

Board Office Use: Legislative File Info.	
File ID Number	16-0390
Introduction Date	3-9-2016
Enactment Number	16-0357
Enactment Date	3/9/16 OD



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date March 9, 2016

Subject Amendment No. 3, Agreement for Architectural Services - S. Meek Architecture - Havenscourt New Cafeteria & Classroom Building Project

Action Requested Approval by the Board of Education of Amendment No. 3, Agreement for Professional (Architectural) Services between District and S. Meek Architecture, Oakland, CA, for the latter to provide additional shop drawings review, alternative construction methods, welded rebar testing, deferred design decisions, and DSA's transfer of project from Oakland to Sacramento in conjunction with the Havenscourt New Cafeteria & Classroom Building Project, in an additional amount not to exceed \$12,500.00, increasing the Agreement not to exceed amount from \$1,010,920.00 to \$1,023,420.00 and extending the Agreement term from December 17, 2009 to December 31, 2013 to May 30, 2016. All other terms and conditions of the Agreement remain in full force and effect.

Background The scope of the project is to provide additional shop drawing review, alternative construction methods, welded rebar testing, deferred design decisions, and DSA's transfer of project from Oakland to Sacramento.

Discussion The changed in the project required additional construction administration by the structural engineer.

LBP (Local Business Participation Percentage) 0.00% District Discretion

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

Recommendation Approval by the Board of Education of Amendment No. 3, Agreement for Architectural Services with S. Meek Architecture for Design Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building, in an amount not-to exceed \$12,500.00 increasing previous contract amount from \$1,010,920.00 to a not to exceed amount of \$1,023,420.00 and revising the end date from December 31, 2014 to May 30, 2016. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact Measure B



OAKLAND UNIFIED
SCHOOL DISTRICT

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Attachments

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 16-0390

Department: Facilities Planning & Management

Vendor Name: S Meek Architecture

Project Name: Havenscourt New Classroom & Cafeteria Building

Annual Cost: \$ 12,500 **Project No.:** 07030

Contract Term: Start Date: 12/17/2009 End Date: 5/31/16

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland business? Yes No

Susanrahn Meek was selected from a list of pre-qualified designers that responded to an RFP.

Why was this Vendor selected?

Summarize the services this Vendor will be providing.

Additional services from the structural designer, including shop drawing review, alternative construction methods, welded rebar testing, deferred design decisions, and DSA's transfer of project from Oakland to Sacramento.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



File ID Number: 16-0390
 Introduction Date: 3/9/16
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 Enactment Date: 3/9/16
 By: [Signature]

AMENDMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL (ARCHITECTURAL) SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and S. Meek Architecture. OUSD entered into an Agreement with CONTRACTOR for services on December 17, 2014, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to cover additional shop drawings review, alternative constructions methods, welded rebar testing, deferred design decisions and DSA's transfer of project from Oakland to Sacramento.</u></p>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional One year, five months, and the amended expiration date is May 30, 2016.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$12,500.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p>		
<p>and the new contract total is One million, twenty-three thousand, four hundred twenty dollars and no cents (\$1,023,420.00)</p>		

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

5. **Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]
 James Harris, President,
 Board of Education
 Date: 3/10/16

[Signature]
 Antwan Wilson, Superintendent
 Secretary, Board of Education
 Date: 3/10/16

[Signature]
 Lance Jackson, Interim Deputy Chief
 Facilities, Planning and Management
 Date: 3/9/16

CONTRACTOR

[Signature]
 Contractor Signature

Susannah Meek, Principal, S Meek Architecture
 Print Name, Title

EXHIBIT "A" Scope of Work

Contractor Name: S. Meek Architecture

Billing Rate: Twelve thousand, five hundred dollars and no cents (\$12,500.00)

1. Description of Services to be Provided

The scope of the project is to cover additional shop drawings review, alternative constructions methods, welded rebar testing, deferred design decisions and DSA's transfer of project from Oakland to Sacramento.

2. Specific Outcomes:

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

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

<input type="checkbox"/> 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 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

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

Susie Butler-Berkley 2-9-2016

 Susie Butler-Berkley
 Contract Analyst

Professional Services Supplement

number 09

In accordance with the agreement dated 11/17/09

Between: Oakland Unified School District

And: S Meek Architecture

For the Project: Architectural and Engineering Services
Havenscourt New Classroom and Cafeteria Building Project
 OUSD#07030-2

Authorization is requested To proceed with additional services
 To proceed with revised scope of basic services
 To incur reimbursable expenses for consultant

Notification is made To proceed with additional services
 To proceed with revised scope of basic services

The following adjustment: for structural engineering efforts beyond basic services

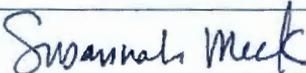
A request is made for professional services associated with several unforeseeable circumstances as outlined in the 12/12/12 letter from SMW Associates.

Compensation requested: abbreviated description below, Please see attached 12/12/12 letter for full text

- Change of DSA review office from Oakland to Sacramento, resulting in additional coordination and re-design of lateral system
- Shop drawing review of concrete mix design, rebar design which went through more iterations than normal in construction administration
- Shop drawing review of exit stairs, including a substitution and then a retrenchment to the original specification
- VE at beginning of project to evaluate Alten's pre bid alternates
- Welded rebar testing – due to the fact that Ninyo and Moore did not bring on a 3rd party inspector, much time was spent passing the UT test

\$ 12,500 agreed upon additional services

TOTAL ADD SERVICE REQUESTED

Submitted by:	 Susannah Meek, 5/1/15	Authorization is given or notification is acknowledged by:	
	S Meek Architecture	OUSD	Date

4/22/15



Ms. Susannah Meek
S Meek Architecture
3040 24th Street
San Francisco, CA 94110

Comm. 0961.00 – Structural Engineering Services, Additional Services for Havenscourt Middle School, Oakland, CA

Dear Susannah:

As I mentioned to you in our previous discussion, we have spent a lot more time during the CA phase for the referenced project than we had initially estimated. As of today, I have spent 200 hours and Sean had spent 340 hours on this project. If we use the billing rate in our contract, this represents \$65,000 of fees, and yet our CA budget is only \$16,150. As much as I understand that this is in part due to the nature of working on public school projects, I believe a significant amount of our time was spent on legitimate additional services. I would like to take this opportunity to present the items that we consider as additional services, and see if there is funding available to ease some of our losses.

In general, these additional services items during CA phase fall into four categories: shop drawing review, alternative construction methods, welded rebar testing, and deferred design decisions. Below is a summary of these additional services items.

Shop Drawing Review

- Cemex Concrete Mix Design –
 - We reviewed 7 rounds of mix design submittals by Cemex.
 - We spent a significant number of hours with Cemex to get the light weight concrete mix weight down to meet the project specification.
 - We spent a significant amount of time researching Cemex aggregates in an attempt to get the pour on time.
 - We spent a significant amount of time coordinating between Cemex & Alten, even a site meeting to resolve the aggregate issue.
- Central Concrete Mix Design –
 - Alten decided to switch concrete suppliers after all mixes from Cemex had been approved.
 - We reviewed the Central mat slab mix design the day before the mat slab pour.
 - We will need to review the remaining Central mix designs to cover the project scope of work.
- Rebar Shop Drawings –
 - We reviewed 4 rounds of rebar shop drawing submittals by MCR.

Main Office:
East Bay Office:
Email:

645 Harrison St., Suite 101, San Francisco, CA 94107
318 Hudson Street, Oakland, CA 94618
info@smwo-se.com

T: 415-495-0400
T: 510-653-8790

- MCR's detailer, Willie, was not capable of understanding the project, resulting in numerous phone conversations, coordination sketches, and a site meeting to resolve rebar layout issues.
- Due to the poor quality of the rebar shop drawings, neither the rebar installer nor the field inspector used the shop drawings. As a result, we were requested to be on site to observe the rebar placement 3 times prior to the pour.
- **Steel Shop Drawings –**
 - We reviewed over 600 sheets of shop drawings. Although there weren't excessive rounds of shop drawing review, there was no way we could have anticipated over 600 sheets of steel shop drawings for a building of this size.
 - Ahlborn didn't want to use continuous cross rods at the clearstory. This item resulted in a significant amount of time in researching suppliers, coordination, and developing splice details.
- **Exit Stair Shop Drawing –**
 - We designed the exit stairs using American Stair details. Alten & Ahlborn wanted to use Pacific Stair. We were asked to coordinate and review Pacific Stair's details.
 - Alten decided to go back to using American Stair.
 - We reviewed 5 rounds of calculations submitted by American Stair's engineer. The engineer repeatedly used erroneous engineering principles to reduce the tread thickness. We spent a significant amount of time catching these errors and convincing their engineer of these errors. Our effort resulted in a thicker tread that meets the code required live load.

Alternate Construction Methods

- **Alten's Pre-bid Alternates RFI's**
 - We responded to 10 RFI's from Alten with proposed alternates to the approved drawings.
 - Many of the alternate construction methods required additional evaluation and engineering.
- **Horizontal cold joint at elevator pit**
 - Alten wanted to pour the base of the pit separately from the mat slab, resulting in a horizontal cold joint. This item resulted in extensive conversation with DSA in order to get the RFI approved.
 - Alten wanted to use an alternate curb detail, resulting in a re-design and the addition of epoxy dowels with testing requirements.

Welded Rebar Testing

- Ninyo & Moore claimed that UT testing of the welded rebars at moment frame base could not be done.

- We coordinated with the N&M engineers and Steve Pahl extensively to come up with alternative testing procedures.
- We coordinated with DSA to find ways to accept alternate testing procedures.
- We researched and contacted third party Level 3 weld inspectors for their opinion and to offer alternative testing methods.
- We brought the third party inspector on site to meet with N&M's Level 3 weld inspector for a meeting to figure out how to test these welds.
- Although our efforts resulted in the welded rebars passing the UT test, we believe the UT test would have been performed initially if N&M had brought on their Level 3 inspector in the first place.

Deferred Design Decisions

- Building grid lines between the 3 different grids were not converging. This resulted in extensive coordination effort and multiple conversations between Ahlborn, SMA & SMW during steel shop drawing review.
- Second floor deck handrail details altered during CA, resulting in a revised detail and calculations.
- The cafeteria countertop support detail was inadequate, resulting in an evaluation, coordination, and new detail during CA.
- Additional coordination and details for plumbing penetration and conduits within topping slab.

As you can see from the list above, there is a significant amount of work that we put into the CA phase that is beyond normal CA services. Many of the additional services we performed listed above were done because we either considered them to be in the best interest of the project or wanted to ensure that the construction schedule was maintained. In addition, you may recall that we also had a significant cost overrun for the CD phase due to DSA transferring the project from their Oakland office to Sacramento office. This resulted in the re-design of the entire lateral system and numerous hours of coordination with the Sacramento office during the review process. We estimate that the transfer of the project from the Oakland office to the Sacramento office resulted in about \$25,000 of fees that we have already had to absorb.

Due to the cumulative effect of these events which were beyond our ability to predict or control, we are facing tremendous cost overruns. I would appreciate it very much if you would discuss the possibility of any additional services fees with the school district on my behalf.

Sincerely yours,

Stan M. Wu, S.E.
 CA Structural Engineer License No. S4665
 CA Civil Engineer License No. 58342



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/1/2016

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 SelectSolutions Insurance Services, LLC #0127711 1350 Carback Avenue Walnut Creek, CA 94596	CONTACT NAME: PHONE (A/C, No, Ext): 866-500-6359 FAX (A/C, No): (855) 804-8449 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : The Hanover Insurance Company 22292 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED S Meek Architecture 3040 24th Street San Francisco, CA 94110-	

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> 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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A 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 (Errors and Omissions)			LHFA20316802	1/24/2016	1/24/2018	\$2,000,000 / \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Operations as per contract on file with insured, including the Meek, Noll & Tam JV Architects project "SFUSD Peabody Elementary School". The Professional Liability Limits shown represent the Per Claim/Aggregate Limits of Liability.

CERTIFICATE HOLDER Noll & Tam Architects 729 Heinz Avenue Berkeley, CA 94710	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
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DATE (MM/DD/YYYY)
2/1/2016

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PRODUCER SelectSolutions Insurance Services, LLC #0127711 1350 Carback Avenue Walnut Creek, CA 94596	CONTACT NAME: PHONE (A/C, No, Ext): 866-500-6359 FAX (A/C, No): (855) 804-8449 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : The Hanover Insurance Company NAIC # 22292 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED S Meek Architecture 3040 24th Street San Francisco, CA 94110-	

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> 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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N / A 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 (Errors and Omissions)			LHFA20316802	1/24/2016	1/24/2018	\$2,000,000 / \$2,000,000

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

Re: Washington Elementary Interim Housing Project #13101. Operations as per contract on file with Insured. The Professional Liability Limits shown represent the Per Claim/Aggregate Limits of Liability.

CERTIFICATE HOLDER Oakland Unified School District Department Facilities Planning & Management Attn: Timothy White 955 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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PRODUCER Dealey, Renton & Associates P. O. Box 12675 Attn: KXC Oakland, CA 94604-2675 510 465-3090	CONTACT NAME:	
	PHONE (A/C, No, Ext): 510 465-3090	FAX (A/C, No): 510 452-2193
INSURED S Meek Architecture 3040 - 24th Street San Francisco, CA 94110	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Sentinel Insurance Co. LTD	
	NAIC # 11000	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			57SBWKB0015	12/01/2015	12/01/2016	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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			57SBWKB0015	12/01/2015	12/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			

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

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

GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District, its directors, officers, employees, agents and representatives.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District Attn: Timothy White Dept. of Facilities Planning and Mgmt. 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Insured: S Meek Architecture
Insurer: Sentinel Insurance Co. LTD
Policy Number: 57SBWKB0015
Policy Effective Date: 12/01/2015
Additional Insured:

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

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.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 a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-17-2015

GROUP:

POLICY NUMBER: 1889170-2015

CERTIFICATE ID: 15

CERTIFICATE EXPIRES: 07-01-2016

07-01-2015/07-01-2016

THIS CERTIFICATE SUPERSEDES AND CORRECTS

CERTIFICATE # 14 DATED 08-17-2015

OAKLAND UNIFIED SCHOOL DISTRICT
 955 HIGH ST
 OAKLAND CA 94601-4404

NA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

MEEK, SUSANNAH DBA: S MEEK ARCHITECTURE
 3040 24TH ST
 SAN FRANCISCO CA 94110

NA

[SM9,CS]



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-17-2015

GROUP:

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EMPLOYER

MEEK, SUSANNAH DBA: S MEEK ARCHITECTURE
3040 24TH ST
SAN FRANCISCO CA 94110

NA

[SM9,CS]



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EMPLOYER

MEEK, SUSANNAH DBA: S MEEK ARCHITECTURE NA
3040 24TH ST
SAN FRANCISCO CA 94110

[SM9,CS]



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President and CEO

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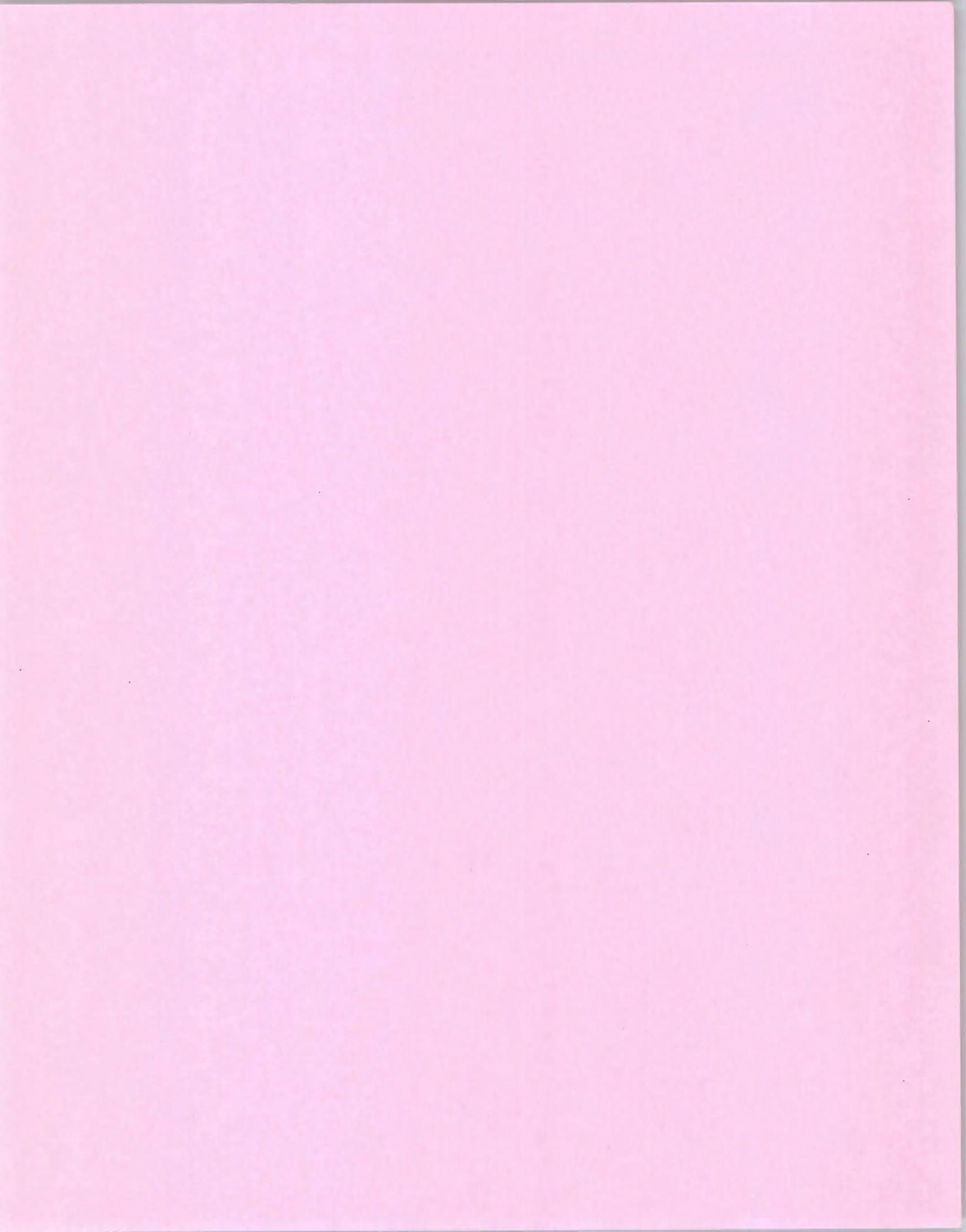
EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

MEEK, SUSANNAH DBA: S MEEK ARCHITECTURE
3040 24TH ST
SAN FRANCISCO CA 94110

NA

[SM9,CS]



Board Office Use: Legislative File Info.	
File ID Number	11-2469
Committee	Facilities
Introduction Date	9-20-2011
Enactment Number	11-2422
Enactment Date	11-16-11



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Inspiring Students

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date September 27, 2011

Subject Amendment No. 2, Professional Services Facilities Contract - S. Meek
Architecture- Havenscourt New Cafeteria and Classroom Building Project

Action Requested Approval by the Board of Education of Amendment No. 2, Professional Services Facilities Contract with S. Meek Architecture for A/E Services on behalf of the District at Havenscourt New Cafeteria and Classroom Building Project, in an amount not-to exceed \$9,380.00 increasing previous contract amount from \$993,540.00 to a not to exceed amount of \$1,002,920.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The new building and interim kitchen projects were bid separately to prevent Division of State Architect (DSA) approval time for the new building from pushing out the start date of construction and the CCPA computer lab is to be relocated due to issues with theft associated with the existing computer lab location.

Local Business Participation Percentage 50.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 2, Professional Services Facilities Contract with S. Meek Architecture for A/E Services on behalf of the District at Havenscourt New Cafeteria and Classroom Building Project, in an amount not-to exceed \$9,380.00 increasing previous contract amount from \$993,540.00 to a not to exceed amount of \$1,002,920.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding sources for this project are Resource Codes: 9299, 9399 and 9499.

Attachments

- Professional Services Contract including scope of work

Key Code:

2079901812-6215

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and S. Meek Architecture. OUSD entered into an Agreement with CONTRACTOR for services on December 16, 2009, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u>.
If scope of work changed : Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u>		
The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide professional services associated with bidding the Havenscourt New Building and Havenscourt Interim Dining projects separately and provide design services to change classroom #D25 in the new building into a computer lab, including modifications to the layout, panel schedule, circuitry and additional data drops.</u>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u>.	<input type="checkbox"/> The term of the contract has <u>changed</u> .
If term is changed : The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u>.
If the compensation is changed : The contract price is amended by		
<input checked="" type="checkbox"/> Increase of \$9,380.00 to original contract amount		
<input type="checkbox"/> Decrease of \$ _____ to original contract amount		
and the new contract total is <u>One million, two thousand, nine hundred twenty dollars and no cents (\$1,002,920.00)</u>		

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)
1	4-13-2011	The scope of the project is to provide additional architectural and engineering design services to modify the foundation system of the new building from a rigid grade beam to a matt slab, install fire sprinklers in the temporary kitchen/cafeteria, and modifying the interim kitchen/cafeteria portable design including changing out two of the four portable units.	\$24,540.00

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

OAKLAND UNIFIED SCHOOL DISTRICT


 Gary Yoon, President, Board of Education

11/17/11
 Date


 Edgar Rakestraw, Jr., Secretary
 Board of Education

11/17/11
 Date
 Date


 Timothy White, Assistant Superintendent
 Facilities, Planning and Management

 Date

CONTRACTOR


 Contractor Signature 8/30/11
 Date

Susannah Meek, Principal S.MEEK ARCHITECTURE
 Print Name, Title

File ID Number: 11-2469
 Introduction Date: 11-8-11
 Enactment Number: 11-2422
 Enactment Date: 11-16-11
 By: 

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement.

SCOPE OF WORK

Contractor Name: S. Meek Architecture

Billing Rate: Nine thousand, three hundred eighty dollars and no cents (\$9,380.00)

Description of Services to be Provided

- 1. Goals or Objectives**
Additional architectural services
 - 2. Description of Services to be Provided**
The scope of the project is to provide professional services associated with bidding the Havenscourt New Building and Havenscourt Interim Dining projects separately and provide design services to change classroom #D25 in the new building into a computer lab, including modifications to the layout, panel schedule, circuitry and additional data drops.
 - 3. Deliverables**
New design for computer lab
-

S MEEK ARCHITECTURE

Professional Services Supplement

number 04

In accordance with the agreement dated 11/17/09

Between: Oakland Unified School District

And: S Meek Architecture

For the Project: Architectural and Engineering Services
Havenscourt New Classroom and Cafeteria and Building Project
OUSD#07030-2

Authorization is requested To proceed with additional services
 To proceed with revised scope of basic services
 To incur reimbursable expenses for consultant

Notification is made To proceed with additional services
 To proceed with revised scope of basic services

The following adjustment:

A request is made for costs associated with changing (1) of the classrooms, #D26 at the second floor, to a computer lab. Scope includes changing of the layout, updating panel schedules, curcuietry for the additional power to the tables, and additional data drops to the tables.

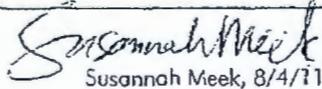
Request was made after DSA submission, when dwgs were complete.

Compensation requested: Personnel time will be charged at the rate of \$180.00 per hour for the Electrical Engineer and \$100.00 per hour for CAD drawing services. Not to exceed Estimates are as follows

\$ 180	Electrical Engineer calculations
\$ 500	Electrical drawing
\$ 700	Architectural drawing and coordination
\$ 1380	TOTAL EXPENSE REQUESTED

Attachments: computer lab layout, rev 8/3/11

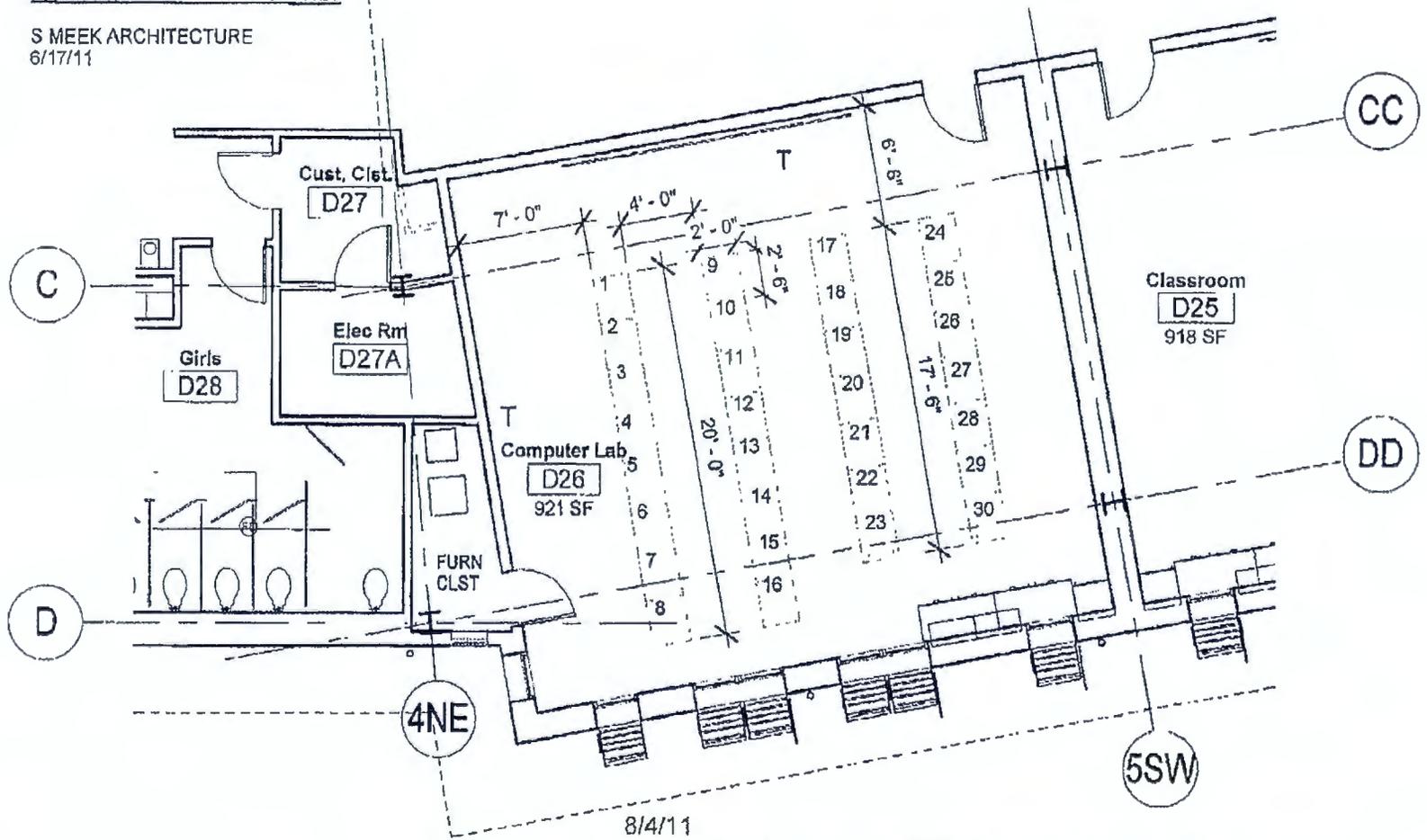
Approximate completion of proposed work: Thru Addendum.

Submitted by:	 Susannah Meek, 8/4/11	Authorization is given or notification is acknowledged by:
	S Meek Architecture	OUSD
		Date

HAVENSCOURT MIDDLE SCHOOL - NEW CLASSROOM AND CAFETERIA BLDG

PROPOSED COMPUTER LAB - REV

S MEEK ARCHITECTURE
6/17/11



PSS #4

8/4/11

- a) quantity of drops per OUSD standards on page 25; only one printer is assumed to be at the teachers station.
- b) power from below or from above, TBD; trench not possible, power pole will be investigated.

S MEEK ARCHITECTURE

Professional Services Supplement

(Preliminary) number 05

In accordance with the agreement dated 11/17/09

Between: Oakland Unified School District

And: S Meek Architecture

For the Project: Architectural and Engineering Services
Havenscourt New Classroom and Cafeteria and Building Project
OUSD#07030-2

Authorization is requested To proceed with additional services
 To proceed with revised scope of basic services
 To incur reimbursable expenses for consultant

Notification is made To proceed with additional services
 To proceed with revised scope of basic services

The following adjustment: FOR DDC controls at the entire Havenscourt campus.

A request is made for costs associated with adding DDC controls as discusses with Eric Scheuemann, Charles Smith, Brian Chuck on 7/22/11

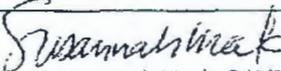
Request is additional scope beyond the New Building.

Compensation requested: Not to exceed Estimates are as follows

\$ 39,000 Mechanical scope, per attachment A
\$ TBD Electrical drawing
\$ TBD, \$3000 Architectural coordination/oversight
\$ TBD TOTAL EXPENSE REQUESTED

Attachments: A: McCracken and Woodman proposal dated 7/27/11

Approximate completion of proposed work: Thru Addendum.

Submitted by:	 Susannah Meek, 8/4/11	Authorization is given or notification is acknowledged by:	
	S Meek Architecture	OUSD	Date

Professional Services Supplement, PSS no. 5
attachment A

From: Brian Chuck [mailto:brian.chuck@mccracken-woodman.com]
Sent: Wednesday, July 27, 2011 6:59 PM
To: 'Susannah Meek'
Cc: 'Marc Woodman (marc.woodman@mccracken-woodman.com)'
Subject: Havenscourt Add Service for Campus DDC Controls

Susannah,

Our add service fee for the design of DDC system controls upgrade for the Havenscourt buildings is \$39,000.00. Our fees are based on the following list of buildings and our understanding of the mechanical systems per our meeting on July 22, 2011:

Building A -

Packaged A/C units, approximately five (5) units located on roof. Controls are to be upgraded to DDC controls.

Building B -

Packaged A/C units. Controls are to be upgraded to DDC controls.

Gymnasium -

Two (2) gas fired furnaces. Controls for these two units are to be upgraded to DDC controls.

Building C -

Packaged A/C units. Controls are to be upgraded to DDC controls.

Building "Main" -

Pneumatic controls serving the classroom areas are existing to remain.

No work to the existing control air compressor or existing pneumatic system.

Steam boiler controls to be upgraded to DDC controls.

Control for steam condensate pump(s) to be upgraded to DDC controls.

Heating and ventilating unit controls to be upgraded to DDC controls. Heating and ventilating unit serves the Auditorium space.

We have included fees to create building backgrounds and floor plans as required to show the new controls work. We have also included site visits to determine the existing mechanical system details as required to design the new DDC system.

Best Regards,
Brian Chuck, P.E.

MCCRACKEN WOODMAN
ARCHITECTS
355 Grand Ave, Oakland, CA 94610
www.mccracken-woodman.com
TEL 510-763-4881
FAX 510-763-0519

PSS #5

S MEEK ARCHITECTURE

Professional Services Supplement

number 06

In accordance with the agreement dated 11/17/09

Between: Oakland Unified School District

And: S Meek Architecture

For the Project: Architectural and Engineering Services
Havenscourt New Classroom and Cafeteria Building Project
 OUSD#07030-2

Authorization is requested To proceed with additional services
 To proceed with revised scope of basic services
 To incur reimbursable expenses for consultant

Notification is made To proceed with additional services
 To proceed with revised scope of basic services

The following adjustment: for additional submittal/bid/CA package of "Interim Dining and Site Utilities"

A request is made for professional services associated with splitting the "New Building and Interim Cafeteria" into (2) separate bid packages – app# 01-111714 and app #01-111800

This request was made in October 2010 in order to facilitate the construction schedule of the New Building and in order to coordinate with other separate Summer Construction concurrent projects on the Havenscourt Campus.

Compensation requested: Not to exceed Estimates are as follows

\$1,000	Splitting documents and scope into separate projects, including consultant direction and coordination, documents, new drawing and specification title blocks.
\$2,500	Unique DSA agency and Alameda Environmental Health submittal and review for application # 01-111800
\$1,000	Unique Bidding phase for application # 01-111800
\$1,000	Additional administrative CA phase services due to additional General contractor (note that CA fee as part of original scope is billed under the original contract)
<u>\$ 2,500</u>	<u>Unique Closeout services for app #01-111800</u>
\$ 8,000	TOTAL EXPENSE REQUESTED

Attachments: Site plan showing split

Approximate completion of proposed work: Summer 2011

Submitted by:	Susannah Meek, 8/5/11	Authorization is given or notification is acknowledged by:	
	S Meek Architecture	OUSD	Date

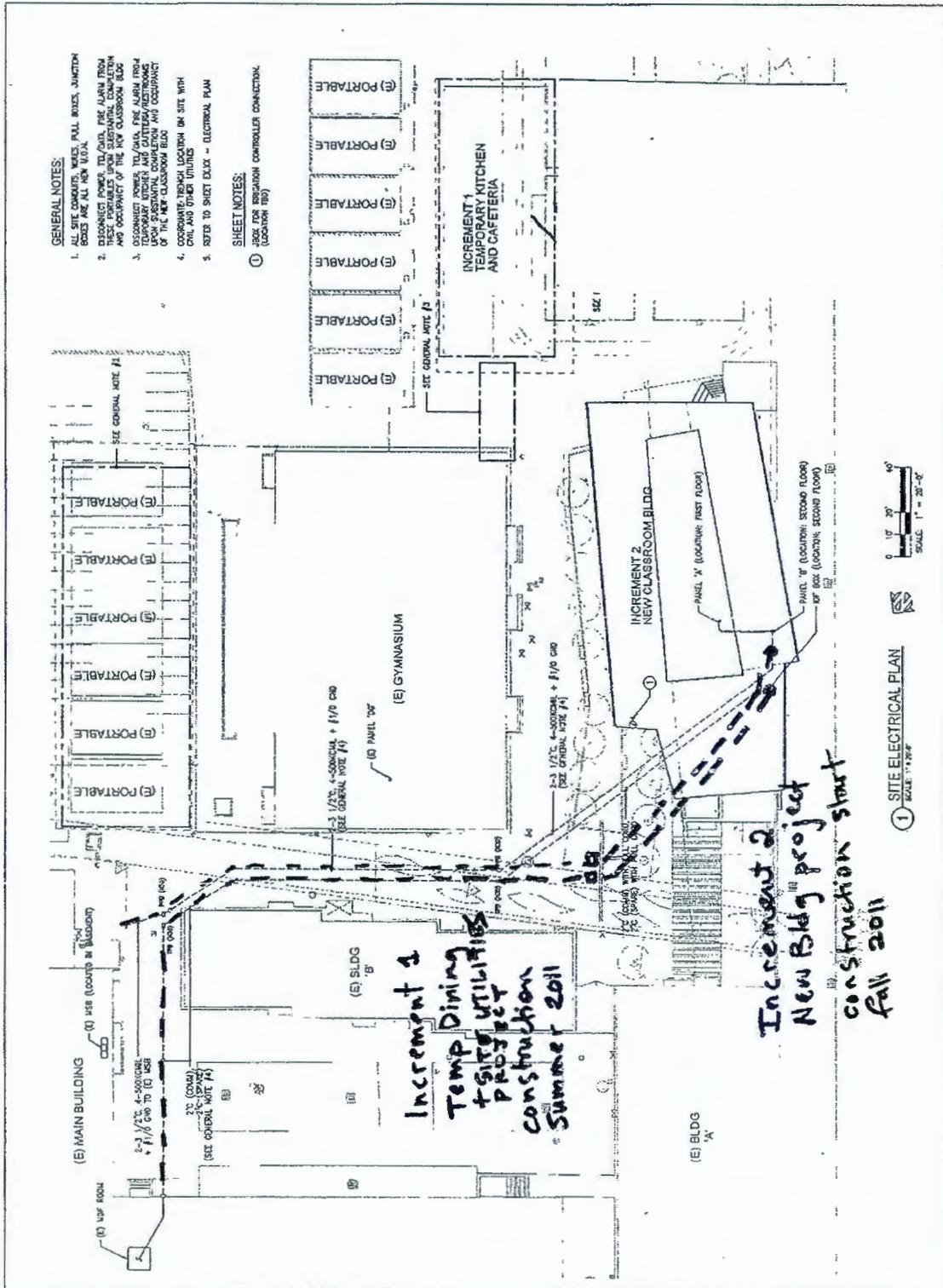
S.MEEK
ARCHITECTURE
10000 Wilshire Blvd, Suite 200
Los Angeles, CA 90024
Tel: 310.206.1234



Hovenscourt
Middle School
New Classroom and
Cafeteria Building
Phase 2
INCREMENT 2
1390 48th Ave.
Oakland, CA 94621

Author:	DATE:
Checked:	DATE:
Design/Reviewed:	DATE:
Contract:	NO.:
Sheet:	NO.:
Sheet Title:	
SITE ELECTRICAL PLAN	
Date:	3/29/10
Drawn:	STA
Job:	1390 48th Street
Drawn/Checked:	ALL 2010
Sheet/Title:	E1.1

- GENERAL NOTES:**
1. ALL SITE CONDUITS, WELLS, PULL BOXES, UNITS AND PORTABLES SHALL BE ALL NEW U.S.A.
 2. DISCONNECT POWER TO/AND FROM ALARM FROM THESE PORTABLES UPON SUBSTANTIAL COMPLETION AND OCCUPANCY OF THE NEW CLASSROOM BLDG
 3. DISCONNECT POWER TO/AND FROM ALARM FROM ALL EXISTING PORTABLES UPON SUBSTANTIAL COMPLETION AND OCCUPANCY OF THE NEW CLASSROOM BLDG
 4. COORDINATE TRENCH LOCATION ON SITE WITH CHAL AND OTHER UTILITIES
 5. REFER TO SHEET E1.0X - ELECTRICAL PLAN
- SHEET NOTES:**
- ① REFER TO REGULATION CONTROLLER CONNECTION (LOCATION 150)



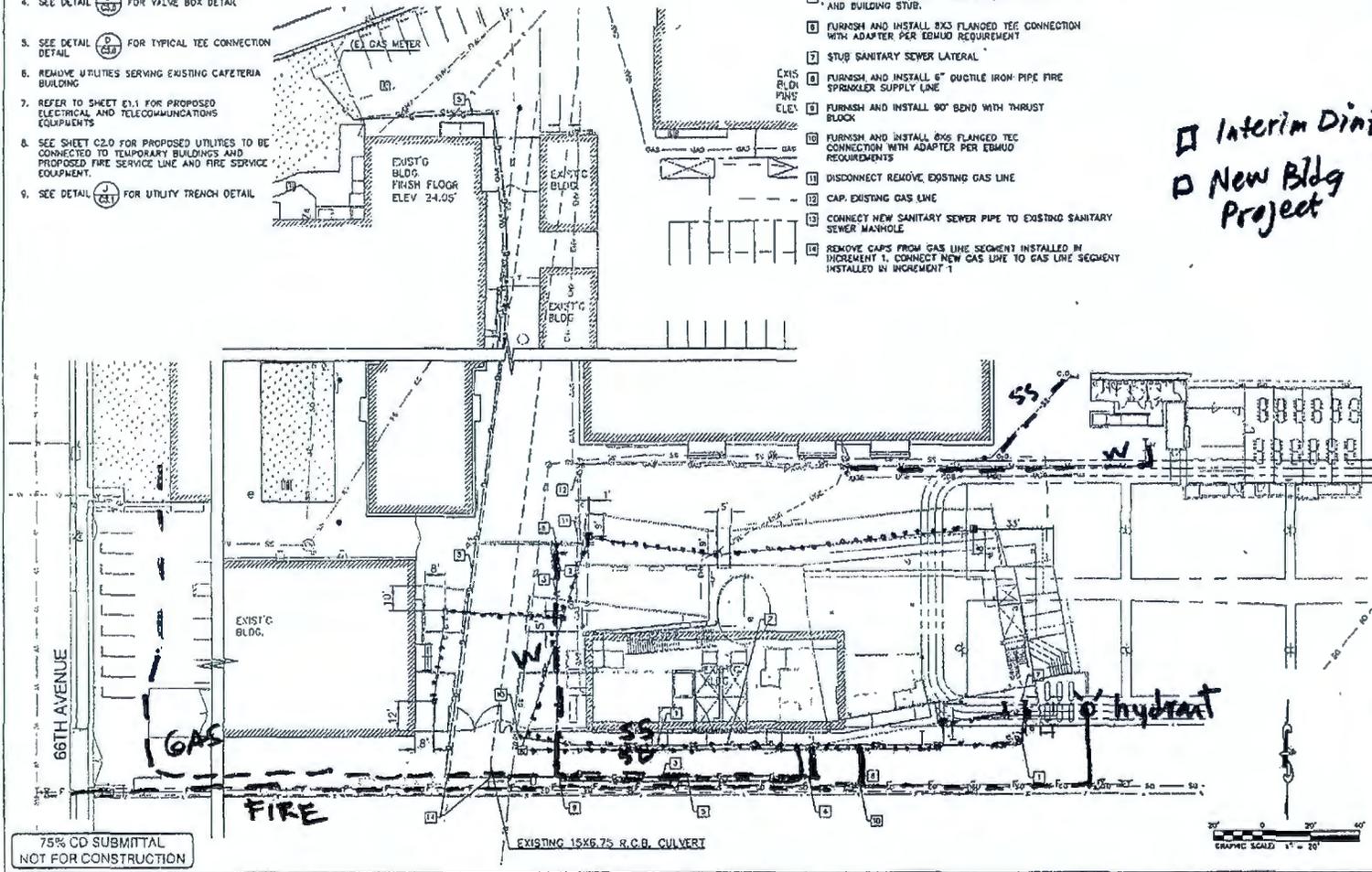
① SITE ELECTRICAL PLAN
SCALE 1" = 20'

NOTES:

1. SEE DRAWING DD1.0 FOR STORM DRAINAGE SYSTEM DETAILS.
2. SEE DRAWING P2.0 FOR NEW CLASSROOM AND CAFETERIA BUILDING UTILITY STUB LOCATIONS AND ROOF DRAIN LOCATIONS.
3. PROPOSED SITE UTILITIES SHALL BE STUBBED AT 3' FROM FACE OF NEW BUILDING.
4. SEE DETAIL (C) FOR VALVE BOX DETAIL.
5. SEE DETAIL (S) FOR TYPICAL TEE CONNECTION DETAIL.
6. REMOVE UTILITIES SERVING EXISTING CAFETERIA BUILDING.
7. REFER TO SHEET E1.1 FOR PROPOSED ELECTRICAL AND TELECOMMUNICATIONS EQUIPMENTS.
8. SEE SHEET C2.0 FOR PROPOSED UTILITIES TO BE CONNECTED TO TEMPORARY BUILDINGS AND PROPOSED FIRE SERVICE LINE AND FIRE SERVICE EQUIPMENT.
9. SEE DETAIL (J) FOR UTILITY TRENCH DETAIL.

CONSTRUCTION NOTES:

1. FURNISH AND INSTALL 6" SANITARY SEWER PIPE.
2. FURNISH AND INSTALL WATER VALVE AND HAND HOLE (INCREMENT 1).
3. FURNISH AND INSTALL 3" DUCTILE IRON WATER PIPE.
4. FURNISH AND INSTALL GAS VALVE.
5. FURNISH AND INSTALL 3" GAS LINE, CONNECT PIPE AND BUILDING STUB.
6. FURNISH AND INSTALL 8x6 FLANGED TEE CONNECTION WITH ADAPTER PER EBMUD REQUIREMENT.
7. STUB SANITARY SEWER LATERAL.
8. FURNISH AND INSTALL 6" DUCTILE IRON PIPE FIRE SPRINKLER SUPPLY LINE.
9. FURNISH AND INSTALL 90° BEND WITH THRUST BLOCK.
10. FURNISH AND INSTALL 8x6 FLANGED TEE CONNECTION WITH ADAPTER PER EBMUD REQUIREMENTS.
11. DISCONNECT REMOVE EXISTING GAS LINE.
12. CAP EXISTING GAS LINE.
13. CONNECT NEW SANITARY SEWER PIPE TO EXISTING SANITARY SEWER MANHOLE.
14. REMOVE CAPS FROM GAS LINE SEGMENT INSTALLED IN INCREMENT 1. CONNECT NEW GAS LINE TO GAS LINE SEGMENT INSTALLED BY INCREMENT 1.



S MEEK
ARCHITECTURE
3040 24th Street
San Francisco, CA
94116
P: 415-543-5500
F: 415-543-5000

DKS Associates
AN ARCHITECTURE FIRM
1000 MARKET STREET
SUITE 1000
SAN FRANCISCO, CA 94102
P: 415-774-1100
F: 415-774-1101



Interim Dining / SITE
New Bldg Project

Havenscourt Middle School
New Classroom and Cafeteria Building
Increment 2
1380 68th Ave.
Oakland, CA 94621

Submittal
ISSUE DATE
75% CD 8/23/10

Sheet Title
SITE UTILITY PLAN
(INCREMENT 2)

Date 05/14/10
Drawn FKC
Job DUSD # 07030
SMA# 0902

Sheet Number
C2.1

NOV 05 2010

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/11/2011

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675 Attn: KXC
Oakland, CA 94604-2675
510 465-3090

INSURED
S Meek Architecture
3040 - 24th Street
San Francisco, CA 94110

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Hartford Casualty Insurance Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	57SBAKB0015	12/01/10	12/01/11	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	57SBAKB0015	12/01/10	12/01/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
GARAGE LIABILITY					
<input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT \$
EXCESS LIABILITY					
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					OTHER THAN AUTO ONLY: EA ACC \$
<input type="checkbox"/> DEDUCTIBLE					AGG \$
<input type="checkbox"/> RETENTION \$					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
					WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: Havenscourt Middle School, New Building + Interim Dining #07030

GENERAL LIABILITY ADDITIONAL INSURED: Oakland Unified School District, its Directors, Officers, employees, agents and representatives
(See Attached Descriptions)

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Oakland Unified School Dist. Attn: Timothy White Dept. of Facilities Planning & Management 955 High Street Oakland, CA 94601		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE <i>Naomi M. Barrett</i>

DESCRIPTIONS (Continued from Page 1)

BUSINESS LIABILITY, NON-OWNED and HIRED AUTOMOBILE LIABILITY ADDITIONAL INSURED: The Certificate Holder and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to Section C., Who Is An Insured, Sub Section 6., Additional Insureds When Required By Written Contract, Written Agreement Or Permit, Subsection f. Any Other Party of the Business Liability Coverage Form, Form No. SS 00 08.

S. Meek Architecture
Policy # 57SBAKB0015

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including inspection, or engineering

E.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 a claim is made or "suit" is brought

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

EXCERPT FROM Hartford Form SS 04 38 06 01

HIRED AUTO AND NON-OWNED AUTO

B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":

- d. Anyone liable for the conduct of an "insured", but only to the extent of that liability.



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2010

GROUP:
 POLICY NUMBER: 1889170-2010
 CERTIFICATE ID: 6
 CERTIFICATE EXPIRES: 07-01-2011
 07-01-2010/07-01-2011

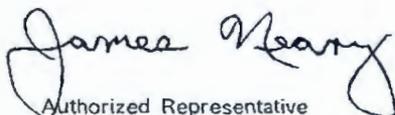
OAKLAND UNIFIED SCHOOL DISTRICT NA
 955 HIGH ST
 OAKLAND CA 94601-4404

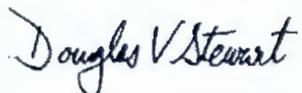
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


 Authorized Representative


 Interim President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING:
 THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER;
 EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING
 CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS'
 COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

MEEK, SUSANNAH DBA: S MEEK ARCHITECTURE NA
 3040 24TH ST
 SAN FRANCISCO CA 94110



CERTIFICATE OF LIABILITY INSURANCE

OP ID KC
SMEEK-1

DATE (MM/DD/YYYY)

01/28/11

PRODUCER (PA)Heffernan Prof. Practices 1808A Embarcadero Rd. Palo Alto CA 94303 Phone: 650-842-5200 Fax: 650-842-5201	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED S Meek Architecture 3040 24th Street San Francisco CA 94110	INSURER A: The Employers Fire Ins. Co.,	20648
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		Professional Liability	DPL050311	01/24/11	01/24/12	Per Claim	\$1,000,000
						Aggregate	\$1,000,000

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

**Certificate Holder Continued: Department Facilities Planning & Management.
 Re: OUSD #07030 Havenscourt Middle School New Building.
 All Operations of the Named Insured.
 * 10 Days Notice for Non-Payment of Premium.

CERTIFICATE HOLDER

OKUSD-1

Oakland Unified School District; Attn Timothy White**
 955 High Street
 Oakland, CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information

Project Name	Havenscourt New Cafetena & Classroom Building	Site	Havenscourt Middle School
--------------	---	------	---------------------------

Basic Directions

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

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

Contractor Information

Contractor Name	S. Meek Architecture	Agency's Contact	Susannah Meek			
OUSD Vendor ID #	V022417	Title	AOR			
Street Address	3040-24th Street	City	San Francisco	State	CA	Zip 94110
Telephone	415-543-5505	Policy Expires	12-1-2011			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
OUSD Project #	07030					

Term

Date Work Will Begin	12-16-2009	Date Work Will End By (not more than 5 years from start date)	12-31-2013
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$ 1,002,920.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 9,380.00
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.

Fund #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	2079901812	6215	\$9,380.00
				\$

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	Charles Love	Phone	510-535-7081	Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager		Date Approved	8-31-11		
2.	General Counsel, Department of Facilities Planning and Management		Date Approved	8-31-11		
3.	Assistant Superintendent, Facilities Planning and Management		Date Approved			
4.	President, Board of Education		Date Approved			

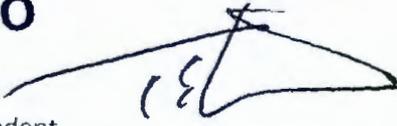
Board Office Use: Legislative File Info.	
File ID Number	11-0649
Committee	Facilities
Introduction Date	4-5-2011
Enactment Number	11-0622
Enactment Date	4-13-11



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Inspiring Students

Memo

To Board of Education 

From Tony Smith, Ed.D., Superintendent
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date April 13, 2011

Subject Amendment No. 1, Professional Services Facilities Contract - S. Meek Architecture- Havenscourt New Cafeteria & Classroom Building Project

Action Requested Approval by the Board of Education of Amendment No. 1, Professional Services Facilities Contract with S. Meek Architecture for Architectural Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building Project, in an amount not to exceed \$24,540.00, increasing previous contract amount from \$969,000.00 to a not to exceed amount of \$993,540.00 and revising the end date from June 30, 2013 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Revised recommendations from the soils report allowed for the rigid grade beam foundation to be changed to a more cost effective foundation system, fire sprinklers need to be installed in the temporary kitchen/cafeteria because the 2010 code cycle does not contain an exemption for fire sprinklers for portable buildings unlike the 2007 code cycle which the project was originally designed to fall under, the portable design was changed due to unavailability of the original kitchen portable, and it was determined that the existing restroom portable would no longer be relocated as originally planned and should be installed along with the temporary kitchen/cafeteria portables.

Local Business Participation Percentage 0.00% (Sole Source)

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



Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 1, Professional Services Facilities Contract with S. Meek Architecture for Architectural Services on behalf of the District at Havenscourt New Cafeteria & Classroom Building Project, in an amount not-to exceed \$24,540.00, increasing previous contract amount from \$969,000.00 to a not to exceed amount of \$993,540.00 and revising the end date from June 30, 2013 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

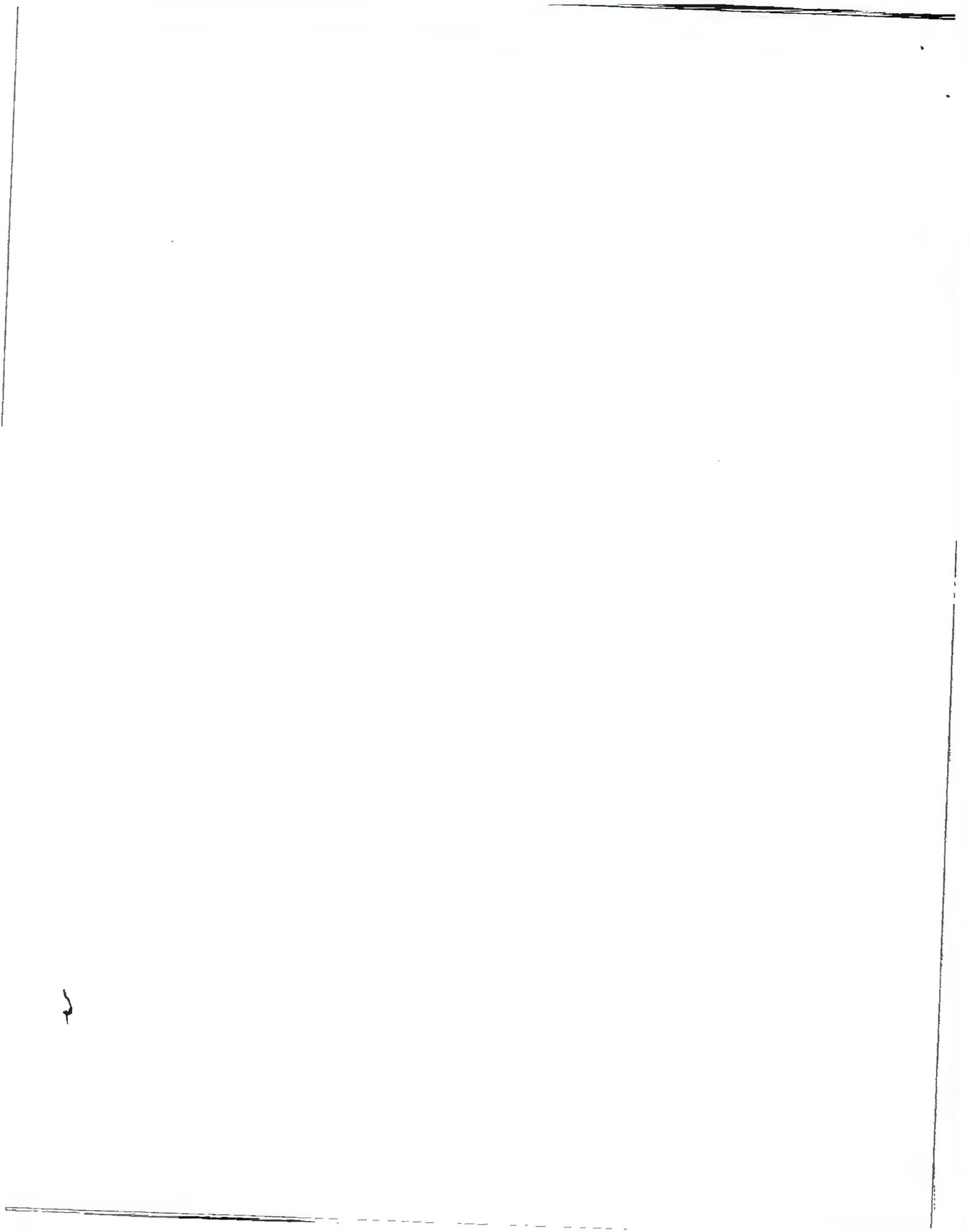
The funding source for this project is General Obligation Bond-Measure B.

Attachments

- Professional Services Contract including scope of work

Key Code:

2079901812-6215





OAKLAND UNIFIED SCHOOL DISTRICT

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and S. Meek Architecture. OUSD entered into an Agreement with CONTRACTOR for services on December 17, 2009, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional architectural and engineering design services to modify the foundation system of the new building from a rigid grade beam to a matt slab, install fire sprinklers in the temporary kitchen/cafeteria, and modifying the interim kitchen/cafeteria portable design including changing out two of the four portable units.</u></p>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional Six months (days/weeks/months), and the amended expiration date is December 31, 2013.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Increase of \$24,540.00 to original contract amount</p> <p style="text-align: center;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is Nine hundred ninety-three thousand, five hundred forty dollars (\$993,540.00)</p>		

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)
1	12-16-2009	The scope of the project is to provide design and construction administrative services for the Havenscourt New Classroom Building and Interim Housing Project. Services include schematic design, design development, preparation of construction documents, bidding and agency approval, construction administration and close out for both phases of the project.	\$969,000.00

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

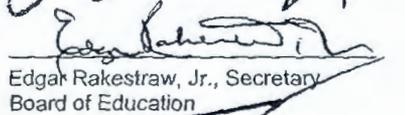
OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR


 Gary Yee, President, Board of Education

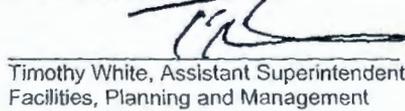
4/14/11
 Date


 Contractor Signature 2/23/11
 Date


 Edgar Rakestraw, Jr., Secretary
 Board of Education

4/14/11
 Date

Susannah Meek, Principal
 Print Name, Title


 Timothy White, Assistant Superintendent
 Facilities, Planning and Management

Date

AMENDMENT

LEGISLATIVE FILE
 File ID Number 11-0649
 Introduction Date 4-5-11
 Enactment Number 11-0622 BS
 Enactment Date 4-13-11

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement.

SCOPE OF WORK

Contractor Name: S. Meek Architecture

Billing Rate: Twenty-four thousand, five hundred forty dollars and no cents (\$24,540.00)

Description of Services to be Provided

- 1. Goals or Objectives**
Change to architectural design

 - 2. Description of Services to be Provided**
The scope of the project is to provide additional architectural and engineering design services to modify the foundation system of the new building from a rigid grade beam to a matt slab, install fire sprinklers in the temporary kitchen/cafeteria, and modifying the interim kitchen/cafeteria portable design including changing out two of the four portable units.

 - 3. Deliverables**
Revised architectural design.
-

S MEEK ARCHITECTURE

Professional Services Supplement

number 01

In accordance with the agreement dated 11/17/09

Between Oakland Unified School District

And S Meek Architecture

For the Project: Architectural and Engineering Services
Havenscourt New Classroom and Cafeteria and Building Project
OUSD#07030

Authorization is requested To proceed with additional services
 To proceed with revised scope of basic services
 To incur reimbursable expenses for consultant

or
 Notification is made To proceed with additional services
 To proceed with revised scope of basic services

The following adjustment:

A request is made for additional structural engineering services for foundation re-design.

Background: An error in the Soils report, received in hard copy format on 4/7/10, resulted in revised recommendations for over-excavation. These revised recommendations caused the team to reconsider the foundation system selected. With the revised soils report data, the matt slab foundation will result in an estimated \$50,000 savings from the original rigid grade beam design.

Compensation requested:

\$ 3,600 : SMW & Associates, Structural Engineer, to provide revised Drawings and Calculations required for foundation redesign from a "rigid grade beam foundation" to a "matt slab" foundation.

\$ 180 : S Meek Architecture 5% mark-up on consultant services. No cost charged for additional meeting attended to discuss revision nor for cost estimating

\$3780 TOTAL EXPENSE REQUESTED

Attachments A: proposal from SMW & Associates dated 10/17/08, 2 pages
B: summary of cost associated with foundation redesign for evaluation purposes

Approximate completion of proposed work: upon issuance to Cost Estimator: 10/13/10.

Submitted by:	Susannah Meek, 5/10/10	Authorization is given or notification is acknowledged by:
	S Meek Architecture	OUSD
		Date



**AGREEMENT FOR
THE PROVISION OF ADDITIONAL SERVICES
UNDER AN EXISTING CONTRACT**

Ms. Susannah Meek
S Meek Architecture
3040 24th Street
San Francisco, CA 94110

Comm. 0961.01 – Structural Engineering Services, Havenscourt Middle School, Mat Foundation,
Oakland, CA

Dear Susannah:

I am pleased to submit this proposal for structural engineering services of the referenced project.

Basis of Agreement

- Meeting with Kevin Newlon, Ephraim Bahiru, Susannah Meek, Brand Burfield and Enrique Riutort on 26 April 2010.

Scope of Services

- Revise foundation system from rigid-grid footing to mat foundation.

Compensation

Engineering Services - Lump Sum in the amount of \$3,600.

This agreement is hereby made part of the original agreement, dated 16 December 2009, and is subject to the terms and conditions therein.

Sincerely yours,

Accepted:

Stan M. Wu, S.E.
CA Structural Engineer License No. S4865
CA Civil Engineer License No. 58342

By

Date

Hours Spent for Rigid Grid Foundation that will not be applicable for Mat Foundation

	Staff	SMW	Hours Spent		
			EON	THH	
Evaluation of Rigid Grid Foundation		4.0	8.0		
Detailing		2.0	3.0		
Drafting			2.0	8.0	
Correspondences, Emails, Phone Calls		3.0	0.5		
Meeting		3.0			
Total Hours		12.0	13.5	8.0	
Rate (per Hour)	\$	180.00	\$ 120.00	\$ 85.00	
Fee	\$	2,160.00	\$ 1,620.00	\$ 680.00	\$ 4,460.00

Susannah Meek

PSS 01 Havenscourt

OUSD #07030

Attachment B

From: Susannah Meek [smeeek@smarchitecture.co
Sent: Monday, May 03, 2010 5:22 PM
To: Eric Scheuermann; Newlon, Kevin
Cc: Bahiru, Ephraim; Stan Wu; kfavret@smarchitecture.com
Subject: Havenscourt Revised Foundation System summary
Attachments: image001.jpg; Summary_ foundation havenscourt 10-0503.pdf

Eric,

See below for a summary of the foundation options. The matt slab does come in as the least expensive option. The add for the topping slab has a few benefits – accommodates depressions easier, allows for a more controlled finish surface (especially impmt for an integrally colored polished concrete), and covers plate and bolts at gravity columns.

We feel the best option to go forward with is the matt slab with topping slab.

Note below are all costs loaded by 26%

- 1) Original (not designed) : total base foundation = 253k (Footings=124k + Slab=129k)
- 2) Option grade beam with 4' of overex/eng fill =583k (original + added 330k)
- 3) Option matt slab without topping slab = 503k (253k + 250k)
- 4) Option matt slab with topping slab = 538k (above number + 35k)

Please ask any questions, confirm you concur with this direction.

thanks.
Susannah

From: David Baird [mailto:dbaird@ccorpusa.com]
Sent: Monday, May 03, 2010 3:58 PM
To: Susannah Meek; Stan Wu
Cc: kfavret@smarchitecture.com; Sean McDermott
Subject: RE: Havenscourt Revised Foundation System

Good Afternoon Team,
Apologies for the confusion! Following on from our call, see below for the updated numbers:

1. Grade beams between columns with 4' engineering fill – ADD +/- \$330K
2. Mat slab system per Stan's e-mail below, excluding topping slab – ADD +/- \$250K

If you need anything else, please give me a call.
Thanks
Dave

David Baird | Director, Cost Management
CUMMING | 1970 Broadway | Suite 630 | Oakland, CA 94612
D (510) 318-7587 | F (510) 463-0305 | C (858) 829-7560

From: Susannah Meek [mailto:smeeek@smarchitecture.com]
Sent: Monday, May 03, 2010 3:38 PM

S MEEK ARCHITECTURE

Professional Services Supplement

number 02

In accordance with the agreement dated 11/17/09

Between: Oakland Unified School District

And: S Meek Architecture

For the Project: Architectural and Engineering Services
Havenscourt New Classroom and Cafeteria and Building Project
OUSD#07030-2

Authorization is requested To proceed with additional services
 To proceed with revised scope of basic services
 To incur reimbursable expenses for consultant

Notification is made To proceed with additional services
 To proceed with revised scope of basic services

The following adjustment:

A request is made for adding Fire sprinklers to the Interim Dining portion of the Havenscourt New Building project, and the associated fire protection and electrical engineering required.

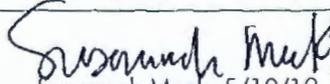
The project planning originated in the 2007 Code cycle which had an exemption for fire sprinklers for portable buildings. The Interim Dining Project was submitted to DSA in the 2010 code cycle, which eliminated this exemption.

Compensation requested: Personnel time will be charged at the rate of \$175.00 per hour for the Engineer and \$75.00 per hour for CAD services for all work and travel. Not to exceed Estimates are as follows

\$13,000 Design Phase (Engineer @ \$7,750.00 + CAD Services @ \$5,250.00)
\$ 1400 Shop Drawing Review - 8 hours
\$ 2100 Site Visits During Construction - (3 included; 1 for flush test, 1 for hydro test, and 1 other
\$ 700 Electrical calculations and drawing (5 hrs) of voltage run for FA tamper and flow switch
\$ 860 S Meek Architecture 5% mark-up on consultant services.
\$18,060 TOTAL EXPENSE REQUESTED

Attachments: proposal Glenn Peterson dated 2/14/11, 4 pages

Approximate completion of proposed work: upon issuance to Cost Estimator: 10/13/10.

Submitted by:	 Susannah Meek, 5/10/10	Authorization is given or notification is acknowledged by:
	S Meek Architecture	OUSD Date 2/14/11

February 14, 2011

PROPOSAL TO: Susannah Meek, FAX 415-543-5585 (ph 415-543-5505)
3040 24th Street
San Francisco, CA 94110
Attention: Susannah Meek

TO PROVIDE: Fire protection consulting services for design of fire sprinkler systems for the new temporary kitchen, office and waiting, dining and trailer modules as shown on the drawing 1/14/2011 and site plan A1.0 dated 1/13/2011 at Havenscourt Middle School located at 1390 66th Avenue, Oakland, CA 94621. The ramps, and walkways are not included (ramps and walkways are noncombustible, will be screened to prevent trash accumulation, and have no wiring below).

Glenn D. Peterson, P.E., hereinafter referred to as the Engineer, submits herewith a proposal to provide qualified fire protection engineering personnel and services to S Meek Architecture, hereinafter referred to as the Client.

SCOPE OF WORK

Engineer will perform the following.

1. Provide criteria/mark up of floor plan, section, site plan, and sprinkler details for preparation of final CAD drawings. (CAD work to be done by Fire Tech, Inc. or by Client if Fire Tech, Inc. is unavailable). Plans for sprinklers will show approximate pipe location, pipe sizes, and the location of hangers, earthquake bracing, control valves, flow switches, and valve tamper switches (8 hours + CAD).
2. Preparation of technical specifications for the fire sprinkler system (8 hours).
3. Review calculations for fire sprinkler systems (4 hours).
4. Correspondence, documentation, and administration (4 hours).
5. Meetings during the design phase including coordination with DSA to verify fire protection system design criteria (4 hours).
6. Overall review (8 hours).
7. Contingencies (4 hours).
8. Revisions per DSA comments (4 hours).

Hours listed for each task are estimates.

WORK NOT INCLUDED

1. Preparation of as-built final CAD plans (sprinkler plans, sections, and details).
2. Flow testing of fire hydrants is not included. Calculations will be based upon data furnished by the local water utilities or Client. Flow test data must be current and must meet DSA requirements.

3. Computer modeling of the entire water system is not included; i.e., the calculations will extend from the new building to the location of the flow test and the test needs to be located near the buildings to be sprinklered.
4. The Client is responsible for submitting plans to the local agencies and owner's insurance company for approval and for paying all permit and plan review fees.
5. The Owner shall provide all materials, equipment, tools, labor, and other work required for actual installation of the system.
6. The Engineer will show the location of the flow switch and coordinate with civil engineer for tamper switch to be shown on civil drawings. Design of the fire alarm system and connection of these devices to be by others (assumed to be by project electrical engineer).
7. Building code analysis, fire code analysis, life safety code analysis, and multidiscipline review of the project is not included (only the fire sprinkler system design is included).
8. Engineer is not responsible for any soils testing related to hazardous materials or any future delays, claims, or remediation costs arising from the discovery of any hazardous materials.
9. Design of a fire pump is not included. If a pump is required the Engineer will size the pump and assist with the pump and piping layout in the pump house and witness the pump test (estimate addition of 40 hours). Design of the pump building and power to the pump to be by others.
10. Fire protection consulting for other parts of the site other than the sprinkler systems in the new cafeteria building is not included.
11. Structural review of the building for hanging the fire sprinkler system piping is not included. Hanger spacing and earthquake bracing for sprinkler piping is assumed to be per NFPA 13, 2002 and hanger details meeting NFPA 13 will be provided for review by the structural engineer. If special hanging details are required by the structural engineer design and layout of these details shall be an extra service.
12. Site plan for fire protection supply piping to the building to be by project civil engineer, civil engineer to terminate pipe at a flange 6" above the floor at the sprinkler riser location determined by the architect (I will size pipe and show lengths in my calculations).
13. Corrosion engineering for underground fire protection piping and conduit is excluded.
14. Answering questions during the bidding period and/or evaluating the bids will be done on an hourly basis.
15. Review of shop drawings for the fire sprinkler system. Add approximately 8 hours if desired (work to be done on an hourly basis).
16. Construction site visits related to the fire sprinkler system. Add approximately 12 hours if desired (work to be done on an hourly basis). The time estimate assumes that all buildings will be under construction simultaneously and that all buildings can be reviewed during a site visit (3 site visits are included; 1 for flush test, 1 for hydro test, and 1 other).

QUALIFICATIONS AND EXPERIENCE OF THE ENGINEER

The quality of engineering work is directly related to the experience and diligence of the engineers involved. The work on this project will be performed directly by Glenn D. Peterson, P.E. Mr. Peterson has a degree in Fire Protection and Safety Engineering from Illinois Institute of Technology and has over 35 years of directly applicable fire protection engineering experience.

Mr. Peterson has designed numerous fire sprinkler, fire alarm, and special hazards systems.

Mr. Peterson has provided plan review and code consulting services to local fire departments and is familiar with applicable codes and standards.

ASSISTANCE BY CLIENT

This proposal is based on Client furnishing the Engineer with drawings of the site; access to the site; hydrant flow data, and data on the existing EBMUD water supply line including pipe sizes, pipe type, pipe location, valves and fittings; drawings showing sections, the new wall layout, and all room names; co-ordination drawings including reflected ceiling plans, electrical, HVAC, and others as applicable. CAD files; one reproducible for each of my sheets (plans, section, and site plan), and one hard copy of all other coordination drawings shall be provided.

PROJECT SCHEDULING

The Engineer will complete the design phase of the work within 30 days of receipt of authorization to proceed, or within 30 days of receipt of Client provided fire flow data and prints for mark up and CAD files showing floor plans and plans for the building and site (whichever is later). The Engineer cannot begin the final sprinkler layout until receipt of substantially complete reflected ceiling plans and mechanical and electrical plans and needs 30 days to complete final plans after receipt of these plans (it is assumed that these plans will be finalized prior to Engineer starting the sprinkler plans and that changes to these plans will not be made after the Engineer starts work on the sprinkler plans). If substantial changes are required, the cost of CAD services will increase If CAD is done by Fire Tech, Inc. It is understood Engineer and architect will meet with DSA in the first 10 days to obtain any rulings which would effect the overall design.

CONTRACTUAL DATA

It is proposed that the above-described fire protection consulting services be completed on a time and expense basis.

Personnel time will be charged at the rate of \$175.00 per hour for the Engineer and \$75.00 per hour for CAD services for all work and travel. Direct project expenses such as travel, reproduction, and postage will be charged at cost.

Estimates are as follows

Design Phase (Engineer @ \$7,750.00 + CAD Services @ \$5,250.00) - \$13,000.00

Shop Drawing Review - \$1,400.00

Site Visits During Construction - \$2,100.00

Extra services will be charged per the above rates.

Client and the Engineer further agree to the following:

Payments. Payments will be made to the Engineer on a monthly basis. Accounts not paid within 60 days of the invoice mailing date will be subject to a late charge of 1-1/2% per month, accruing from the invoice date, including all costs of collection and attorney's fees. Any such collection action shall be filed in the City of Oakland, California. Engineer reserves right to stop work if payments are late and will not resume work until payments are brought up to date.

Termination: This agreement may be terminated by either party by 10 days written notice in the event of substantial failure to perform in accordance with the terms here of by one party, through no fault of the other party. If terminated due to fault of other than the Engineer, Engineer shall be paid for services performed to the date of termination, including reimbursements then due.

Insurance: Engineer presently maintains general liability insurance and professional liability insurance with limits of \$1,000,000 and standard auto insurance (\$250,000/500,000). If greater limits are desired Client shall pay for extra insurance.

Warranty. The Engineer warrants that the work will be performed under the direction of a registered Fire Protection Engineer. No other warranty either express or implied is made to the quality, fitness, or results to be achieved by this project. The Engineer makes no warranty, either express or implied on the existing construction or installation. The Engineer shall not be liable for any direct or consequential damages suffered through the existence, malfunction, or use of the system or through loss of life, the structures, or equipment.

Use of Work. It is assumed that the Engineer's calculations and the Client produced drawings will be submitted to DSA, local fire department, and the Owner's insurance company for approval and that approval will be obtained prior to taking bids or starting work. The Engineer will be responsible for revising drawings, calculations, and other work but will not be responsible for any extra costs incurred due to proceeding with taking bids, ordering materials, or starting work before the drawings are approved by DSA, the local fire department, and the Owner's insurance company. Engineer's CAD files shall not be given to the Contractor; i.e., Contractor to be provided with prints only.

Acceptance: Authorized signatures in the space below will make this a binding contract on the parties hereto. This proposal is offered for acceptance within 15 days. If the proposal is acceptable please sign and return one copy. If you have questions please do not hesitate to call. A copy of my resume has been provided.

ACCEPTED AND AGREED TO ON _____

BY _____

FIRM _____

ADDRESS _____

Sincerely,

Glenn D. Peterson, FPE 1071
GlennPeterson@msn.com
2651 Carisbrook Drive
Oakland, CA 94611
Cell - 510-725-2743

S Meek Architecture

Professional Services Supplement

number 03

In accordance with the agreement dated 11/17/09

Between: Oakland Unified School District

And: S Meek Architecture

For the Project: Architectural and Engineering Services
Havenscourt New Classroom and Cafeteria and Building Project
OUSD#07030-2

Authorization is requested To proceed with additional services
 To proceed with revised scope of basic services
 To incur reimbursable expenses for consultant

Notification is made To proceed with additional services
 To proceed with revised scope of basic services

The following adjustment:

A request is made for costs associated with changing (2) of the four portable units to be used in the Interim Dining Project.

The Kitchen portable change was initiated by Carlin the vendor, based on a change in the available unit. This change was requested at the end of CD one week prior to DSA submission.
The restroom portable change was requested by OUSD due to changes on Cox ES site.

Compensation requested: Personnel time will be charged at the rate of \$180.00 per hour for the Electrical Engineer and \$100.00 per hour for CAD drawing services. Not to exceed Estimates are as follows

\$ 200 Electrical Engineer calculations
\$ 1500 Electrical drawing
~~\$ 1000 Architectural drawing~~
\$ 2700 TOTAL EXPENSE REQUESTED

Attachments: n/a

Approximate completion of proposed work: upon issuance to Cost Estimator: 10/13/10.

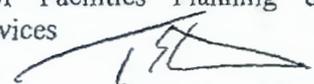
Submitted by:	Susannah Meek, 5/10/10	Authorization is given or notification is acknowledged by:	
	S Meek Architecture	OUSD	Date

LEGISLATIVE FILE

File ID No. 09-3279
Introduction Date 12-8-2009
Enactment No. 09-2511
Enactment Date 12-16-09
By RE

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
December 16, 2009

To: Board of Education

From: Tony Smith, Ed.D., Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services


Subject: Agreement for Professional Services - S. Meek Architecture -Havenscourt New Classroom and Cafeteria Building Project

ACTION REQUESTED

Approval by the Board of Education of a Professional Services Agreement between District and S. Meek Architecture for Architectural Service at Havenscourt New Classroom and Cafeteria Building Project in an amount not to exceed \$969,000.00. The term of this Agreement shall commence on December 17, 2009 and shall conclude upon completion of the desired services described herein, but no later than June 30, 2013.

BACKGROUND

Design and construction administrative services are necessary in order to demolish an existing portable and cafeteria building, construct a new two-story building, and install new AC paving, security fencing and exterior lighting.

STRATEGIC ALIGNMENT

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

DISCUSSION

The scope of the project is to provide design and construction administrative services for the Havenscourt New Classroom Building and Interim Housing Project. Services include schematic design, design development, preparation of construction documents, bidding and agency approval, construction administration and close out for both phases of the project.

FISCAL IMPACT

The funding source for this project is General Obligation Bond-Measure B.

RECOMMENDATION

Approval by the Board of Education of a Professional Services Agreement between District and S. Meek Architecture for Architectural Service at Havenscourt New Classroom and Cafeteria Building Project in an amount not to exceed \$969,000.00. The term of this Agreement shall commence on December 17, 2009 and shall conclude upon completion of the desired services described herein, but no later than June 30, 2013.

Key code: 2079901811-6215

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

S. MEEK ARCHITECTURE

FOR

**Architectural and Engineering Services
Havenscourt New Classroom and Cafeteria Building Project
Project No. 07030**

OAKLAND UNIFIED SCHOOL DISTRICT

November 17, 2009

RECEIVED
NOV 17 2009
OAKLAND UNIFIED SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement between OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94601 (hereafter "District") and S. Meek Architecture, 3040-24th Street, San Francisco, CA 94110 (hereinafter "Consultant").

RECITALS

WHEREAS, this Agreement sets forth the terms and conditions under which the District shall obtain and Consultant will provide professional Architectural and Engineering services for Havenscourt New Classroom and Cafeteria Building Project.

WHEREAS, Consultant was selected by means of the District's consultant selection process, represents itself as having the requisite qualifications, and desires to provide the professional services required;

Now, THEREFORE, the District and Consultant agree as follows:

1 Definitions

- 1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.
 - 1.1.1 **Agreement:** This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to:
 - 1.1.1.1 Appendix A, Scope of the Work, Scope of Services, Additional Services
 - 1.1.1.2 Appendix B, Compensation, Payment, Reimbursable Expenses
 - 1.1.1.3 Appendix C, Project Schedule, Project Budget, Statement of Confidentiality
 - 1.1.1.4 Appendix D, Consultant's Billing Rates and Direct Costs
 - 1.1.2 **Work:** The entirety of the work to be done in providing the District with the architectural consulting services described in this Agreement for the work, pursuant to the terms and conditions of this Agreement.

2 Term of the Agreement

- 2.1 The term of this Agreement shall commence on December 17, 2009 and shall conclude upon completion of the desired services described herein, but no later than June 30, 2013.

3 Services Consultant Agrees to Perform

- 3.1 Consultant must achieve the Work described in Appendix A, attached hereto and incorporated by reference as though fully set forth herein. Unless specifically excepted, the Consultant shall complete all services required by this Agreement, as set forth in Appendix A and all work of each activity within the times specified.
- 3.2 The Consultant shall keep District informed of its progress performing the Work. If Consultant anticipates exceeding the durations in the Schedule, it shall immediately inform the District in writing. Should the progress of the Work under this Agreement at any time fall behind schedule due to conditions not beyond the control of Consultant, Consultant shall be required to apply such

additional resources as necessary to bring progress of the Work under this Agreement back on schedule.

4 Compensation

- 4.1 Upon written approval of each of Consultant's invoices by District's project manager, compensation shall be due Consultant according to the Compensation Schedule established in Appendix B.
- 4.2 District shall have no obligation to pay Consultant for charges incurred or payments due Consultant for any payment period until District receives from Consultant the deliverables required for that payment period and accepts them as complying with this Agreement. Consultant shall submit invoices in the form and manner required by the District. All amounts paid by District to Consultant shall be subject to audit by District.
- 4.3 Final payment will be made when all Work required under this Agreement has been completed and Consultant has transmitted all deliverables to the District. The final payment will include the final month's payment, plus any retention withheld from previous payments for deficient work corrected in the final submittal, less any amounts which may be determined due District because of Consultant's negligent errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages.

5 Taxes

- 5.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Consultant.

6 Qualified Personnel

- 6.1 Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant agrees that any studies or analysis included in the Work shall be performed or prepared by principals-in-charge or supervised by principals-in-charge, and that principals-in-charge shall be in "responsible charge" of the work. Such principals-in-charge shall sign all applicable documents and other items as required.

7 Standard of Care

- 7.1 Consultant represents that it is qualified to perform the Work and that it possesses the necessary licenses and/or permits required to perform the Work. Consultant represents that it is knowledgeable in preparing the required documents for this type and scope of project.
- 7.2 The granting of any progress payment by District, or the receipt thereof by Consultant, or any review, approval or oral statement by any representative of District shall in no way waive or limit the representations and obligations in this section or lessen the liability of Consultant to re-perform or replace unsatisfactory Work. Nothing in this section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

8. Indemnification and General Liability

- 8.1 Consultant shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of Consultant or any person employed or agent engaged by Consultant.
- 8.2 Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, defend, and hold harmless District, its directors, officers, agents, employees, and representatives from and against any and all demands, claims, loss, liability costs and damages (whether in contract, tort or strict liability) incurred by District, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) incurred by District, or any other person, to the proportionate extent that it is alleged to have arisen out of or arises out of or is in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract. The indemnity and save harmless agreements expressed in this Section 8 shall not apply to the extent that doing so violates the provisions of Section 2782 of the California Civil Code.
- 8.3 Consultant shall place in its sub-consulting agreements and cause its sub-consultants to agree to indemnities and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.

9. Liability of District

- 9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. To the furthest extent permitted by law, and 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 or the services performed in connection with this Agreement.
- 9.2 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above.

10. Independent Contractor: Payment of Taxes and Other Expenses

- 10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between District and Consultant.

11. Insurance

- 11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage's:
- 11.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
 - 11.1.2 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for said self-insurance.
 - 11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting there from) and damage to property resulting from Consultant's or subcontractor's or sub-consultant's operations.
 - 11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
 - 11.1.5 Professional Liability Insurance with limits not less than \$1,000,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.
- 11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
- 11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
 - 11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:
- Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning & Management
955 High Street
Oakland, California 94601
- 11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a

claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

12 Suspension of Work

- 12.1 District may, without cause, order Consultant, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to Consultant of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.

13 Termination of Agreement for Cause

- 13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement or may fail to complete the Work as required by this Agreement, District may terminate the Consultant contract upon seven days written notice to the Consultant. The District may request from Consultant written assurances of performance and a written plan to correct observed deficiencies in Consultant's performance if written notice of the same is provided by District. Failure to provide written assurances, may, in District's discretion, constitute grounds to declare a default under this Agreement.
- 13.2 In the event of termination by District for cause

13.2.1 District shall compensate Consultant for the value of the Work delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back-charges, but District shall not compensate Consultant for its costs in terminating the Work or any cancellation charges owed to third parties;

13.2.2 Consultant shall deliver to District possession of the Work in its then condition, including but not limited to, all designs, engineering, Plan and Project records, cost data of all types, drawings and specifications and contracts with vendors and subcontractor or sub-consultants, and all other documentation associated with the work, and all supplies and aids dedicated solely to performing Work which, in the normal course of the Work.

14 Termination of Agreement for Convenience

14.1 District may terminate performance of the Work under the Agreement in accordance with this Paragraph in whole, or from time to time in part, whenever District shall determine that termination is in the best interest of District. Termination shall be effected by delivery to Consultant of notice of termination specifying the extent to which performance of the Work under the Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than seven (7) calendar days from the date the notice of termination is delivered. Consultant shall be compensated for professional services rendered to the effective date of termination for convenience. Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant or subcontractor (or sub-consultants) after receipt of a notice of termination.

15 Proprietary or Confidential Information of District

Consultant understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information, which may be owned or controlled by District, and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement, and shall sign the Statement of Confidentiality included herein as part of Appendix C.

16 Notices to the Parties

All notices to be given by the parties hereto shall be in writing and effective when served by depositing it in the United States Post Office, postage prepaid and addressed as follows:

To District: Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning & Management
955 High Street
Oakland, California 94601

To Consultant: Susannah Meek
S. Meek Architecture
3040-24th Street
San Francisco, CA 94110

17 Ownership of Results/Works for Hire

17.1 Any interest of Consultant or its subcontractors or sub-consultants, in plans, studies, reports, memoranda, computational sheets or other documents prepared by Consultant or its subcontractors or sub-consultants in connection with services to be performed under this Agreement shall become the property of District pursuant to California Education Code Section 39159. Consultant may, however, retain one copy for its files.

18 Audit and Inspection of Records

18.1 Consultant shall maintain all calculations, cost analysis or estimates, quantity takeoffs, statements of construction costs, schedules and all correspondence, internal memoranda, papers, writings, and documents of any sort prepared by or furnished to Consultant during the course of performing the Work, for a period of at least five years following final completion and acceptance of the Plan.

19 Subcontracting/Assignment/Interest

19.1 Consultant has not specified the use of any sub-consultants and subcontractors in the performance of the Work under this Agreement.

19.2 Except as provided in Paragraph 19.1, Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is approved by District in a written instrument executed and approved in the same manner as this Agreement. Consultant shall not substitute subcontractors or sub-consultants unless approved by written instrument executed and approved in the same manner as this Agreement.

20 Compliance with Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement. Consultant shall not discriminate in its employment and hiring practices because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in California Government Code Section 12940.

21 Disputes

21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's Project Manager and a principal of the Consultant, who shall make a good faith effort to resolve the matter. Consultant shall continue its Work throughout the course of any and all disputes. Nothing in this Paragraph shall allow Consultant to discontinue work during the course of any dispute and Consultant's failure to continue work during any and all disputes shall be considered a material breach of this Agreement. Consultant also agrees that should Consultant discontinue work due to a dispute or disputes, District may terminate this Agreement.

21.2 As a precondition to litigation, the parties must first participate in non-binding mediation pursuant to the mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified mediators.

22 This Agreement shall be deemed to have been executed in Alameda County. The laws of the State of California, excluding its conflict of laws rules, shall govern the formation, interpretation and performance

of this Agreement. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.

22.1 Four copies of this Agreement shall be executed. Three copies shall be retained by District and one copy shall be given to the Consultant.

23 Compliance With Laws

23.1 Consultant shall comply with all applicable laws in the performance of the Work, which are in effect at the time the Consultant is performing its Work, regardless of whether such laws are specifically stated in this Agreement. Consultant further agrees that, consistent with the Standard of care set forth herein, the plans, drawings, specifications, designs and any other product of its services will comply with that standard of care in their compliance with the applicable laws and Codes.

24 Entire Agreement; Modifications of Agreement

24.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement.

24.2 The District may, at any time, by written order, make changes within the scope of the work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Appendix B, or in the time of required performance as forth in Appendix C, or both. In the event that Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the District prior to the time that Consultant performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in written supplement to the Agreement prior to implementation of such changes. Changes in the work made pursuant to this Article and extensions of time necessary by reason thereof shall not in any way release the performance standards required of Consultant pursuant to the terms of this Agreement.

24.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and the Consultant.

IN WITNESS WHEREOF, Consultants has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this agreement.

CONSULTANT: S. Meek Architecture

By: Swannah Meek

Dated: 17 November 2009

Title: principal

OAKLAND UNIFIED SCHOOL DISTRICT

By: Noel Gallo
Noel Gallo, President, Board of Education

Dated: 12/17/09

By: Edgar Rakestraw, Jr.
Edgar Rakestraw, Jr., District Secretary

Dated: 12/17/09

By: Timothy E. White
Timothy E. White,
Assistant Superintendent of Facilities, Planning and Management,
Buildings & Grounds and Custodial Services

Dated: 11/23/09

Approved as to form:

Cate Boskoff
Cate Boskoff, Facilities Counsel

Dated: 11-20-09

Attachments: Appendix A
Appendix B
Appendix C
Appendix D

Consultant: S. Meek Architecture
School: Havenscourt Middle School
Funding: General Obligation Bond-Measure B

APPENDIX A

Scope of Services:

Consultant will provide professional architectural and engineering services pertaining to Havenscourt New Classroom and Cafeteria Building Project.

1. Provide Design and Construction Administration services
2. Schematic Design
3. Design Development
4. Preparation of Construction Documents
5. Bidding and Agency Approval

Scope of Work:

1. SCOPE OF WORK:

- 1.1 Project shall be developed and designed to meet the current professional standards regarding interpretation of all applicable and most current codes, laws, regulations, including State funding program regulations, and professional standards.
- 1.2 Consultant shall not, unless otherwise permitted in writing by District, propose or recommend any design, which has the effect of shifting design responsibilities from Consultant to contractor (or any other entity) through performance specifications or any other means. Performance specifications will be allowed only when necessary to preclude single vendor sources.
- 1.3 Consultant shall not, unless otherwise permitted in writing by District, specify unique, innovative, proprietary or sole source equipment, systems or materials.
- 1.4 Consultant design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA. Consultant shall meet with representatives of the District's operations and maintenance personnel to review, comment and participate in Consultant's design. The Consultant shall exercise its professional judgment respecting all ultimate design decisions.
- 1.5 **Initial Planning Phase:**
 - 1.5.1 Assist District in the preparation of architectural programming for the Project to define scope, size, cost, space relationship and site development, as requested by District.
 - 1.5.2 Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.
 - 1.5.3 Consultant shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line.

- 1.5.4 Consultant shall advise District in securing easements, encroachment permits, right of ways, dedications, infrastructures, and road improvements and coordinating with utilities and adjacent property owners.
- 1.5.5 Consultant and subconsultant design team shall participate in the District's High Performance Schools integrative design workshop, facilitated by the District Collaborative for High Performance Schools (CHPS) Program Manager. Consultant team will adhere to District's CHPS Guidelines, Owner's Project Requirements (OPR) and develop CHPS and/or Division of the State Architect (DSA) High Performance Schools (DSA/HPS) scorecards to be submitted to District and reviewing agencies.

1.6 Schematic Design Phase:

- 1.6.1 Consultant shall review any diagrammatic program guidelines furnished by the District to ascertain the requirements of the Project, shall review the understanding of such requirements with the District and shall finalize the program and scope of work with the District and school site representative.
- 1.6.2 Consultant shall prepare schematic design studies and site utilization plans leading to a recommended solution based on meetings with site personnel and District project manager.
- 1.6.3 Consultant shall research, assemble, review and supplement information for Project including, but not limited to, field measurements as required to verify existing drawing information or ADA compliance reports, existing design data, existing structural capabilities as it pertains to scope of work, existing mechanical capabilities, and existing electrical capacities.
- 1.6.4 Consultant shall prepare preliminary plans, schematic drawings, and phasing plans showing the scale and relationship of the components of the Project. Consultant shall prepare the plot plan development of the site and the proposed architectural concept of the buildings, incorporating the educational program, the functional requirements and high performance (CHPS) guidelines of the District reflected in the Owner's Project Requirements. Such drawings and plans shall meet the requirements of the State Department of Education regulations and guidelines, and shall be prepared in such form as may be submitted to the State Department of Education for approval. Such drawings and plans shall show in single-line drawings all rooms incorporated in each building in the Project, and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project.
- 1.6.5 Consultant shall be responsible for maintaining and updating any DGS/HPS and CHPS scorecards developed in the workshop referred to in 1.5.5 above, as well as begin documentation of targeted design credits.
- 1.6.6 If directed by the District at the time of approval of modernization documents, the documents shall be prepared so that portions of the Project may be performed under separate modernization contract, or so that modernization of certain buildings, facilities, or other portions of the Project may be deferred. The District recognizes that there are additional costs incurred by the creation of separate document packages. Consultant and District agree to negotiate in good faith a fair and reasonable compensation to the Consultant if District selects to have documents prepared so that portions of the Project may be performed under separate modernization contract or deferred as described in this section.
- 1.6.7 Consultant shall submit a preliminary cost estimate, in the format required by the District, which shall verify that the proposed scope of work is within the approved budget. If Consultant perceives site considerations, which render the

Project cost prohibitive, Consultant shall disclose such conditions in writing to District immediately.

- 1.6.8 The District shall provide the Consultant with record drawings (“as built drawings”) and surveys in its possession to assist the Consultant in determining the proper location of all improvements on existing sites. Consultant shall verify the accuracy of such information and as-built drawings by means of a thorough interior and exterior visual survey of the site conditions, including the roofs of buildings where work on roofs is to occur.

1.7 Design Development Phase:

- 1.7.1 Upon approval by the District of the services set forth in Paragraph 1.6 above, Consultant shall prepare design development documents consisting of site plans, floor plans, elevations, and any other documents and drawings sufficient to fix and describe the size, character, and high performance aspects of the Project’s materials, quantities, categories of work, structural systems, day lighting strategies, low energy mechanical systems, electrical systems, types and makeup of materials, outline specifications, and preliminary Title 24 energy analysis.
- 1.7.2 Consultant shall prepare an updated estimate of probable construction costs, containing detail consistent with the design development documents and containing a breakdown based on types of materials and specifications identified in the design development documents.
- 1.7.3 Consultant shall prepare a timetable for completion of the Project.
- 1.7.4 Consultant shall use its best professional efforts to interpret applicable ADA requirements and California law to inform District of any inconsistencies between federal and state accessibility regulations and of requirements which are subject to conflicting interpretations of law.
- 1.7.5 Consultant shall be required to attend meetings with the project team, consisting of the principal, District project manager(s), District commissioning agent, if applicable, site committee, community and others as designated by the District to finalize design intent and desires of the District.
- 1.7.6 Consultant may be required to attend meetings of the School Board, as required by District.
- 1.7.7 Consultant shall provide a color schedule of all materials and selections of textures, finishes, and other matters requiring an aesthetic decision at this phase of the Project for District’s review and approval.
- 1.7.8 Consultant shall apply for PG&E’s energy efficiency rebate program(s) such as Savings by Design,(SBD), where applicable, and register the project online with either CHPS Verified or CHPS Designed program, as determined by the District.

1.8 Construction Documents Phase:

- 1.8.1 Upon approval by the District of the services set forth in Paragraph 1.7 above, Consultant shall prepare such complete working drawings, specifications, final Title 24 energy analysis and high performance (DGS/HPS and CHPS) schools scorecard and documentation as are necessary for obtaining complete bids, and for efficient and thorough execution of the Work. The final working drawings and specifications shall set forth in detail the work to be done, materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical and electrical systems and utility service connection equipment and site work.
- 1.8.2 District shall specify the final construction budget at the commencement of the construction documents phase. Should it become evident that the total

construction cost will exceed the construction budget, Consultant shall at once present a statement in writing to District setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

- 1.8.3 Consultant shall recommend alternates to reasonably provide competitive bids and phasing plans to accommodate facilities occupied during the construction phase.
- 1.8.4 Final working drawings and specifications must be in such a form as will enable Consultant and District to secure the required permits and approvals from the Division of the State Architect, including any DSA/HPS section review, and for the District to obtain, by competitive bidding, a responsive and responsible bid as well as OPSC funding including any high performance schools incentive grants. The final working drawings shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Consultant.
- 1.8.5 District shall review, study and check final working drawings and specifications presented to it by Consultant. Consultant shall make all District-requested changes, additions, deletions, and corrections in the final working drawings and specifications so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval. Changes shall be made at no additional cost to District unless such changes are inconsistent with previous written direction provided by the District, as evidenced by written documentation from the District showing such inconsistency. Consultant shall bring any such conflicts and/or inconsistencies to the attention of the District by a writing to such effect.
- 1.8.6 Consultant shall provide copies of final working drawings and specifications as required by federal, state, regional and local agencies concerned with the Project, including the State Department of Education and the Division of the State Architect.
- 1.8.7 Consultant shall apply for and obtain required approvals from the Division of the State Architect and all other applicable governmental agencies, including assistance in completing State Allocation Board (SAB) forms to apply for and receive State program and High Performance School Incentive grant funding through the Office of Public School Construction (OPSC), if project is eligible, and shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities. Consultant shall cause drawings and specifications to conform to applicable requirements of law – local, regional, and state – and to the requirements of the State Department of Education and Division of the State Architect with regard to structural safety, earthquake safety, fire/life safety, applicable high performance schools (DGS/HPS) requirements, and access compliance. Consultant shall cause the necessary copies of such drawings specifications, and any supplemental documentation to be filed with these bodies for approval.
- 1.8.8 Consultant shall complete submission of Design credits to applicable CHPS program for review, and submit final drawings, Title 24 energy analysis and other documentation as necessary for completion of any PG&E energy efficiency rebate (SBD) program.

1.9 **Bid Phase:**

- 1.9.1 If so required by District, Consultant shall assist District in completion of construction bid documents, including, but not limited to, Advertisement for

Bids, Information to Bidders, Bid Forms (including Alternate Bids as requested by District), Bonds, General Conditions, Special Conditions, form of Agreement, Disabled Veteran Business Enterprise preference forms, and/or affirmative action documents, if required, and any other documents reasonably required in order to obtain bids responsive to the specifications. All such documents shall be subject to the approval of the District. At the time of delivery of the completed construction documents, Consultant shall provide District with its final written itemized estimate of probable construction costs.

- 1.9.2 Consultant shall provide one set of reproducible construction documents either to District or to the District's designated alternate location, or Consultant shall distribute plans and specifications and maintain bidders' list as directed by District. All reproduction for Consultant's own purposes, including but not limited to in-house reproduction, reproduction for engineering consultants, and computer drawing/plotting shall be at no additional cost to District.
- 1.9.3 Consultant shall conduct no more than two (2) pre-bid walks with potential bidders.
- 1.9.4 If the lowest responsive bid exceeds the final construction budget by more than ten percent (10%), District may request Consultant to amend the final drawings and specifications and conduct additional pre-bid walks, at no additional expense to District, to re-bid the Project so that bids are within ten percent (10%) of the final construction budget.

1.10 **Construction Phase:**

- 1.10.1 Observation of the work executed from the construction documents shall be in person by Consultant.
- 1.10.2 Consultant shall provide general administration of the Project as detailed in the scope of services.
- 1.10.3 The construction phase shall commence with the Notice to Proceed to the contractor, and will terminate upon written recommendation by Consultant for final payment on the prime contract, approval by the District that the Project is complete, and with filing of a Notice of Completion with the County Recorder.
- 1.10.4 Upon completion of Construction Phase, Consultant shall submit either remaining Construction Review credit documentation with signed CHPS scorecard to CHPS Verified Program for final review and certification by CHPS for CHPS rating of project, OR final signed CHPS scorecard verifying project built as intended to meet claimed credit requirements for self-certification as CHPS Designed.

2. **SCOPE OF SERVICES:**

- 2.1 District employs Consultant as an Architect pursuant to Government Code Section 53060 to perform the necessary professional services of this Agreement. Consultant represents that Consultant is fully licensed, qualified and willing to perform the services required by this Agreement, and that it has the special training, skill and expertise necessary to design, supervise the project development and provide contract administration for the construction of the Work. Consultant represents that it will at all times act with the District's best interest in mind. Consultant shall name a specific person who is fully licensed to practice as an architect in the State of California to be the designated Consultant's project manager, subject to the approval of the District. The designated architect shall maintain personal oversight of the project and act as principal contact for

- all parties involved in the Project. Any change in the designated architect shall be subject to the approval of the District.
- 2.2 Consultant shall have adequate personnel, facilities, equipment and supplies to complete the work of this Agreement.
- 2.3 Consultant shall engage all the appropriate architects, engineers, or other persons qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of all parties engaged by the Consultant for the execution of the Work of this Agreement. Consultant shall notify District of the identity of all parties engaged for the Project prior to the commencement of their work. Consultant shall fully coordinate all architects, engineers and other parties involved in completing the Work. The objective of this coordination is to provide a complete, comprehensive and workable design in which the work of Consultant and each of its subconsultants is properly interfaced and coordinated with regard to details and systems.
- 2.4 All engineers, architects and other parties engaged to provide services for this Agreement shall be required to show evidence of a policy of professional liability insurance, if commercially available, meeting the same requirements as those required of Consultant in this Agreement.
- 2.5 Consultant shall promptly obtain written District approval of assignment and/or reassignment or replacement of such architects, engineers or other parties engaged for the work of this Agreement or of other staff changes of key personnel working on the Project. Any changes in Consultant's Project representatives and staff for the Project shall be subject to the approval of the District.
- 2.6 All architects, engineers, draftspersons, clerical personnel and others engaged to perform services under this Agreement shall be retained by Consultant at Consultant's sole expense.
- 2.7 Consultant shall coordinate its work, if required, with the work of the District's separately contracted hazardous materials consultants. Such coordination shall not impose on Consultant any responsibility for the work of the hazardous materials consultant. Consultant shall, however, consider the work of the hazardous materials consultant in development of construction phasing, overall cost estimates, design scope, and product specifications.
- 2.8 Consultant shall provide District with a copy of all written communications and submittals to third parties regarding the Project.
- 2.9 **Construction of the Project:** Consultant shall provide general administration of the Construction Documents, including, but not limited to, the following: The Architect's responsibility to Provide Basic Services for the Construction Phase under this agreement commences with the award of the Contract for Construction and terminates at the earlier of the Issuance to the Owner of the Final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, unless extended under other terms of this agreement. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with the consent of the Contractor, which shall not be unreasonable withheld. The Architect shall be a representative and shall advise and consult with the Owner (1) during until the final payment to the contractor is due, and (2) as an Additional Service at the Direction from time to time during the correction period in the Contract for Construction. The Architect shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written agreement.
- 2.9.1 Attend a pre-construction meeting with all interested parties.

- 2.9.2 Conduct site visits as often as necessary and appropriate to the stage of construction, but at least one visit per week, to observe the contractor's work for conformance with the plans and specifications and to confirm work is progressing in accordance with the Construction Documents and contractor's schedule.
- 2.9.3 Conduct site visits to communicate and observe the activities of the Project Inspector, who is mutually acceptable to Consultant and District, and employed by District. Consultant shall direct the Project Inspector and/or contractor and coordinate in the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to underground utility lines.
- 2.9.4 Cooperate with any District-hired Building Commissioning Agent in commissioning activities requiring Consultant's coordination.
- 2.9.5 Cause engineers and other parties engaged for the work to observe the work completed under their disciplines as required, and approve and review all test results for conformance with the original approved documents for their portion of the Work.
- 2.9.6 Make regular reports as may be required by the applicable federal, state, regional or local agencies.
- 2.9.7 Attend all construction meetings and provide written reports to the District, as requested, after each construction meeting to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, but no less than one meeting per week unless specifically directed otherwise by the District.
- 2.9.8 Make written reports as necessary to inform District of problems arising during construction, changes contemplated as a result of each such problem, and progress of the work.
- 2.9.9 Keep records of construction progress and time schedules and advise contractor and District of any deviations from the time schedule, which could delay timely completion of the Project.
- 2.9.10 Check and process, in a timely manner, all required material and test reports and report to the Division of the State Architect, the contractor and the District any deficiencies in material as reflected by those reports, with recommendation for correction of such deficiencies.
- 2.9.11 Review and respond in a timely manner, but in no case in excess of ten (10) calendar days, to all schedules, submittals, shop drawings, samples, and other submissions of the contractor for compliance with design and specifications, and to ensure timely completion of the work.
- 2.9.12 Review and respond to all Requests for Information (RFIs) in a timely manner, but in no case in excess of five (5) calendar days.
- 2.9.13 Promptly reject, as confirmed with District, any work or materials, which do not conform to the Construction Documents and notify District in writing of such rejection.
- 2.9.14 Consult with District with regard to substitution of materials, equipment, and laboratory reports thereof prior to the final approval of such substitutions by District in writing.
- 2.9.15 Consultant shall prepare all documents and/or drawings made necessary by errors or omissions on the part of the Consultant or Consultant's subconsultants at no additional cost to District.
- 2.9.16 Evaluate and notify District, in a timely manner and in writing, of any change requests, material change or changes, requested or necessary, in the plans and

specifications of the Project. Written notification may be by way of providing District with a copy of such request. Consultant shall not order contractors to make any changes affecting contract price without approval by the District of a written change order request.

- 2.9.17 Examine, verify and approve contractor's monthly application for payment and issue certificates for payment for work and materials approved by the Project Inspector which reflect Consultant's and District's recommendations as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for some other reason.
- 2.9.18 Provide technical direction and interpret Contract Documents for Project Inspectors, conduct a review of the daily inspection reports submitted by Project Inspectors, and issue such recommendations to the District as the evaluation of the report data indicates necessary to insure that all work strictly complies with the requirements of the Contract Documents.
- 2.9.19 Render prompt advice to District on claims, disputes, and other matters in question between the contractor and District relating to the execution or progress of the work or the interpretation of the Contract Documents.
- 2.9.20 Analyze and advise the District as to acceptability of test reports, methods, materials, equipment and systems.
- 2.9.21 In conjunction with District, determine date of completion.

2.10 **Construction Close-out:**

- 2.10.1 After being notified that the Project is nearing completion, Consultant shall prepare the punchlist(s), incorporating all comments from Project Inspector, principal, and District project manager. Consultant shall participate in the final review of the Project and review completion of punchlist items. Consultant shall notify contractor in writing, with copies to District, that all deficiencies and punchlist items must be corrected prior to acceptance of the Project and final payment.
- 2.10.2 Review materials assembled by contractor and deliver to District complete written warranties, guarantees, owner's manuals, instruction books, diagrams, record drawings ("as built") and any other materials required from the contractors in accordance with the Contract Documents.
- 2.10.3 Make further review necessary to issue Consultant's Notice of Completion and final certificate for payment.
- 2.10.4 Cause Consultant's subconsultants to file required documentation with governmental agencies necessary to close out Project.
- 2.10.5 Assist District in fulfilling requirements of authorities and funding agencies relative to disbursements made under the construction contract for the Project.
- 2.10.6 Procure permits and coordinate all regulatory authorities as necessary to procure approvals and assure compliance with applicable laws.
- 2.10.7 Prepare and submit such periodic reports as may be required, including but not limited to Form SSS-6A/E to the Department of General Services, Division of the State Architect.
- 2.10.8 Prepare and/or furnish all documents necessary for final approval and/or acceptance to the Division of the State Architect. Obtain final Division of State Architect certification of compliance with regulations and/or such other approval or certification as may be normal for the Project as contemplated by this Agreement, including requirements of the State of California, Department of Education, Office of Public School Construction, State Allocation Board, or any

other governmental agency or lending authority having jurisdiction over the Project.

- 2.10.9 On approval by District, Consultant shall forward to District two sets of plans and specifications corrected to "as built" conditions by the Contractor and reviewed by the Consultant for accuracy. Consultant shall also deliver a computer file in TIFF format of the same document at a minimum 300 d.p.i. resolution. The Consultant shall also deliver two sets of the original DSA approved plans and specifications in original word processing and CAD file format; and one set of completed high performance schools documentation with final DGS/DSA scorecard and signed HPI-1 form in electronic file format, pdf or other acceptable format. If Record drawings are required by the District, the plans and specifications shall be provided to the District in a computer file in a format designated by District. District shall be provided with a computer file in TIFF format containing the plans and specifications of the Consultant or other subconsultants on the Project.
- 2.10.10 Assist in the start-up, testing and placing in operation special equipment and systems.

2.11 District Responsibilities

- 2.11.1 Make available to Consultant all necessary data and information concerning the purpose and requirements of the Project.
- 2.11.2 Depending upon the scope of the Project, furnish Consultant with, or direct Consultant to procure at District expense, a survey of the Project site preparation by a registered civil engineer or surveyor and any other record documents which shall indicate existing structures, land features, improvements, sewer, gas, electrical and utility lines, topographical information and boundary dimensions of the site. District shall provide or direct Consultant to provide a soils investigation report and geological report, if required by law and by the scope of work.
- 2.11.3 Appoint and pay, upon mutual agreement with Consultant, a Project Inspector as provided by state law. Said Project Inspector shall be qualified and approved by Consultant and the Division of the State Architect, shall be under the direction of Consultant, and shall be responsible to, and act in accordance with, the policies of District. Administration by Consultant shall be in addition to continuous inspection of Project Inspector.
- 2.11.4 Assist in distribution of plans and specifications and conduct the opening of bids.
- 2.11.5 Furnish surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known for the proper development of the required drawings and specifications and to determine soil condition.
- 2.11.6 Retain a testing service for materials and inspection as required by Title 21 of the California Code of Regulation.
- 2.11.7 Direct pay or reimburse the payment of all fees required by any reviewing or licensing agency.
- 2.11.8 Designate a representative to act as liaison between Consultant and District in administration of the Agreement and the Construction Documents.
- 2.11.9 Review all documents submitted by Consultant, including change orders and other matters requiring District's Governing Board approval. Advise Consultant of decisions pertaining to such documents within a reasonable time after submission.
- 2.11.10 Notify Consultant of any deficiencies in material or workmanship that become apparent during contractor's warranty period.

- 2.11.11 Furnish such legal advice and services as may be required in the opinion of the District to protect District's interest in Project.
- 2.11.12 Nothing in this Agreement nor any act or failure to act on the part of the District shall be construed as a waiver of a claim by District for any defects or deficiencies in the drawings and/or specifications or of the construction supervision required of Consultant.
- 2.12 Consultant shall be paid by District on a monthly basis, based upon percentage of work completed as defined in fee breakdown included in Appendix B. In order to receive payment, Consultant shall present an invoice for approval by District's project manager or representative.
- 2.13 For all invoices or statements from Consultant for additional services or billings based on hourly fees, Consultant shall present an itemized detailed accounting for all hours incurred.
- 2.14 Consultant shall be liable for any damages and costs incurred by, and any claims against, District that result from Consultant's negligence in performance of this Agreement. Additionally, Consultant shall not be paid a fee for work required due to Consultant's negligence or the negligence of Consultant's subconsultants engaged to provide services under this Agreement. Consultant shall familiarize himself/herself with actual condition of the site and buildings by conducting a physical examination of the premises, including any roofs, crawlspaces or attics where work of the contract is scheduled to occur.

3. ADDITIONAL SERVICES:

For the purposes of this Agreement, "Additional Services" shall mean those services, which exceed the scope of Basic Services to accomplish the Scope of Work outlined above. Prior to rendering any such services, Consultant shall advise District if it believes the services constitute Additional Services, and shall proceed with such services only after written approval from District. Consultant shall be compensated for Additional Services at the quoted hourly rates set forth in Appendix D. The following services shall be considered extra services:

- 3.1 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Consultant's deficient performance.
- 3.2 Property surveys, engineering surveys and staking, to the extent not required by other provisions of this Agreement.
- 3.3 Preparing to serve or serving on behalf of the District as an expert witness in connection with any arbitration, administrative or other proceeding, or legal proceeding.
- 3.4 Services to verify accuracy of geotechnical reports.
- 3.5 Services related to the selection of moveable furniture and equipment.
- 3.6 Services caused by the delinquency, default or insolvency of the contractor or by major defects in the work of the contractor in the performance of the construction contract, provided that such services made necessary by the failure of Consultant to detect and report such matters shall not be compensated.
- 3.7 Observation of repairs of damages to structure.
- 3.8 Providing additional insurance coverage requested by District beyond that specified in this Agreement. Consultant shall comply with this request and insurance shall be provided at Consultant's cost.

All work required as a result of any failure on the part of Consultant to perform its obligations under this Agreement shall be performed by Consultant at no additional cost to District and shall not be deemed to be Additional Services

End of Appendix A

APPENDIX B

1. **COMPENSATION AND PAYMENT:**

1.1 As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid a Not To Exceed amount **nine hundred sixty nine thousand dollars and no cents (\$969,000.00)**, including all reimbursables, based on billing rates outlined below. The total amount of the fee is \$969,000.00, which is a negotiated fee between the District and the Consultant. The total Consultant fee shall be increased only after both parties have entered into properly executed modifications to this Agreement.

1.2 A separate invoice shall be submitted for payment. Invoices should not be submitted in periods more frequent than monthly. The accumulated amount shall not exceed the percentage of completion of the services as estimated by the Consultant and approved by District. All invoices shall be accompanied by a District Form "Consultant Invoice and Status Report".

2. **FEE SCHEDULE**

2.1 Payments for services shall be made in accordance with a schedule of completion as follows:

Schematic Design Phase: New Building Package 2 Preliminary investigation and schematic design, including submittals	13%	\$115,310.00
Interim Building Package 1		\$8,060.00
Design Development Phase: New Building Package 2 Preparation of design development drawings based upon approved preliminary submittals	15%	\$133,050.00
Interim Building Package 1		\$9,300.00
Construction Documents Phase: New Building Package 2 Preparation of contract based upon approved design development submittals	45%	\$399,150.00
Interim Building Package 1		\$27,900.00
Bidding and Public Agency Approval Phase: New Building Package 2 Services during bid phase and agency approvals	5%	\$44,350.00
Interim Building Package 1		\$3,100.00
Construction Phase: New Building Package 2 Contract administration services during construction	17%	\$150,790.00
Interim Building Package 1		\$10,540.00
Closeout Phase: New Building Package 2 Services provided during construction closeout	5%	\$44,350.00
Interim Building Package 1		\$3,100.00
SubTotal	100.00%	\$949,000.00
Reimbursables		\$20,000.00
TOTAL		\$969,000.00

Agency Reimbursable

Fire Marshall review – new building hydrant	\$2,000.00
Fire Marshall review-interim housing	\$1,000.00
Vehicular kitchen permit	\$0.00
Vehicular kitchen certification	\$247.00
Alameda Environmental Health Department review	\$825.00
Alameda Environmental Health Department Review-Interim Housing	\$660.00
EBMUD fees/hydrant fees	
-Water service application	\$300.00
-Water flow reading	\$300.00
DSA portable application fee (based on \$600K)	\$5,300.00
CHPS Verified Registration	\$900.00
CHPS Verified Review (between 32-37 points)	\$1,800.00
New Hydrant or new site elec. Engineering fees	\$3,000.00
SUBTOTAL	\$16,332.00
Contingency + fee increase est. at 20%	\$3,266.00
GRAND TOTAL	\$19,598.00

ADDITIONAL PROVISIONS

The Consultant shall, at no additional cost to District, make any changes in approved plans and specifications necessary to obtain a responsible and responsive bid, which is acceptable to, and within the cost standards established by District.

The Consultant shall not perform or receive payment for extra cost services of this contract without specific prior written approval of District.

Consultant's compensation shall be based upon the negotiated contract compensation amount, with payment to be made in accordance with the above noted schedule. The parties understand and agree that the negotiated contract price may be increased by an amount to be negotiated between the parties to cover additive change orders, or the negotiated contract price may be decreased by an amount to be negotiated between the parties to cover deductive change orders. The parties agreed to use their best efforts to negotiate a reasonable increase or decrease in the contract price, in the event that the scope of work for the design services is changed.

The final five percent (5%) of Consultant's fee for the construction project Closeout phase shall be retained by District until final acceptance of the project by District and delivery from Consultant of all close out items, inclusive of those required by all governing agencies.

REIMBURSABLE EXPENSES

Reimbursable Expenses requiring approval (written or verbal) by the District prior to charging for reimbursement include, but are not limited to the following:

Travel expenses for airfare, reasonable lodging and car rental.

Regulatory agency and permit filing fees that are specific to the Project.

Unique presentation or printed material only and specifically as requested by District, including presentation models, aerial/reproducible sets, additional District check sets, and presentation supplies beyond that which the Consultant typically uses.

Mileage beyond a 50 mile radius of Consultant's office, in connection with the performance of Basic and/or Additional Services, at the Federal rate for mileage reimbursement at the time of this Agreement.

Postage or delivery service for printed documents.

Express/overnight mailings.

Expenses incurred by the Consultant which are not Reimbursable Expenses include, but are not limited to the following:

Printing and reproduction expense for Consultant and sub-consultant for coordination, submission to agencies having jurisdiction, check sets or reviews, concept drawings and presentation working models.

Deliverable for each phase of the Work: 3 full size copies of all required drawings and outline specifications at completion of Schematic Design and Design Development phases; 5 copies of half-sized plans, along with specifications and calculations at 75% completion of Construction Document phase; 3 full size copies of plans, specifications and calculations at 100% Construction Document phase; 3 full size plans and specifications to District and 1 full size record set for Division of the State Architect at DSA approval phase; and Original project construction documents - 1 set of record prints and electronic files at Project Closeout Phase.

Photographs

Office supplies, labels, postage stamps, local phone calls.

clerical support.

Computer hardware and software.

Long distance telephone calls.

Facsimile transmissions.

All CAD costs, including plotting and operations costs.

Invoices submitted by the Consultant for Reimbursable Expenses shall include the following:

All invoices shall clearly indicate dollar value, purpose of charge, recipients, and any authorization if necessary for each separate expense.

All invoices for Reimbursable Expenses shall be at cost of service, and shall not include a mark-up or surcharge beyond the cost of service and any applicable taxes.

Consultant shall ensure that all sub-consultants adhere to the above reimbursable expense requirements while rendering services for the purposes of this Agreement.

5. ADDITIONAL SERVICES

Consultant shall be paid for additional services not originally contemplated by the parties to this Agreement as follows, provided the additional services have received advance written approval by the District:

Five percent (5%) of the cost of furnishings, equipment, or other articles incorporated in the Construction Documents by Consultant and not included in the cost of the Work.

Special sub-consultants, prior approval of which is required, shall be paid at a multiple of 1.05 times the amount billed to Consultant for services, or the equivalent of a five percent (5%) markup.

End of Appendix B

APPENDIX C

Project Schedule:

The consultant shall complete the scope of services and deliver to the Owner all documents, reports and other deliverables per the following schedule:

NEW BUILDING SCHEDULE

Description	Start Date	Completion
Scoping	12-17-2009	2-8-2010
Design	2-9-2010	4-7-2010
Review	4-8-2010	11-4-2010
DSA/Bid	11-5-2010	1-3-2011
Construction	1-4-2011	10-9-2012
Target Move-In Closeout	10-13-2012	10-29-2012

INTERIM BUILDING SCHEDULE

Description	Start Date	Completion
Scoping	12-17-2009	1-14-2010
Design	1-15-2010	2-5-2010
Review	2-8-2010	3-17-2010
DSA/Bid	3-18-2010	6-11-2010
Construction	6-14-2010	8-14-2010
Target Move-In Closeout	8-14-2010	9-14-2010

Project Budget:

The budget established for the entire project scope of work is not to exceed \$969,000.00. The Consultant shall advise the District in writing at any time during the progress of the work if there is any indication that the cost of the project will exceed the above budget. The consultant understands and agrees that consultant's compensation amount is a sum that is negotiated between District and consultant and such amount is not calculated based upon the overall Project Budget.

Statement of Confidentiality:

This Confidentiality agreement is between S. Meek Architecture, (hereinafter referred to as "Consultant"), and the Oakland Unified School District (hereinafter referred to as "District"), in anticipation of architectural and engineering services pertaining to the Havenscourt New Classroom and Cafeteria Building Project.

Consultant agrees to keep confidential and not disclose to anyone other than the Superintendent, his/her designee, and authorized personnel in the District's Facilities Planning and Management and Legal Departments, information obtained by or provided to Consultant pursuant to consultant's anticipated or actual work, to the extent allowed by law. Consultant further agrees to have each employee, independent contractor or sub-consultant retained or hired by Consultant agree to these confidentiality provisions and sign a copy of this Agreement prior to performing any work.

Upon conclusion of any services performed by Consultant, Consultant agrees to return to the Director of Facilities of the District all documents obtained by or provided to consultant, along with any documents created by Consultant as a part of consultant's work.

Consultant and District agree that this agreement is being entered into in advance of any actual work being performed and this agreement does not create any interest expectation in any work to be performed.

Susannah Meek Date: 17/11/09

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

End of Appendix C

APPENDIX D

Consultant's Billing Rates and Direct Costs:

Fee Schedule:

Consultant shall be compensated for basic services and additional services at the following hourly rates as set forth below:

	Principal	Sr. Mgr	Project Manager/Job Captain	Design/Tech Project Staff	Admin Drafting
Architectural	\$120.00	\$100.00	\$90.00	\$80.00	\$60.00
Mechanical	\$195.00	\$155.00	\$130.00	\$110.00	\$85.00
Electrical	\$180.00	\$150.00	\$135.00	\$110.00	\$70.00
Structural	\$180.00	\$150.00	\$120.00	\$110.00	\$55.00
Cost Estimator	\$162.00	\$135.00	\$115.00	\$90.00	\$65.00

End of Appendix D

Client#: 1586

SMEEK

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/02/09

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675 Attn: KXC
Oakland, CA 94604-2675
510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
S Meek Architecture
3040 - 24th Street
San Francisco, CA 94110

INSURER A Hartford Casualty Insurance Co.
INSURER B
INSURER C
INSURER D
INSURER E

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC	57SBAKB0015	12/01/09	12/01/10	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57SBAKB0015	12/01/09	12/01/10	COMBINED SINGLE LIMIT (Each accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS LIABILITY DEDUCTIBLE RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				VAC STATUS - CTR. \$ TORY LIMITS - ER \$ EL EACH ACCIDENT \$ EL DIS/SLAC - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS, ADDED BY ENDORSEMENT/SPECIAL PROVISIONS FOR PROPOSAL PURPOSES ONLY

CERTIFICATE HOLDER

ADDITIONAL INSURED, INSURER LETTER

CANCELLATION

IF POLICY OR ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Margaret M. Bennett

ACORD 25 (11/01) of 1-6 FM260432

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ROUTING FORM

Check contract title: Professional Services Contract Amendment to PCS Havenscourt New Classroom and Cafeteria Building

This Form is **NOT** a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information					
Contractor Name	S. Meek Architecture			Contractor's Contact Person	Susannah Meek
Street Address	3040-24th Street			Title	Project Manager
City	San Francisco			Telephone	415-543-5505
State	CA	Zip Code	94110	Policy Expires	12-1-2010
Tax ID/Soc Sec #				OUSD Contract #	07030
Has Contractor been an OUSD contractor?			Has Contractor worked as an OUSD employee?		
If yes to either, list the name(s) and tax ID/social security number(s), if different.					

Term			
Date Work Will Begin	December 17, 2009	Date Work Will End By <small>(not more than 5 years from start date)</small>	June 30, 2013

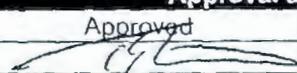
Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$969,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information																			
Funding Resources				Org Key #								Object				Amount			
				Site		Program				F	Unique								
2	1	2	2	2	0	7	9	9	0	1	8	1	1	-	6	2	1	5	\$969,000.00
																			\$

Name of Funding Source: General Obligation Bond-Measure B

Program Information - Indicate the Number of Persons to Benefit from Services							
Grade Level (s)	Students	Teachers	Parents				
Administrators	Others (Please Specify)						

OUSD Contract Originator Information			
Name of OUSD Contact	Charles Love	Email	Charles.love@ousd.k12.ca.us
Telephone	510-879-8389	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head			
Program Manager			
Contract Services			11-19-07
FCMAT Fiscal Advisors			
State Administrator			

Additional approvals may be needed if contract amount is greater than \$59,600

Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:
----------------------	------------------------	--------------	--------------

Contract Office Use Only			
Dates of Clearance	Submitted by: _____	Email Address	_____
TB _____	Fingerprint _____	YTD \$ _____	Full Funding in Req. _____
		Current Employee _____	Unit Member Work Conflict _____



AMENDMENT, AGREEMENT FOR ARCHITECTURAL SERVICES ROUTING FORM

Project Information

Project Name	Havenscourt New Cafeteria & Classroom Building	Site	207
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Basic Directions

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

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

Contractor Information

Contractor Name	S. Meek Architecture	Agency's Contact	Susannah Meek		
OUSD Vendor ID #	V022417	Title	Architect of Record		
Street Address	3040 24 th Street	City	San Francisco	State	CA
Telephone	415-543-5505	Policy Expires	1-28-2018		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	07030				

Term

Date Work Will Begin	12-31-2014	Date Work Will End By <small>(not more than 5 years from start date)</small>	5-30-2016
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$1,023,420.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 12,500.00
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
9599	Measure B	2079901816	6215	\$12,500.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature			Date Approved	2/9/16
2.	General Counsel, Department of Facilities Planning and Management				
	Signature			Date Approved	2-9/16
3.	Interim Deputy Chief, Facilities Planning and Management			Date Approved	
4.	Senior Business Officer			Date Approved	
	Signature			Date Approved	
5.	President, Board of Education			Date Approved	
	Signature			Date Approved	