

Board Office Use: Legislative File Info.	
File ID Number	21-0606
Introduction Date	4-14-2021
Enactment Number	21-0584
Enactment Date	4/14/2021 er



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

Board Meeting Date April 14, 2021

Subject Amendment No. 1 General Services Agreement – Urban Design & Consulting Engineer – Madison Park Academy Expansion Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1 to the Amendment Consultant Agreement between the District and Urban Design & Consulting Engineer, Oakland, CA, for the latter to provide additional Civil Engineering and Storm Water Pollution Prevention Plan (SWPPP) work, for the Madison Park Academy Expansion Project in an additional amount of \$14,400.00, increasing Agreement not to exceed amount from \$12,800.00 to \$27,280.00, extending the expiration of the Agreement from December 31, 2020, to December 31, 2021 (an additional 365 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Agreement.

Discussion This Amendment is for extension due to construction schedule delays, includes amended services for the Storm Water Pollution Prevention Plan (SWPPP) and a three hundred and sixty-five (365) calendar days' time extension.

LBP (Local business participation percentage) 0.00%

Recommendation Approval by the Board of Education of Amendment No. 1 to the Amendment Consultant Agreement between the District and Urban Design & Consulting Engineer, Oakland, CA, for the latter to provide additional Civil Engineering and Storm Water Pollution Prevention Plan (SWPPP) work, for the Madison Park Academy Expansion Project in an additional amount of \$14,400.00, increasing Agreement not to exceed amount from \$12,800.00 to \$27,280.00, extending the expiration of the Agreement from December 31, 2020, to December 31, 2021 (an additional 365 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Agreement.

Fiscal Impact Fund 21, Measure J

Attachments

- Amendment No. 1 & Scope of work
- Insurance Certificate

AMENDMENT NO. 1 GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Urban Design & Consulting Engineers**. OUSD entered into an agreement with CONTRACTOR for services on **June 4, 2020** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Madison Park Academy Expansion Project** as follows, and in the attached Exhibit A:

1. **Services:** ☐ The scope of work is unchanged. ☒ **The scope of work has changed.**
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
The CONTRACTOR agrees to provide the following amended services: Additional Civil Engineering and Storm Water Pollution Prevention Plan (SWPPP) work which includes change of General Contractor, repair work, punch list completion/acceptability review & owner's SWPPP reviews and filing the SWPPP Notice of Termination, as described on proposal attached to this amendment, as part of Exhibit A.
2. **Terms (duration):** ☐ The term of the contract is unchanged. ☒ The term of the contract has changed.
If term is changed: The contract term is extended by an additional **Three Hundred sixty-five days (365)**, and the amended expiration date is **December 31, 2021**. **The current end date is December 31, 2020.**
3. **Compensation:** ☐ The contract price is unchanged. ☒ The contract price has changed.
If the compensation is changed: The not to exceed contract price is
☒ Increased by: **Fourteen Thousand, Four Hundred dollars No/100 (\$14,400.00)**.
☐ Decreased by _____ dollars and no/100 (\$_____).
Prior to this amendment, the not to exceed contract price was **Twelve Thousand, Eight Hundred Eighty Dollars No/100 (\$12,880.00)**, and after this amendment, the not to exceed contract price will be: **Twenty-seven Thousand, Two Hundred Eighty Dollars and no/100 (\$27,280.00)**.

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

5. **Amendment History:**

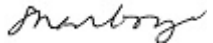
☒ **There are no previous amendments to this Agreement.** ☐ This contract has previously been amended as follows:

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

6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.


Amendment No. 1 – Urban Design and Consulting Engineers –Madison Park Academy Expansion Project - \$14,400.00

OAKLAND UNIFIED SCHOOL DISTRICT


Shanthy Gonzales, President,
Board of Education

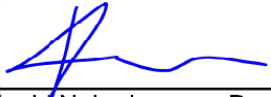
4/15/2021

Date


Kyla Johnson-Trammell, Superintendent,
Board of Education

4/15/2021

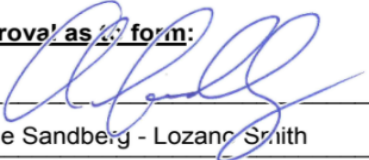
Date


Tadashi Nakadegawa, Deputy
Chief, Facilities Planning and Management

3/19/2021

Date

Approval as to form:


Arne Sandberg - Lozano Smith [name]
General Counsel, Facilities, Planning and Management

3/18/21

Date

CONTRACTOR

 3/2/2021
Contractor Signature Date
Jason Ling, Principal
Print Name, Title

EXHIBIT “A”
Scope of Work for Amendment

Contractor Name: Urban Design and Consulting Engineers

1. To provide additional Civil Engineering and SWPPP work which includes change of General Contractor, repair work, punch list completion/acceptability review & owner’s SWPPP reviews and filing the Notice of Termination, as described on proposal attached to this amendment, as part of Exhibit A.

2. Specific Outcomes:

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

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

**Madison MS, Oakland USD
Extended Services for
Civil Engineering and Storm Water Pollution Prevention Plan
Scope of Services**

SCOPE OF SERVICES as set forth below:

		Lump Sum, Billable Monthly
1.	Contract extension for Civil Engineering and SWPPP work through 4/30/2021 1. Effort related to change of General Contractor. 2. Effort related to Contractor's repair work 3. Punchlist completion/ acceptability review. 4. Owner's SWPPP reviews and filing the Notice of Termination upon construction completion.	\$14,400

Terms of COMPENSATION :

Compensation shall be amended for a Lump Sum of \$14,400.00.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2021

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 Oakland CA 94604-2675	CONTACT NAME: Donna Snyder PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: dracertificates@dealeyrenton.com
INSURED Urban Design Consulting Engineers 428 Alice Street Suite 132 Oakland CA 94607	INSURER(S) AFFORDING COVERAGE INSURER A: Associated Indemnity Corp. INSURER B: XL Specialty Insurance Co. INSURER C: Travelers Property Casualty Company of America INSURER D: INSURER E: INSURER F:

License#: 0020739
URBADES-05**COVERAGES****CERTIFICATE NUMBER:** 1590170269**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	TGF07302331	3/12/2020	3/12/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	TGF07302331	3/12/2020	3/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ Included with BODILY INJURY (Per person) \$ General Liab. BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	TGF07302331	3/12/2020	3/12/2021	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y	UB0K644183	3/12/2020	3/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			DPS9957288	3/12/2020	3/12/2021	Each Claim \$2,000,000 Annual Aggregate \$2,000,000

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

Umbrella Liability policy is a follow-form underlying General Liability/Employers Liability.

RE: Madison Park Academy Expansion Project

CERTIFICATE HOLDER**CANCELLATION** 30 Days Notice of CancellationOakland Unified School District
1000 Broadway, Suite 300
Oakland CA 94607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Hired Auto and Non-Owned Liability - AB 04 04 A 01 87

Policy Amendment Section II

A. Insurance is provided only for those coverages shown in the Declarations or in the Schedule.

1. Hired Auto Liability

The insurance provided under the Liability Section of the policy, Paragraph G.1. Coverage C - Liability, applies to **bodily injury** or **property damage** arising out of the maintenance or use of a **hired auto** by you or your employees in the course of your business.

2. Non-Owned Auto Liability

The insurance provided under the Liability Section of the policy, Paragraph G.1. Coverage C - Liability, applies to **bodily injury** or **property damage** arising out of the use of any **non-owned auto** in your business by any person other than you.

B. For insurance provided by this endorsement only:

1. The exclusions, under the Liability Section of the policy, Paragraph H.1. Applicable to Coverage C - Liability Coverages, other than exclusions a., b., d., f. and i. and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

a. **Bodily injury** to:

- (1) An employee or co-employee of any insured arising out of and in the course of employment by any insured; or
- (2) Any employee, prospective employee or past employee of any insured arising out of the employment

relationship or prospective employment relationship.

- (3) The spouse, child, fetus, embryo, parent, brother, sister or any member of the household of that employee or co-employee as a consequence of (1) or (2) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (i) Liability assumed by the insured under an **insured contract**; or
- (ii) **Bodily injury** arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

b. **Property damage** to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy



Secretary



President

- (2) Property in the care, custody or control of the insured.
2. WHO IS AN INSURED in the Liability Section of the policy, Part I, is replaced by the following:

Each of the following is an insured under this endorsement to the extent set forth below:

- a. You;
- b. Any other person using a **hired auto** with your permission;
- c. For a **non-owned auto** any partner or executive officer of yours, but only while such **non-owned auto** is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.

None of the following is an insured:

- (1) Any person engaged in the business of his or her employer for **bodily injury** to any co-employee of such person injured in the course of employment;
- (2) Any partner or executive officer for any **auto** owned by such partner or officer or a member of his or her household;

- (3) Any person while employed in or otherwise engaged in duties in connection with an **auto business**, other than an **auto business** you operate;
- (4) The owner or lessee (of whom you are a sublessee) of a **hired auto** or the owner of a **non-owned auto** or any agent or employee of any such owner or lessee;
- (5) Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the declarations.

C. The following additional definitions apply:

- 1. **Auto Business** means the business or occupation of selling, repairing, servicing, storing or parking **autos**.
- 2. **Hired Auto** means any **auto** you lease, hire or borrow. This does not include any **auto** you lease, hire or borrow from any of your employees or members of their households, or from any partner or executive officer of yours.
- 3. **Non-Owned Auto** means any **auto** you do not own, lease, hire or borrow which is used in connection with your business. However, if you are a partnership, a **non-owned auto** does not include any **auto** owned by any partner.

All other terms and conditions of the policy apply.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB0K644183

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 3/3/2021

Page 1 of 1

EXCERPTS FROM: Fireman's Fund **ABC MULTICOVER – AB 91 89 08 07**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: AMERICAN BUSINESS COVERAGE

2. Blanket Additional Insured

Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

- f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
 - (1) Coverage is limited to their liability arising out of:
 - (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
 - (b) your ongoing operations performed for that insured; or
 - (c) that insured's financial control of you; or
 - (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. Blanket Waiver of Subrogation

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

- 6. Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
 - b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

19. Common Policy Conditions (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:

- 2. Coverage C – Liability

If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

 - a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: **PROPERTY/LIABILITY POLICY -- AB 90 00 12 93**

II. K. 5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Madison Park Academy Expansion	Site	215
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	Urban Design Consulting Engineers	Agency's Contact		Janson Ling			
OUSD Vendor ID #	004455	Title		Senior Consultant			
Street Address	318 Harrison Street, Suite 302	City	Oakland	State	CA	Zip	94607
Telephone	510-868-1085	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	13124						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-4-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-31-2021

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 14,400.00
Other Expenses		Requisition Number	


Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650 9560	Fund 21 Msr J	210-9650-0-9560-8500-6215-215-9180-9905-9999-99999	6215	\$14,400.00

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	3/19/2021
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Lozano Smith, as to form only		Date Approved	3/18/2021
	Deputy Chief, Facilities Planning and Management				
3.	Signature			Date Approved	3/19/2021
	Chief Financial Officer				
4.	Signature			Date Approved	
	President, Board of Education				
5.	Signature			Date Approved	

Board Office Use: Legislative File Info.	
File ID Number	20-1026
Introduction Date	6-10-2020
Enactment Number	20-0919
Enactment Date	6/10/2020 lf



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

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date June 10, 2020

Subject Award of General Services Agreement for the Madison Park Academy Expansion Project to Urban Design Consulting Engineers - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Award of General Services Agreement to Urban Design Consulting Engineers, Oakland, California, for the latter to provide Storm Water Pollution Prevention Plan (SWPPP) support Services, for the Madison Park Academy Expansion Project, in the amount of \$12,880.00, which includes a contingency fee of \$1,680.00, as the selected consultant, with work scheduled to commence on June 4, 2020, and scheduled to last December 31, 2020, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant.

Discussion Consultant was selected without competitive bidding because this consultant is providing services based on their demonstrated competence and professional qualifications. (Government Code 4526)

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Award of General Services Agreement to Urban Design Consulting Engineers, Oakland, California, for the latter to provide Storm Water Pollution Prevention Plan (SWPPP) support Services, for the Madison Park Academy Expansion Project, in the amount of \$12,880.00, which includes a contingency fee of \$1,680.00, as the selected consultant, with work scheduled to commence on June 4, 2020, and scheduled to last December 31, 2020, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant.

Fiscal Impact Fund 21 Measure J

Attachments

- Agreement
- Scope of work
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every
Agenda Contract.

Legislative File ID No. 20- 1026

Department: Facilities Planning and Management

Vendor Name: Urban Design Consulting Engineers

Project Name: Cole Administration Center Fire and Intrusion Alarm

Project No.: 13124

Contract Term: Intended Start: 6-4-2020

Intended End: 12-31-2020

Total Cost Over Contract Term: \$12,880.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? ☒ Yes (No if Unchecked)

How was this contractor or vendor selected?

This consultant was chosen directly based on demonstrated competence, expertise and experience with similar projects they completed in the past for the District.

Summarize the services or supplies this contractor or vendor will be providing.

Provide Storm Water Pollution Preventive Plan (SWPPP) support services during construction, obtain weekly reports and pictures, pre-storm inspection during rain events. Attend site visits once a month during construction to monitor compliance and corrective action.

Was this contract competitively bid? ☐ Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Consultant has done work for the District before. Based on their experience of expertise with this particular type of work, the District found that the Consultant performed work quickly, accurately, efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding – *contact legal counsel to discuss if applicable*
- ☐ Sole source contractor – *contact legal counsel to discuss if applicable*
- ☐ Completion contract – *contact legal counsel to discuss if applicable*
- ☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Design-build contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Energy service contract – *contact legal counsel to discuss if applicable*
- ☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- ☒ Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- ☐ Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$95,200 or less (as of 1/1/20)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- ☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- ☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Other: _____

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- Consultant was selected based on demonstrated competence and professional qualifications.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **June 4, 2020**, (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Urban Design Consulting Engineers** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Services”): Urban Design Consulting Engineers to provide Storm Water Pollution Preventive Plan (SWPPP) support services during construction, will obtain weekly reports and pictures, pre-storm inspection during rain events. Consultant will make site visits once a month during construction to monitor compliance and file annual SWPPP reports. The Services include all work as specified in the scope of work outlined attached to this Agreement in Exhibit A.
2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.
3. **Term.** This Agreement shall begin on **June 4, 2020**, and shall terminate upon completion of the Services, but no later than **December 31, 2020** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.
5. **Payment of Fees for Services.** District agrees to pay Contractor fees in accordance with the attached Fee Schedule (See attached), for Services satisfactorily performed. Contractor shall not increase the rate over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **TWELVE THOUSAND, EIGHT HUNDRED EIGHTY DOLLARS NO/100 (\$12,880.00) which includes a contingency fee of \$1,680.00.** Contractor shall

perform all Services required by the Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within Thirty (30) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor’s obligations under this Agreement, including, but not limited to Contractor’s or the Contractor Parties’ use of the site, Contractor’s or the Contractor Parties’ performance of the Services, Contractor’s or the Contractor Parties’ breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, “Equipment”) which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District’s reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor’s liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than **\$ 1,000,000** each occurrence and **\$2,000,000** in the aggregate; (ii) commercial automobile liability insurance with limits not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate, if applicable; and (iii) worker’s compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this

Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor 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 Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. ☒ Contractor and Contractor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. ☐ The following Contractor and Contractor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons

under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence to this Agreement.

24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."

31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:

- ~~Roof project certification (if required; see Public Contract Code §3006).~~
- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- Local Business Participation Form.


Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.


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DISTRICT:


OAKLAND UNIFIED SCHOOL DISTRICT



Jody London, 6/11/2020
President, Board of Education Date



Kyla Johnson-Trammell, 6/11/2020
Superintendent, Board of Education Date



Tadashi Nakadegawa 5/8/20
Interim Deputy Chief, Facilities Planning Date
& Management

Approved As to Form:



OUSD Facilities Legal Counsel 5/7/2020
Date

CONTRACTOR:

By: 

Name: Jason Ling

Title: Principal

Exhibit A

**Madison MS, Oakland USD
Storm Water Pollution Prevention Plan
Scope of Services**

SCOPE OF SERVICES as set forth below:

		Lump Sum, Billable Montly
1.	Extend Owner's SWPPP support during Construction <ol style="list-style-type: none"> 1. Obtain from Construction Contractor the following for project records: <ul style="list-style-type: none"> • Weekly Reports and Pictures • Pre-Storm Inspection • Rain Event Action Plans 2. Visit site at least once a month during construction to monitor compliance and suggest corrective action, if necessary 3. File Annual Reports 	Dry Season (April through October) \$800 per month Wet Season November through March) \$1,200 per month
	FEES FOR NOTICE OF INTENT AND ANNUAL FILING INCLUDED (to help Oakland USD expedite the State registration.) ENVIRONMENTAL SAMPLING EXCLUDED RISK LEVEL 3 SUBJECT TO ADDITIONAL SERVICES	

Terms of COMPENSATION :

Compensation shall be amended for a Lump Sum \$1,600.00 for monthly compliance visits in April and May 2020.

Total Lump Sum is **\$1,600.00**, billed monthly.

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Madison Park Academy Expansion	Site	215
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	Urban Design Consulting Engineers	Agency's Contact		Janson Ling				
OUSD Vendor ID #	004455	Title		Senior Consultant				
Street Address	318 Harrison Street, Suite 302	City	Oakland	State	CA	Zip	94607	
Telephone	510-868-1085	Policy Expires						
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No					
OUSD Project #	13124							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-4-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2020
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$12,880.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

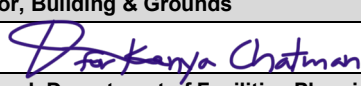
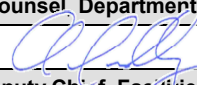
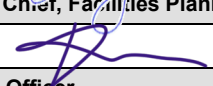
Budget Information

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
9799 9560	Fund 21 Msr J	210-9799-0-9560-8500-6289-215-9180-9901-9999-99999	6289	\$12,880.00

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.	Acting Director, Building & Grounds				
	Signature 	Date Approved	5/8/20		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature  As to form only	Date Approved	5/7/2020		
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature 	Date Approved	5/9/20		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			