Verde Design, Santa Clara, CA., for the latter to provide design for a new synthetic softball field, including fencing, chain link fence dugouts, new basketball courts, relocated play structure, volleyball court, playground striping, garden area, underground conduit design, in conjunction with the Emerson Elementary School Ball Field Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 7, 2018, and concluding no later than August 21, 2020, in an amount not-to exceed $198,600.00.

Discussion Design services needed for the design of new synthetic softball field.

LBP (Local Business Participation Percentage) 50.9%

Recommendation Approval by the Board of Education of an Independent Contractor (Consultant) Agreement Greater than $90,200 between the District and Verde Design, Santa Clara, CA., for the latter to provide design for a new synthetic softball field, including fencing, chain link fence dugouts, new basketball courts, relocated play structure, volleyball court, playground striping, garden area, underground conduit design, in conjunction with the Emerson Elementary School Ball Field Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 7, 2018, and concluding no later than August 21, 2020, in an amount not-to exceed $198,600.00.

Fiscal Impact Fund 21, Measure J

Attachments

- Independent Contractor(Consultant) Agreement including scope of work
- Consultant Proposal
- Certificate of Insurance

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 $86,000 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**

OAKLAND UNIFIED SCHOOL DISTRICT

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: **Verde Design, Inc.**
Project: Emerson Playfields and Playgrounds
Project #:
Estimate:

Bid Opening Date:
Time:
Project Mgr:
Architect:

Based Bid		$	198,600.00
Verified Local Business Participation Discount	2 pts *	$	3,972.00
Based Bid W/ LBP Discount		$	194,628.00

LBU Credit Based on Policy
50.9%

*This firm meets the 50% LBU requirement and receives 2 preference pts/2% bid discount toward its based bid

	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	COMMENTS:
PRIME Company: Verde Design, Inc. Address: City/State: Phone: ( )	$ -				1 2 3 4
Company: PLS Surveys Address: 2220 Livingston St, Ste 202 City/State: Oakland, CA Phone: (510) 261-0900	$ 8,700.00		4.38%		1 2 3 4
Company: Terraphase Address: 1404 Franklin Street City/State: Oakland, CA Phone: (510) 645-1850	$ 11,000.00		5.54%		1 2 3 4
Company: Salas O'Brien Address: 180 Grand Avenue Ste 1325 City/State: Oakland, CA Phone: (510) 272-9958	$ 5,500.00	2.77%			1 2 3 4

OAKLAND UNIFIED SCHOOL DISTRICT

	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	COMMENTS:
Company: PGA Desgin Address: 444 17th Street City/State: Oakland, CA Phone: (510) 465-1284	$ 75,900.00			38.22%	1 2 3 4
TOTAL PARTICIPATION	$ 101,100.00	2.8%	9.9%	38.2%	50.9%

APPROVAL- LBU Compliance Officer

INDEPENDENT CONSULTANT
FOR PROFESSIONAL SERVICES
Greater Than $90,200

This Independent Contractor Agreement ("Agreement" or "Contract") is made as of the **4th** day of **May** in the year **2018**, between the **Oakland Unified School District** and **Verde Design, Inc.** The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

   Scope of work to provide design of new synthetic softball field, including fencing, chain link fence dugouts, new basketball courts, relocated play structure, volleyball court, playground striping, garden area, future field lighting underground conduit design and out door space.

2. **Term.** Consultant shall commence providing Services under this Agreement on **June 7, 2018,** and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on **August 21, 2020**. This Agreement may be extended upon mutual approval of both parties in writing on an annual basis to the extent permissible under applicable law.

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

X	Signed Agreement	X	W-9 Form
X	Insurance Certificates & Endorsements	X	Workers' Compensation Certificate
X	Debarment Certification		Other: _____
X	Fingerprinting/Criminal Background Investigation Certification		

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "B,"** on an hourly basis and a per-item basis, as applicable, and up to **a maximum amount not-to-exceed ONE HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED NO/100 DOLLARS ($198,600.00).** District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work. Expenses will not be charged on this Work above the

6. maximum not-to-exceed amount of the Contract Price. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.

7. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

8. **Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program:** Consultant shall comply with the requirements of 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 Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.

9. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

10. **Standard of Care.**
    10.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
    10.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
    10.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
    10.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

11. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

12. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission.

13. **Termination.**

13.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

13.2. **Without Cause by Consultant**. Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

13.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.3.1. material violation of this Agreement by the Consultant; or

13.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

13.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

13.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

14. **Indemnification**. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

15. **Insurance.**

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

15.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)

15.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its

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

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

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

15.2.1. 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."

15.2.2. 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.

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

15.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

15.3. **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.

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

17. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended

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

18. **Permits/Licenses**. Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

19. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

20. **Employment with Public Agency**. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

21. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, 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 and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

22. **Fingerprinting of Employees**. The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

23. **Audit**. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors**. The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
    24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

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

26. **Disputes**: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.

27. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

28. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District
Facilities Planning & Mangement
955 High Street
Oakland, CA 94601
Tel: 510-535-7038; Fax: 510-535-7082
ATTN: Timothy White

Consultant
Verde Design, Inc.
2455 The Alameda, Suite 200
Santa Clara, Ca 95050
Tel: 408-985-7200
ATTN: Devin Conway

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

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

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

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

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

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

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

5/10/18

Timothy White
Deputy Chief of Facilities Planning & Management

TAIGHI NAKADEGAWA FOR

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng, President, Board of Education — Date: 6/7/18

Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education — Date: 6/7/18

Timothy White, Deputy Chief, Facilities Planning and Management — Date: 5-16-18

APPROVED AS TO FORM:

OUSD Facilities Legal Counsel — Date: 5/18/18

CONSULTANT

DEVIN CONWAY, PRINCIPAL — Date: MAY 7, 2018

Information regarding Consultant:

Consultant: VERDE DESIGN INC

License No.: 109297

Address: 2455 THE ALAMEDA SUITE 200 SANTA CLARA CA 95050

Telephone: 408-985-7200

Facsimile: 408-985-7260

E-Mail: devin@verdedesigninc.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_X_ Corporation, State: CA
____ Limited Liability Company
____ Other:

20-8974203 :
Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

VERDE DESIGN
www.VerdeDesignInc.com

Date: May 07, 2018

Re: Verde Design Inc Authorized Signatories

To whom it may concern:

The employees bearing the title Principal are hereby authorized to sign on behalf of Verde Design Inc.

Sincerely,

Sandy Montgomery

Sandy Montgomery
Finance Administration
Verde Design Inc

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

Date: MAY 7, 2018

Proper Name of Consultant: VERDE DESIGN INC

Signature: [signature]

Print Name: DEVIN CONWAY

Title: PRINCIPAL

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither Verde Design, Inc. 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 Consultant 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 Consultant on the 7TH day of MAY 2018 for the purposes of submission of this Agreement.

By: _____
Signature

DEVIN CONWAY
Typed or Printed Name

PRINCIPAL
Title

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. Consultant has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

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

Name: _____

Title: _____

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

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

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

Date: MAY 7, 2018

Proper Name of Consultant: VERDE DESIGN INC

Signature: [signature]

Print Name: DEVIN CONWAY

Title: PRINCIPAL

EXHIBIT "A"
Scope of Services

Consultant shall perform the following Services:

To provide design of new synthetic softball field, including fencing, chain link fence dugouts, new basketball courts, relocated play structure, volleyball court, playground striping, garden area, future field lighting underground conduit design and out door space. (As stated in attached Proposal)

Client#: 14483 VERDEDESI

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/07/2018

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 Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 Julie L. Nelson	CONTACT NAME: Doris A. Chambers PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS: dchambers@dealeyrenton.com
INSURED Verde Design, Inc. 2455 The Alameda, Suite 200 Santa Clara, CA 95050	INSURER(S) AFFORDING COVERAGE — NAIC # 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 CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT $ 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)

REF: EMERSON FIELD.

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Timothy White
Facilities Planning & Mangement
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

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DAC

Oakland Unified School District
Department of Facilities Planning and Management
955 High Street Oakland CA 94601

REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P) #011-1718

Design Services for Outdoor Sports Fields and Athletic Facilities at Castlemont High School and Various School Sites

April 11, 2018 (Issued)

The Oakland Unified School District ("District") is requesting proposals from experienced design firms, partnerships, corporations, associations, persons or professional organizations ("Design Consultants") to provide professional services associated with the design of outdoor sports fields and renovations to other athletic facilities.

Interested firms are invited to submit a completed Statement of Qualifications ("SOQ") along with the Proposal (collectively "RFQ/P Packet") as described below, with one (1) unbound original, five (5) bound copies and a PDF version on a flash drive of requested materials to:

Oakland Unified School District
Tadashi Nakadegawa, Director
Department of Facilities Planning and Management
955 High Street, Oakland, CA 94601

All Statements of Qualifications and Proposals must be received on or before May 3, 2018, no later than 4:00 p.m. Oral, telegraphic, facsimile, telephone or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents.

If you have any questions regarding this RFQ/P please email Colland Jang, Design Manager at colland.jang@ousd.org, and cc: to David Colbert, Facilities Coordinator at david.colbert2@ousd.org.

LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM The Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation for all capital program/construction-related contracts and professional services agreements. The full version of OUSD's latest Local, Small Local and Small Local Resident Business Enterprise Program can be found by going to the OUSD home page: ousd.org > Offices > Facilities Planning & Management Department > For Contractors and Developers > Bids and Requests for Proposals > Bid Information > 2014 Amendment to Local Business Participation Policy.

Schedule of Activities

Listed below is the "Schedule of Activities" which outlines pertinent dates of which firms responding to this solicitation should make themselves aware.

DATE	ACTIVITY
April 11, 2018	RFQ/P #011-1718 Issued.
April 19, 2018	Non-Mandatory Pre-Proposal Meeting at Facilities Planning & Management. 1 p.m. to 2 p.m.
April 25, 2018	Written requests for Interpretation, Correction or Modification are due.
April 27, 2018	District will respond to requests for clarification.
May 3, 2018	Proposals Due by 4:00 p.m.
TBD	Announcement of Short List for Interviews (for Castlemont High School Project) and/or inclusion to the Pre-qualified List.
TBD	Notice of Intent to award (for Castlemont High School Project).
TBD	Board meeting – tentative approval of Contract (for Castlemont High School Project).
TBD	Tentative Notice to Proceed issued to Consultant (for Castlemont High School Project).

ESTIMATED CONSTRUCTION BUDGET: $3.5 Million for Castlemont High School Project

PROJECT DURATION: TBD for Castlemont High School Project

REQUEST FOR QUALIFICATIONS & PROPOSALS

The purpose of this RFQ/P is solicit fee proposals from design firms for the Castlemont High School Project and to create a pre-qualified "pool" of firms in which the District would for future projects solicit fee proposals through the District's informal procurement process.

A. PROJECT DESCRIPTIONS

1. An upcoming project includes sports facility improvements to Castlemont High School. Project scope would include stadium improvements consisting of replacing the synthetic turf field with a new synthetic turf field, re-surfacing the existing track, replacing the existing stadium bleachers and press box, and providing accessibility improvements to the stadium restrooms as required by DSA, etc. Gymnasium improvements shall consist of replacing the existing bleachers with a motorized bleacher, and providing minor accessibility improvements to restroom toilet accessories as required by DSA. See Attachments for Reference Drawings.
2. Sports Fields at Middle Schools, High Schools and potentially Elementary Schools include fields for soccer, baseball, softball, football, track and field. The District may also require design services for improvements to swimming pools, basketball courts, weight rooms, dance/step/gymnastics rooms, etc.
3. As an example of recently completed playfields, the District had replaced asphalt concrete paving and grass fields with synthetic turf. The typical scope of work included base preparation, drainage, related site work and benches. The replacement at sports fields with synthetic turf was to enable the better use of those facilities on a year-round basis. The District also intends to expand at select sites the use at night with field lighting.
4. Future work at some sites will require installation of natural grass.

B. BASIC SERVICES

Design Consultant agrees to provide the Services described below:

1. Design Consultant shall be responsible for the professional quality and technical accuracy of all designs, drawings, specifications and other services furnished by Design Consultant under the Agreement as well as design and existing conditions coordination. Design Consultant shall, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other Services.

2. Design Consultant will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Design Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Design Consultant shall track for District's benefit all such suggested and disclosed information.

3. **District Standards.** Design Consultant shall incorporate into its work and the work of all Consultants the District standards for facilities and construction at such time as they are adopted.

4. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Design Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Design Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

C. GENERAL STATEMENT OF WORK:

It is anticipated that the typical scope of services for a sports field project will include the following:

Project Start-up / Program Validation / Concept Design

1. Attend a project kick-off meeting with the District and confirm project intent, scope, budget and schedule.
2. Participate in setting up project coordination utilizing the District's electronic document management system, eaDocs.
3. Review all data provided by the District including, but not limited to, topographic and utility surveys, site maps, geotechnical reports, design and/or as-built drawings, and historical data.
4. Conduct site visits to verify and document existing conditions.
5. Prepare and establish the electronic base for developing the proposed improvements.
6. Attend and facilitate a project meeting with the District to review the initial field designs and construction cost budgets. The agenda for the meeting would be to review collected utility information, geotechnical findings and their relationship to the proposed field designs.
7. Refine the concept designs for the project site(s) based on the input received at the meeting with the District.
8. Develop two (2) dimensional colored design options for each project site.
9. Attend up to six (6) community meetings per site to present and discuss the project.
10. Prior to proceeding to Design Development, meet with District staff and submit electronic copies of the Final Conceptual Designs and aligned Construction Cost Budgets for District review and approval.

Design Development Phase

Documentation at Design Development shall be at an approximate 50% Construction Documentation level. Submittal to the District shall consist of, but not limited to, the following:

1. Demolition Plan
2. Grading Layout
3. Drainage and Utilities Layout
4. Material Selections and Layout
5. Planting Selections and Irrigation Layout
6. Preliminary Construction Details
7. Preliminary Construction Cost Estimate

Prior to proceeding to Construction Documentation, meet with District staff and submit electronic copies of the Final Design Development Documents and aligned Construction Cost Budget for District review and approval.

Construction Documentation Phase

Prior to the 100% Construction Document/DSA Submittal Set, the CD package shall be developed to a 95% level. The 95% CD set submitted to the District shall consist of, but not limited to, the following:

1. Cover Sheet with Project and Code Information
2. Existing Conditions and Demolition Plan
3. Accessibility Plan
4. Erosion and Sedimentation Control Plan
5. Grading Plan
6. Drainage and Utility Plan
7. Layout Plan
8. Material Selections Plan
9. Construction Details
10. Technical Specifications (in CSI format)
11. Statement of Probable Construction Costs

The following services shall be included during the Construction Document Phase:

1. Provide Final Internal Redline and Review Quality Control.
2. Prior to the 100% Construction Document/DSA Submittal Set, attend one meeting with District to review the 95% CD package and 95% Construction Cost Estimate. Receive comments and written authorization from the District to finalize set.
3. Coordinate the District's front end documents with the technical sections.
4. Prepare and submit 100% CD/DSA plan check package and applications to DSA.
5. Prepare revisions to drawings and specifications in response to DSA plan check comments. Coordinate and attend back check appointment(s) at DSA to secure project approval. Deliver approved DSA package to the District for construction procurement purposes.

Bidding Assistance

The Design Consultant shall assist the District with the following:

1. Contact potential bidders on behalf of the District.
2. Attend a pre-bid conference and site walk with prospective bidders.
3. Assist the District in responding to bidder questions with the preparation of Addendum(s).
4. Assist the District in evaluating the Bids.

Construction Administration

The following services shall be included during the Construction Document Phase:

1. Attend one pre-construction coordination meeting.
2. Review shop drawings and submittals for conformance to design intent.
3. Review substitution requests and provide recommendations to the District.
4. Attend at least ten (10) construction meetings typically held weekly. Produce meeting minutes for distribution.
5. Respond to requests for information (RFIs).
6. Assist the District in reviewing Proposed Change Orders and Change Orders.
7. Monitor Logs for status of RFIs, PCOs, Bulletins and Submittals in the District's electronic document management system, eaDocs, and taking appropriate action(s).
8. Review, Recommend and Approve Pay Requests.
9. Attend one Punch List site walk when Contractor is substantially complete and generate Punch List documentation for distribution.

Project Closeout

The following services shall be included during the Project Closeout Phase:

1. Review warranties and M&O documentation.
2. Review As-Built documents prepared by the Contractor.
3. Prepare DSA Closeout Documentation and submit to the District's Closeout Specialist.
4. Attend one site visit ten months into the twelve month project guarantee period to review project conditions. Identify potential warranty issues and submit written report to District.

D. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprise ("SLBE"), Small Emerging Local Business Enterprise ("SELBE") and Disabled Veterans Business Enterprise ("DVBE") firms shall be afforded full opportunity to submit qualifications in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation, or religion in any consideration leading to the award of contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise by subjected to discrimination in any consideration leading to the award.

E. LIMITATIONS

This RFQ/P is not an offer by the District to contract with any party responding to this RFQ/P. The District reserves the right to add additional prequalified Respondents for consideration after distribution of this RFQ/P if it is found to be in the best interest of the District. All decisions concerning the selection will be made in the best interests of the District. The awarding of the contract pursuant to this RFQ/P, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P. RFQ/P Packets and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, RFQ/P Packets shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any RFQ/P Packet.

F. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or

entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract with any member of the District, Governing Board, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting a RFQ/P Packet.

G. STATEMENT OF QUALIFICATIONS

1. General Information / Instructions - Statement of Qualifications

1.1. The District is inviting Statements of Qualifications for the "Project" which shall require coordination, administration, consulting and advice, and related services.

1.2. The District seeks to identify teams with a record of excellence in efficient planning and project delivery. The firms must have extensive experience in the preparation of Sports Fields and Athletic Facilities.

1.3. The Statement of Qualifications must contain all requested information about the firm and must be on no larger than 8 1/2 x 11 paper and no more than fifteen (15) printed pages in length. Statement of Qualifications should be complete and prepared to provide an insightful, straightforward, and concise overview of the capabilities of firm.

2. Content – Statement of Qualifications

2.1. **Letter of Interest** - A dated Letter of Interest must be submitted, including the legal name of the firm(s), address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Statement of Qualifications on behalf of the firm. The Letter of Interest should provide a brief statement of firm's experience indicating the unique background and qualities of the firm, its personnel, and its sub-consultants, and what will make the firm a good fit for work in the District. The letter shall also include the following statements:

"[RESPONDENT'S NAME] received a copy of the District's Agreement attached as **EXHIBIT A** to the RFQ/P. [RESPONDENT'S NAME] has reviewed the indemnity provisions in **EXHIBIT A** and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to the use of the Agreement."

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

2.2. **Table of Contents** - A table of contents of the material contained in the Statement of Qualifications should follow the Letter of Interest.

2.3. **Executive Summary** - The Executive Summary should contain an outline of firm's approach, along with a brief summary of firm's qualifications. Firms

interested in being considered for the Castlemont High School Project shall clearly indicate that interest and provide a detailed fee proposal.

Narrative - Provide a comprehensive narrative of the services offered by firm. The narrative should include all of the following:

2.4. Firm Information

2.4.1. Provide a brief history of firm, team firms, and, if a joint venture, of each participating firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.

2.4.2. Describe firm's philosophy and how it will work with District administration officials, community partners and district facilities staff.

2.4.3. Describe firm's experience developing projects within a political environment including facilitation of community involvement.

2.4.4. Discuss the firm's/team's ability to meet schedules for comparable projects, firm's schedule management procedures, and how the firm has successfully handled potential agency approval delays.

2.4.5. Identify K-12 projects performed by firm in the past three (3) years. Limit response to no more than the twenty (20) most recent projects. Please include the following information for each project:

2.4.5.1. Name of project and district,
2.4.5.2. Scope of projects, description of services provided,
2.4.5.3. Contact person and telephone number at district,
2.4.5.4. Firm person in charge of each project,
2.4.5.5. Construction dollar value of each project,
2.4.5.6. All litigation arising from the project, if any. State the issues in the litigation, the status of litigation, names of parties, and outcome.

2.5. Additional Data - Provide additional information about the firm as it may relate to the Statement of Qualifications. Include letters of reference or testimonials. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding firm's qualifications and expertise. This additional data shall be in an Appendix and will not be counted in the fifteen page SOQ limit.

2.6. Professional Fees

Firms interested in being considered for the Castlemont High School Project shall clearly indicate that interest and provide a detailed fee proposal.

For information only purposes, the District is requesting a fee range for comparable K-12 outdoor sports field projects the Consultant has completed.

Provide a detailed schedule of the Consultant's hourly billing rates and a breakdown of associated costs for all tasks proposed (including contingency costs

per task).

3. Local, Small Local and Small Local Resident Business Enterprise Program

The basic Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation. Submit a detailed description of the team's L/SL/SLRBE composition clearly indicating the name of the firms and percentages of participation on the following form ("Local Business Participation Worksheet").

LOCAL BUSINESS PARTICIPATION WORKSHEET
Prime Consultant:
RFQ/P: Sports Field Designers
Date:

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBB %	SLBR %	City of Oakland Certification Number
Prime Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
Company: Address: Phone: Email:					
TOTAL PARTICIPATION					

Approval – LBU Compliance Officer

H. District's Evaluation / Selection Process – Statement of Qualifications

1. Submittals will be reviewed for responsiveness and evaluated pursuant to established objective criteria, with particular attention to, without limitation, each respondent's qualifications, demonstrated competence in like construction, and the Firm's ability to integrate its personnel with the District's staff and consultants.

2. After the submittals are evaluated and/or ranked, the District, at its sole discretion, may elect to interview the top Firm(s). The District may elect to interview one or more Firms. Interviews are tentatively scheduled as indicated above. Any firm(s) selected for interviews must make available for interview the key personnel it intends to assign to the District's Project(s). Any comments or objections to the form of Agreement attached hereto as **EXHIBIT A** to this RFQ/P shall be provided in writing before the interview and may be the subject of inquiry at the interview. Any comments or objections to the form of Agreement not provided in writing before the interview will not be entertained by the District. Adequate time will be allowed for presentation of qualifications followed by questions and answers. Firms will then be selected and placed in a pre-qualified "pool" for future projects.

3. **District Investigations -** The District may check references, and may perform investigations of firm that extend beyond the information in the proposals. The District may conduct interviews of firms.

I. Final Determination And Award

The District reserves the right to contract with any entity responding to this RFQ/P, to reject any proposal as non-responsive, and not to contract with any firm for the services described herein. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District reserves the right to reject any or all submissions, to request further information, to negotiate with any firm, to extend the submission deadline, or to amend or cancel in part or in its entirety this RFQ/P. This RFQ/P does not commit the District to award a contract or to reimburse any firm for costs incurred in submitting a proposal.

The awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contracts only for portions of the scope of work. In such case, the successful proposing firm will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other Respondent responding to this RFQ/P.

The RFQ/P packet, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This RFQ/P does not commit the District to negotiate an agreement with any proposing firm or individual.

END OF RFQ/P

OAKLAND UNIFIED SCHOOL DISTRICT

Oakland Unified School District
Facilities Planning and Management

RFQ/P PRE-PROPOSAL MEETING - SIGN IN SHEET

Project: RFQ/P for Sports Field Designers (Castlemont HS and As-Needed Pool)

Meeting Date: April 19, 2018 (1pm)

Facilities Coordinator: David Colbert

Place/Room: B & G Conference Room

Name	Company	Address	AOR/ Cons	Phone	Fax	E-Mail
David Colbert	OUSD	955 High Street, Oakland California 94601				david.colbert2@ousd.org
Colland Jang	OUSD	955 High Street, Oakland California 94601				colland.jang@ousd.org
Al Anderson	OUSD	955 High Street, Oakland California 94601				al.anderson@ousd.org
GARY HOVER	VERDE DESIGN	2455 THE ALAMEDA SANTA CLARA, CA 95050		408 850 3428		GARY@VERDEDESIGNINC.COM
NATHAN HERRERO	SVA ARCHITECTS	2335 BROADWAY SUITE 301 OAKLAND, CA	AOR	510.267.3180		nherrero@sva-architects.com
Louise McGinnis	BARBER Calichi Design Group	3240 Peralta ST #3 Oakland, Ca	SLBE	510-768-7057		louise@calichi.com
Karen Krolewski	PGAdesign	444 17th Street Oakland, CA		510-292-5540		krolewski@pgadesign.com
Denise Youmans	LCA Architects	1901 Broadway #800 Oakland 94612		925-808-9661		dyoumans@lca-architects.com
John Nelson	Murakami/Nelson	100 Filbert St. Oakland		510-444-7959		jnelson@murakami.nelson.com
Kendall Young	KYA	720 York St S.F		415-552-1318		Kendall@kyaarch.com
Craig Yamamoto	"	"		"		craig@kyaarch.com
Daniel Pho	KYA	"		"		daniel@kyaarch.com

OAKLAND UNIFIED SCHOOL DISTRICT

Oakland Unified School District
Facilities Planning and Management

RFQ/P PRE-PROPOSAL MEETING - SIGN IN SHEET

Project: RFQ/P for Sports Field Designers (Castlemont HS and As-Needed Pool) | **Meeting Date:** April 19, 2018 (1pm)

Facilities Coordinator: David Colbert | **Place/Room:** B & G Conference Room

Name	Company	Address	AOR/ Cons	Phone	Fax	E-Mail
TEAN FULLER	NUVIS LANDSCAPE ARCHITECTURE	2430 CAMINO RAMON #305, SAN RAMON CA		925 242 0555		ffuller@nuvis.net
Arthmie Manlaght	LBE Coffman Engineer	1939 Harrison Street #450 Oakland CA 94612				manlaght@coffman.com
Shannell Frost Gibbs	360 Total Concept		LBU	510.836.0360		shannell@360tcpr.com
Steve Parker	Dougherty	1204 Franklin St #900 Oakland	AOR	5104968449		steve@dougherty.com
PENN PHILLIPS & MARGUERITE GRAHAM	INSIDE OUT DESIGN	6000 Harwood Ave. Oakland		510.655 7674	*Oakland SLBE	penn@aboutinside.com marguerite@aboutinside.com

COFFMAN ENGINEERS

Arthnie Manlangit
Business Development Specialist

1939 Harrison Street
Suite 320
Oakland, CA 94612

cell 949.331.4339
dir 510.250.0893
fax 510.251.9580

www.coffman.com

e-mail manlangit@coffman.com

---

murakami Nelson
ARCHITECTURAL CORPORATION

John S. Nelson Architect, AIA, LEED AP
President

100 Filbert Street • Oakland CA 94607
Tel 510 444 7959 x214 • Cell 510.508 1275
Fax 510 893 5244 • www.murakaminelson.com
jnelson@murakaminelson.com

PGAdesign

LANDSCAPE ARCHITECTS

KAREN KROLEWSKI
PRINCIPAL

444 17th Street Oakland CA 94612
main 510 465 1284 direct 510 550 8858

krolewski@pgadesign.com

CA Lic 4347

---

nuvis
LANDSCAPE ARCHITECTURE

nuvis.net

FRAN FULLER
Studio Director

ffuller@nuvis.net

O 925-242-0555 x 313
D 925-242-0557
M 650-996-4092

CALICHI
CIVIL ENGINEERS

J. Louise McGinnis Barber, CPSM
Vice President
Business Development Director

P 510-768-7057
C 916-390-5032
E louise@calichi.com

SLBE Certified

Calichi Design Group
3240 Peralta Street, # 3
Oakland, CA 94608

Pennell Phillips
Principal

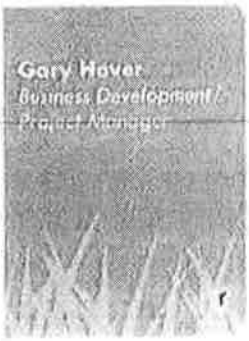
INSIDEO

penn@abovinsideout.com

VERDE DESIGN, INC.
2455 The Alameda
Santa Clara, CA 95050

tel 408.985.7200
direct 408.850.3428
cell 650.444.4544

gary@verdedesigninc.com
www.verdedesigninc.com



Gary Hover
Business Development / Project Manager

DESIGN FORWARD

Steven F. Parker
Associate
AIA, LEED AP

tel 510 496 8449
mail stevep@dougherty.us
web www.dougherty.us

Dougherty
Costa Mesa Oakland

DENISE K. YOUMANS
Director of Marketing | CPSM
dyoumans@lca-architects.com

LCA
ARCHITECTS

SVA
ARCHITECTS

Nathan Herrero, AIA, LEED AP BD+C
Senior Associate Partner

nherrero@sva-architects.com
www.sva-architects.com

2025 Broadway, Suite 301
Oakland, California 94612
T 510 267 3130

3 MacArthur Place, Suite 450
Santa Ana, California 92707
T 949 809 3380

AGREEMENT FOR PROFESSIONAL SERVICES

OAKLAND UNIFIED SCHOOL DISTRICT

WITH

_____

FOR

CASTLEMONT HIGH SCHOOL – PLAYING FIELD, ADA RESTROOM IMPROVEMENTS, STADIUM AND GYMNASIUM BLEACHERS

PROJECT #17115

_____, 2018

Policy Number: Various

Date Entered: 6/16/2017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/7/2018

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TRUCK INSURANCE EXCHANGE	21709
INSURER B: Technology Insurance Company	42376
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Verde Design, Inc.
2455 THE ALAMEDA, SUITE 200
SANTA CLARA, CA 95050-6037

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 ☐ 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	06/13/2017	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.

RE: Emerson Field; Oakland Unified School District & The State and its directors, officers,employees, agents representatives, trustees, and volunteers are named as additional insureds; such insurance is primary

CERTIFICATE HOLDER

Oakland Unified School District
Facilities Planning & Management
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

E3306
1st Edition

6/13/17
Effective Date

60501-63-26
Policy Number

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS - BP 00 09

SCHEDULE

Name of Person or Organization:

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

The provisions of the Businessowners Common Policy Conditions are modified by this endorsement as follows:

Condition **K. Transfer Of Rights Of Recovery Against Others To Us** in the Businessowners Common Policy Conditions is amended by the addition of the following:

3. We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Includes Copyrighted Material Insurance Services Office, Inc., 1992

OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Emerson Elementary School Ball Field	Site	115

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 #	17111							

Term			
Date Work Will Begin	6-7-2018	Date Work Will End By (not more than 5 years from start date)	8-21-2020

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

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9350	Fund 21, Measure J	1159905811	6215	$198,600.00

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.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature		Date Approved	5/14/18	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	5/18/18	
3.	Deputy Chief, Facilities Planning and Management				
	Signature JCK		Date Approved	5-16-18	
4.	Senior Business Officer, Board of Education				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT