

Board Office Use: Legislative File Info.	
File ID Number	13-2830
Committee	Facilities
Introduction Date	1-15-14
Enactment Number	14-0091
Enactment Date	Jan 15, 2014



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Dr. Gary Yee, Ed.D., Acting Superintendent and Secretary, Board of Education
By: Vernon Hal, Deputy Superintendent, Business Operations
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date January 8, 2014

Subject Amendment No. 4, Independent Consultant Agreement - Byrens Kim Design Works- Roosevelt Middle School Modernization Project

Action Requested Approval by the Board of Education of Amendment No. 4, Independent Consultant Agreement for Professional Services with Byrens Kim Design Works for Division of State Architect (DSA) Close-out Services on behalf of the District at Roosevelt Middle School Modernization Project, in an amount not-to exceed \$7,679.10, increasing previous contract amount from \$38,000.00 to a not to exceed amount of \$45,679.10. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Previous project has to be DSA certified before any future projects for this site can be submitted for approval. Previous architect was unwilling to accommodate close out certifications.

Local Business Participation Percentage 100.00

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety,



reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland 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. 4, Independent Consultant Agreement for Professional Services with Byrens Kim Design Works for Division of State Architect (DSA) Close-out Services on behalf of the District at Roosevelt Middle School Modernization Project, in an amount not-to exceed \$7,679.10, increasing previous contract amount from \$38,000.00 to a not to exceed amount of \$45,679.10. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

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

AMENDMENT NO. 4 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Byrens Kim Design Works**. OUSD entered into an Agreement with CONTRACTOR for services on **September 12, 2012**, 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 direct expenses to the Division of State Architect for the closeout process of previous project to meet district's schedule for future.</u></p>		
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> .	
<p>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.</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 \$7,679.10 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 <u>Forty-five thousand, six hundred seventy-nine dollars and ten cents (\$45,679.10)</u></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.

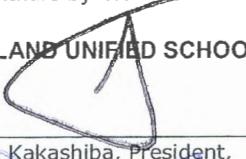
5. Amendment History:

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

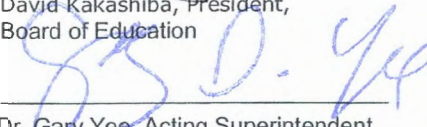
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	2-27-2013	The scope of the project is for converting the existing restroom portable walls to 1 hour rated allow for it to be located within 3 feet of the existing gymnasium.	\$8,450.00
2	4-10-2013	The scope of the work has changed to provide for Division of State Architect fees and fees for the City of Oakland additional review of plans after changing design to include one (1) hour rated walls.	\$1,900.00
3	10-23-2013	The scope of the project is to provide alternate Division of State Architect close out procedures for previous Modernization project.	\$8,200.00

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.

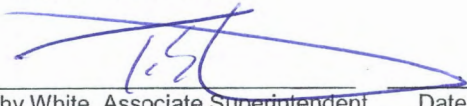
OAKLAND UNIFIED SCHOOL DISTRICT


David Kakashiba, President,
Board of Education

Jan 16, 2014
Date

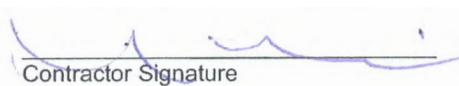

Dr. Gary Yee, Acting Superintendent
Secretary, Board of Education

Jan 16, 2014
Date


Timothy White, Associate Superintendent
Facilities, Planning and Management

Date

CONTRACTOR


Contractor Signature

12/3/13

Date

Dong E Kim, President

Print Name, Title

File ID Number: 13-2830

Introduction Date: Jan 15, 2014

Enactment Number: 14-0091

Enactment Date: Jan 15, 2014

By: OR

EXHIBIT "A" Scope of Work**Contractor Name: BYRENS KIM DESIGN WORKS****Billing Rate: Seven thousand, six hundred seventy-nine dollars and ten cents (\$7,679.10)****1. Description of Services to be Provided**

The scope of the project is to cover direct expenses to the Division of State Architect for the closeout process of previous project to meet district's schedule for future.

2. Specific Outcomes:

Create equitable opportunities for learning and provide safe, healthy and supportive schools.

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

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input 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
Contract Analyst

EXHIBIT A



November 6, 2013

Kenya Chatman
Oakland Unified School District
955 High Street
Oakland, CA 94601

RE: Proposed Amendment 4 Roosevelt Middle School
Proposal for DSA Fee Relating to the Alternative Project close out of the Project No. 61620

Dear Kenya,

I am providing this amendment #4 proposal to cover our direct expenses to the Division of the State Architect Alternative Project Closeout Process of the Project No. 61620. To meet the district's schedule requirement, we

61620 Project Reopening Fee	\$500.00
61620 Structural Final Fee Adjustment	\$6,540.24
61620 Access Final Fee Adjustment	\$138.86
<u>Architect Administrative Fee</u>	<u>\$500.00</u>
Total	\$7,679.10

As requested by the district, we paid the DSA closeout related to expedite the project progress. In addition, the project no. 61620 was closed with certification per the Education Code 17315(b) as of 11/6/13.

The following is the list of the project Amendment History including the proposed amend,ent.

Original Contract Amount	\$19,450.00
Amendment No. 1	\$8,450.00
Amendment No. 2	\$1,900.00
Amendment No. 3	\$8,200.00
Proposed Amendment No. 4	\$7,679.10
TOTAL	\$45,679.10

Please amend our contract to reflect the Propose Amendment No.4 .

Thank you,

Cordially,

Dong E Kim, AIA, LEED AP
President

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
12/04/2013

PRODUCER

Dealey, Renton & Associates
P. O. Box 12675
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

Byrens Kim Design Works
361 - 17th Street
Oakland, CA 94612

INSURER A: Travelers Property Casualty Co

INSURER B: Everest National Ins Co

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	6808718N839 GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.	09/01/13	09/01/14	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<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) \$
	HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
B	OTHER Professional Liability	79AE001509131	06/06/13	06/06/14	\$2,000,000 per claim \$2,000,000 annl aggr.

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

PROJECT NAME: Roosevelt Middle School Modernization

Oakland Unified School District and its directors, officers, employees, agents and representatives are named as Additional Insureds to General and Auto Liability per policy form wording. Insurance is Primary and Non-Contributory.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Oakland Unified School Dist.
Dept of Facilities Planning & Mgt.
955 High Street
Oakland, CA 94601-0000SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY ~~MAIL~~ ~~TELEPHONE~~ ~~PERSONAL DELIVERY~~ ~~OR BY ANY OTHER MEANS~~ ~~WHICH MAY BE PROVEN BY THE INSURED~~ ~~AS AGENCY OR REPRESENTATIVE~~

AUTHORIZED REPRESENTATIVE

Elise Fisher

POLICY NUMBER: 6808718N839

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 09/01/13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S): Oakland Unified School Dist.
Dept of Facilities Planning & Mgt.
955 High Street
Oakland, CA 94601-0000

PROJECT/LOCATION OF COVERED OPERATIONS:

PROJECT NAME: Roosevelt Middle School Modernization Oakland Unified School District and its directors, officers, employees, agents and representatives

PROVISIONS

A The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, "property damage" or "personal 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 premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

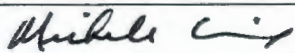
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	
Named Insured Byrens Kim Design Works	Countersigned by  (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

PROJECT NAME: Roosevelt Middle School Modernization Oakland Unified School District and its directors, officers, employees, agents and representatives

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Board Office Use: Legislative File Info.	
File ID Number	13-2365
Committee	Facilities
Introduction Date	10-23-2013
Enactment Number	13-2235
Enactment Date	10-23-13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students.

Memo

To Board of Education

From Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education
By: Vernon Hal, Deputy Superintendent, Business Operations
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date October 23, 2013

Subject Amendment No. 3, Independent Consultant Agreement - Byrens Kim Design Works- Roosevelt Middle School Modernization Project

Action Requested Approval by the Board of Education of Amendment No. 3, Independent Consultant Agreement for Professional Services with Byrens Kim Design Works for Division of State Architect (DSA) Close-out Services on behalf of the District at Roosevelt Middle School Modernization Project, in an amount not-to exceed \$8,200.00, increasing previous contract amount from \$29,800.00 to a not to exceed amount of \$38,000.00 and revising the end date from May 13, 2013 through November 1, 2013 to January 2, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Previous project has to be DSA certified before any future projects for this site can be submitted for approval. Previous architect was unwilling to accommodate close out certifications.

Local Business Participation Percentage 100.00

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

Through implementation of the Facilities Master Plan, the District intends to



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students

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. 3, Independent Consultant Agreement for Professional Services with Byrens Kim Design Works for Division of State Architect (DSA) Close-out Services on behalf of the District at Roosevelt Middle School Modernization Project, in an amount not-to exceed \$8,200.00, increasing previous contract amount from \$29,800.00 to a not to exceed amount of \$38,000.00 and revising the end date from May 13, 2013 through November 1, 2013 to January 2, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

- Independent Contractors Agreement including scope of work



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools Training Students

FACILITIES PLANNING
AND MANAGEMENT

AMENDMENT NO. 3 TO INDEPENDENT CONSULTANT CONTRACT

2013 OCT -4 P 12:36

This Amendment is entered into between the Oakland Unified School District (OUSD) and Byrens Kim Design Works. OUSD entered into an Agreement with CONTRACTOR for services on September 12, 2012, and the parties agree to amend that Agreement as follows:

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2. Terms (duration): <input type="checkbox"/> The term of the contract is <u>unchanged</u> . <input checked="" type="checkbox"/> The term of the contract has <u>changed</u> . If term is changed: The contract term is extended by an additional Two months , and the amended expiration date is January 2, 2014 .	
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 \$8,200.00 to original contract amount <input type="checkbox"/> Decrease of \$ _____ to original contract amount and the new contract total is <u>Twenty-nine thousand, five hundred fifty dollars and no cents (\$29,550.00)</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.

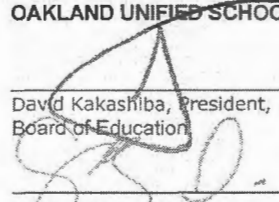
5. Amendment History:

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

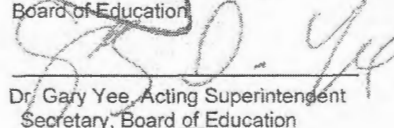
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	2-27-2013	The scope of the project is for converting the existing restroom portable walls to 1 hour rated allow for it to be located within 3 feet of the existing gymnasium.	\$8,450.00
2	4-10-2013	The scope of the work has changed to provide for Division of State Architect fees and fees for the City of Oakland additional review of plans after changing design to include one (1) hour rated walls.	\$1,900.00

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.

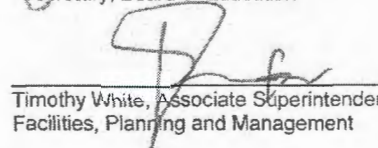
OAKLAND UNIFIED SCHOOL DISTRICT


David Kakashiba, President,
Board of Education

10/24/13
Date


Dr. Gary Yee, Acting Superintendent
Secretary, Board of Education

10/24/13
Date


Timothy White, Associate Superintendent
Facilities, Planning and Management

10/24/13
Date

CONTRACTOR


Contractor Signature

10/21/13
Date

Dong E. Kim, President
Print Name, Title

Byrens Kim Design Works
(for Madison Middle School
Modernization Project)

File ID Number: 13-2365
Introduction Date: 10-23-13
Enactment Number: 13-2235
Enactment Date: 10-23-13
By:

EXHIBIT "A" Scope of Work**Contractor Name:****Billing Rate:** Eight thousand, two hundred dollars and no cents (\$8,200.00)**1. Description of Services to be Provided**

The scope of the project is to provide alternate Division of State Architect close out procedures for previous Modernization project.

2. Specific Outcomes:

Create equitable opportunities for learning and provide safe, healthy and supportive schools.

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

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input 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 10-4-2013
Susie Butler-Berkley
Contract Analyst

EXHIBIT A



September 10, 2013

Kenya Chatman
Oakland Unified School District
955 High Street
Oakland, CA 94601

RE: Proposal for Previous DSA project no. 61620 Alternative Project Certification Close Out

Dear Kenya,

I am providing this proposal to perform the DSA Alternative Project Closeout process of DSA #61620. In general, we understand that our role of the project is to administer outstanding construction related Division of State Architect documents and to furnish the DSA Form 6 AE for Architect's verified report that would allow the project to be closed with certification at DSA.

In initial review of the project documents, the following is the list of the outstanding documents that need to be resolved:

1. Change Order #1 was never submitted to DSA. There are 19 items listed, but in our opinion, only the item no 13, Fire Alarm System Replacement poses a significant review consideration; however, since there was a campus wide fire alarm replacement project, 01-110626, which was closed with certification, I may consider the item no. 13 a non-issue item. We will follow up with DSA for their exact interpretation once the process starts.
2. Change Order #2 was never submitted to DSA. There may be 2 issues. One, PCO #22 included a remodel of Toilet Room 41. Two, PCO #23 & 27 relate to the Fire Alarm. Once again, we consider the fire alarm issues were addressed per the DSA #01-110626. As for the toilet room, there was a subsequent interior remodel project #01-110748 that was completed with certification. We believe this project provides accessible restroom required for the campus. We will assess the condition of Toilet Room 41 to generate work scope if required.
3. IOR provided 100% form 6; however, she noted the construction amount, "\$3.3 million" (*sic*) instead of the actual amount of \$3,298,648.71.

We tried to confirm the extent of the fire alarm work with the DSA field engineer; however, we were not successful in getting a response. Based on the available information, we note that the work related to addressing the fire alarm closeout is unknown. We may need to perform additional services to document the existing fire alarm, if additional work is required during the DSA alternative closeout process. The service outlined here included necessary work to document the threshold and the toilet room accessibility related issues.

As required by the DSA 6-AE, Architect/Engineer Verified Report, the design professional will "attest that, based on own personal knowledge that, the work has been performed and materials have been used and installed in every material respect, in compliance with the DSA approved construction documents", and

that the design professional will "under penalty of perjury" prepare the report, DSA-6AE, that all statements are true.

The extent of the work already completed that are enclosed within concealed spaces is not observable. We will assume that the extent of the work enclosed, other than the items that are remain open, have been constructed accordingly. We will require a detailed study of the DSA documentation as a part of our services.

To perform this task, we propose the following fee:

Architect DSA Alternative Project Close Out:	\$8,200.00
--	------------

In order to process the DSA close out services, we will require a signed DSA 108 - Delegation of Responsibility form as well as the fee required to reopen the project.

We are ready to initial the work.

Cordially,


Dong E Kim, AIA, LEED AP
President

Board Office Use: Legislative File Info.	
File ID Number	13-0691
Committee	Facilities
Introduction Date	4-24-2013
Enactment Number	13-0695
Enactment Date	4/24/13



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date April 24, 2013

Subject Amendment No. 2, Small Design Contract - Byrens Kim Design Works -
Roosevelt Middle School Modernization Project

Action Requested Approval by the Board of Education of Amendment No. 2, Independent Contractor Agreement for Professional Services with Byrens Kim Design Works for Design Services on behalf of the District at Roosevelt Middle School Modernization Project, in an amount not-to exceed \$1,900.00 increasing previous contract amount from \$27,900.00 to a not to exceed amount of \$29,800.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The restroom portable is needed at Roosevelt Middle School.

Local Business Participation Percentage 100.00%

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

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



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland 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

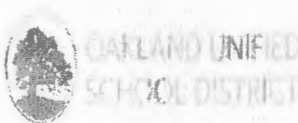
Approval by the Board of Education of Amendment No. 2, Independent Contractor Agreement for Professional Services with Byrens Kim Design Works for Design Services on behalf of the District at Roosevelt Middle School Modernization Project, in an amount not-to exceed \$1,900.00 increasing previous contract amount from \$27,900.00 to a not to exceed amount of \$29,800.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

- Small Design Contract including scope of work



File ID Number: 13-0691
Introduction Date: 4/24/13
Enactment Number: 13-0695
Enactment Date: 4/24/13
By: EA

AMENDMENT NO. 2 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Byrens Kim Design Works. OUSD entered into an Agreement with CONTRACTOR for services on September 12, 2013, 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: The scope of the work has changed to provide for Division of State Architect fees and fees for the City of Oakland additional review of plans after changing design to include one (1) hour rated walls.		
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 \$ <u>1,900.00</u> to original contract amount		
<input type="checkbox"/> Decrease of \$_____ to original contract amount		
and the new contract total is <u>Twenty-nine thousand, eight hundred and no cents dollars (\$29,800.00)</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	2-27-2013	The scope of the project is for converting the existing restroom portable walls to 1 hour rated allow for it to be located within 3 feet of the existing gymnasium.	\$6,450.00

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

[Signature]
David Kakashiba, President,
Board of Education

4/25/13
Date

[Signature] 3/13/2013
Contractor Signature Date

[Signature]
Edgar Rakestraw, Jr., Secretary
Board of Education

4/25/13
Date

Dong E. Kim, President
Print Name, Title

[Signature]
Timothy White, Associate Superintendent
Facilities, Planning and Management

4/24/13
Date

EXHIBIT "A" Scope of Work

Contractor Name: Byrens Kim Design Works

Billing Rate: One thousand, nine hundred dollars and no cents (\$1,900.00)

1. Description of Services to be Provided

Amendment to include DSA fees and fees for City of Oakland additional review of plans after changing design to include one (1) hour rated walls.

2. Specific Outcomes:

Create an equitable opportunity for learning

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

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

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do.

Susie Butler-Berkley, 3-13-2013
Susie Butler-Berkley
Contract Analyst

EXHIBIT A



December 4, 2012

Kenya Chatman
Oakland Unified School District
955 High Street
Oakland, CA 94601

RE: **Proposed Amendment 2**
Proposal for DSA and Local Fire Authority Review Fees for Roosevelt Middle School Restroom
Portable Relocation Project.

Dear Kenya,

I am providing this amendment #2 proposal to cover our direct expenses to the Division of the State Architect and City of Oakland Local Fire Authority Review for Plan Review Fees. These fees were not included in our original proposal.

Division of the State Architect Plan Review Fees	\$1,650.00
<u>Local Fire Authority Plan Review Fee</u>	<u>\$ 250.00</u>
Total	\$1,900.00

As requested by you, we paid the revised plan review fee to expedite the project progress.

Please amend our contract to add \$1,900

Original Contract Amount	\$19,450
Amendment No. 1	\$8,450
Proposed Amendment No. 2	\$1,900.00
TOTAL	\$29,800.00

Cordially,

A handwritten signature in dark ink, appearing to read "Dong E Kim".

Dong E Kim, AIA, LEED AP
Vice President

Board Office Use: Legislative File Info.	
File ID Number	13-0527
Committee	Facilities
Introduction Date	3-27-2013
Enactment Number	13-0584
Enactment Date	3/27/13



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education
 From Tony Smith, Ph.D., Superintendent
 Timothy White, Associate Superintendent, Facilities Planning and Management
 Board Meeting Date March 27, 2013
 Subject Amendment No. 1, Independent Contractor Agreement for Professional Services - Byrens Kim Design Works - Roosevelt Middle School Modernization Project

Action Requested

Approval by the Board of Education of Amendment No. 1, Independent Contractor Agreement for Professional Services with Byrens Kim Design Works for Design Services on behalf of the District at Roosevelt Middle School Modernization, in an amount not-to exceed \$8,450.00 increasing previous contract amount from \$19,450.00 to a not to exceed amount of \$27,900.00 and revising the end date from August 12, 2012 through May 13, 2013 to November 1, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background

Additional restrooms are needed for the site.

Local Business Participation Percentage

80.00 %

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. 1, Independent Contractor Agreement for Professional Services with Byrens Kim Design Works for Design Services on behalf of the District at Roosevelt Middle School Modernization, in an amount not-to exceed \$8,450.00 increasing previous contract amount from \$19,450.00 to a not to exceed amount of \$27,900.00 and revising the end date from August 12, 2012 through May 13, 2013 to November 1, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

- Independent Contractors Agreement including scope of work



OAKLAND UNIFIED
SCHOOL DISTRICT

File ID Number: 13-0527
Introduction Date: 3/27/13
Enactment Number: 13-0584
Enactment Date: 3/27/13
By: OLS

AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Byrns Kim Design Works. OUSD entered into an Agreement with CONTRACTOR for services on September 12, 2012, 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 for converting the existing restroom portable walls to 1 hour rated allow for it to be located within 3 feet of the existing gymnasium.</u>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
If term is changed: The contract term is extended by an additional <u>Six months</u> , and the amended expiration date is <u>November 1, 2013</u> .		
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 \$8,450.00 to original contract amount <input type="checkbox"/> Decrease of \$_____ to original contract amount		
and the new contract total is <u>Twenty-seven thousand, nine hundred dollars and no cents (\$27,900.00)</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)
			\$

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

David Kakashia, President,
Board of Education

3/28/13
Date

Contractor Signature

11/27/12
Date

Edgar Rakestraw, Jr., Secretary
Board of Education

3/28/13
Date

Print Name, Title

Timothy White, Associate Superintendent
Facilities, Planning and Management

Date

EXHIBIT "A" Scope of Work

Contractor Name: Byrns Kim Design Works

Billing Rate: Eight thousand, four hundred fifty dollars and no cents (\$8,450.00)

1. Description of Services to be Provided

Conversion of the existing restroom portable walls to 1 hour rated to allow for it to be located within 3 feet of the existing gymnasium.

2. Specific Outcomes:

Safe, health and supportive schools for the students and staff.

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 checked="" type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input type="checkbox"/> Create equitable opportunities for learning	<input type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epis.gov/epis/search.do.

Susie Butler-Berkley 1-30-2013

Susie Butler-Berkley
Contract Analyst

EXHIBIT A



October 31, 2012

Kenya Chatman
Oakland Unified School District
955 High Street
Oakland, CA 94601

RE: Proposal for Increased scope of work for Architectural and Structural Engineering services
For Roosevelt Middle School Restroom Portable Relocation

Dear Kenya,

I am providing this amendment proposal to cover our direct expenses for converting the existing restroom portable walls to 1-hour rated to allow for it to be located within 3' of the existing gymnasium building and the related structural engineering. This project may not be an over the counter review at DSA. Also, I need the local fire authority to review the revised site plan showing the new portable location based on our meeting with you and the school Principal.

Revisions to Construction Documents for converting walls to 1 hour rated in order to locate the portable 3' from the existing gym building.	\$4,000.00
Structural Engineering	\$4,200.00
<u>Local Fire Authority Review Fee</u>	<u>\$ 250.00</u>
Total	\$8,450.00

As requested by you, we paid the revised plan review fee to expedite the project progress.

Please amend our contract to add \$8,450.00

Original Contract Amount	\$19,450
Amendment No. 1 — Revisions to construction documents for submittal to DSA and DSA Plan Review	\$8,450
TOTAL	\$27,900

Cordially,

Dong E Kim, AIA, LEED AP
Vice President

Client#: 51

BYREHASSO

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
2/07/2013**PRODUCER**

Dealey, Renton & Associates
P. O. Box 12675
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**

Byrens Kim Design Works
361 - 17th Street
Oakland, CA 94612

INSURER A: Travelers Property Casualty Co

INSURER B: Everest National Ins Co

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.

PROD. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	6808718N839	09/01/12	09/01/13	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				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
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ex accident)	\$
	<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 type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-ITARY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
B	OTHER Professional Liability	79AE001508121	06/06/12	06/06/13	\$2,000,000 per claim	\$2,000,000 annl aggr.

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

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

PROJECT NAME: Roosevelt MS Modernization Portable Restroom.

Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives are named as Additional Insureds to General and Auto Liability per policy form wording. Insurance is Primary and Non-Contributory.

CERTIFICATE HOLDER**ADDITIONAL INSURED/INSURER LETTER****CANCELLATION**

Oakland Unified School District
Attn: Suele Butler-Berkley
Division of Facilities, Planning & Management
955 High Street
Oakland, CA 94601-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL RETURN TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY REGISTERED MAIL WITH RETURN RECEIPT REQUESTED.

AUTHORIZED REPRESENTATIVE
Dealey

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	
Named Insured Byronie Kim Design Works	Countersigned by <i>Michael Craig</i> (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATIONS CONT'D: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

POLICY NUMBER: 6808718N839

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 09/01/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S): Oakland Unified School District
Attn: Susie Butler-Berkey
Division of Facilities, Planning & Management
855 High Street

PROJECT/LOCATION OF COVERED OPERATIONS:

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATIONS CONT'D: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal 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 premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

- B. The following is added to Paragraph a. of 4. Other insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs, and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed.

- a. After you have entered into that contract or agreement,
- b. While that part of the contract or agreement is in effect, and
- c. Before the end of the policy period

Board Office Use: Legislative File Info.	
File ID Number	12-2371
Committee	Facilities
Introduction Date	9-12-2012
Enactment Number	12-2431
Enactment Date	9/12/12



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date September 12, 2012

Subject Small Architectural Design Contract - Byrens Kim Design Works - Roosevelt Middle School Modernization Project

Action Requested Approval by the Board of Education of an Small Architectural Design Contract with Byrens Kim Design Works for Design on behalf of the District at Roosevelt Middle School Modernization Project, in an amount not-to exceed \$19,450.00. The term of this Agreement shall commence on September 12, 2012 and shall conclude no later than May 1, 2013.

Background Roosevelt Middle School needs an additional restroom portable for the site.

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

Board Office Use: Legislative File Info.	
File ID Number	12-2371
Committee	Facilities
Introduction Date	9-12-2012
Enactment Number	12-2431
Enactment Date	9/12/12



Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date September 12, 2012

Subject Small Architectural Design Contract - Byrens Kim Design Works - Roosevelt Middle School Modernization Project

Action Requested Approval by the Board of Education of an Small Architectural Design Contract with Byrens Kim Design Works for Design on behalf of the District at Roosevelt Middle School Modernization Project, in an amount not to exceed \$19,450.00. The term of this Agreement shall commence on September 12, 2012 and shall conclude no later than May 1, 2013.

Background Roosevelt Middle School needs an additional restroom portable for the site.

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



SAN FRANCISCO UNIFIED SCHOOL DISTRICT

all individuals participating in the learning process.

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

Recommendation

Approval by the Board of Education of an Small Architectural Design Contract with Byrens Kim Design Works for Design on behalf of the District at Roosevelt Middle School Modernization Project, in an amount not-to exceed \$19,450.00. The term of this Agreement shall commence on September 12, 2012 and shall conclude no later than May 1, 2013.

Fiscal Impact

Measure B

Attachments

- Independent Consultant Agreement including scope of work

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

ROOSEVELT MIDDLE SCHOOL MODERNIZATION

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 25th day of June, 2012 by and between the Oakland Unified School District, Oakland, California ("District") and Byrens Kim Design Works ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

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

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

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

The scope for the project is to provide Architectural and Engineering services for adding restroom portable to Roosevelt existing site. Provide design of electrical, plumbing and utility design to service the portable building. The services will include design, agency approval, bidding support, construction administration and project closeout.

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

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

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

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in Exhibit "B" (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Nineteen thousand, four hundred fifty dollars and no cents (\$19,450.00). District shall pay Consultant according to the following terms and conditions:

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

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Not applicable.

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

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

12. Termination.

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

12.2. Without Cause By Consultant. Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

- 12.3.1. material violation of this Agreement by the Consultant; or
- 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

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

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death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

14. Insurance.

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

14.1.1. Commercial General Liability and Automobile Liability Insurance.

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

14.1.2. Workers' Compensation and Employers' Liability Insurance.

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

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

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

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

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

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

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to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

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

Consultant:

Dong Kim
Byrens Kim Design Works
361-17th Street
Oakland, CA 94612

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

- 28. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 29. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 30. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 31. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 32. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 33. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 34. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

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

36.Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

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

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

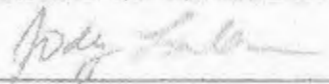
Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at www.opls.novelpis/search.do


Susie Butler-Berkley
Contract Analyst

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

OAKLAND UNIFIED SCHOOL DISTRICT




Jody London, President, Board of Education

Date: 9/13/12



Edgar Rakestraw, Jr., Secretary, Board of Education

Date: 9/13/12



Timothy White, Associate Superintendent Facilities Planning and Management

Date: 9/13/12


BYRENS KIM DESIGN WORKS



Dong E. Kim, Vice President

7/27/12

APPROVED AS TO FORM:



Catherine Boskoff, Facilities Counsel

Date: 8-6-12

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May 15, 2012

Donald Chew
Oakland Unified School District
955 High Street
Oakland, CA 94601

RE: Proposal for Architectural and Engineering Services
For Roosevelt Middle School Restroom Portable Relocation

Dear Don,

Thank you for the opportunity to provide this Architectural and Engineering service proposal for the above mentioned project. Based on our telephone conversation, I understand the scope of services to be included as follows:

Roosevelt MS Restroom Portable

- Provide design and construction documents for installation of 1 district owned restroom portable being relocated from Lowell to Roosevelt.
- Provide design of electrical, data, intercom, fire alarm, and intrusion alarm system per the district standard.
- Existing electrical and data/telecom systems are understood to be in conditions capable of receiving the new restroom portable.
- Provide plumbing and utility design to serve the portable building.
- The services will include design, agency approval, bidding support, construction administration, and project closeout.

Based on the information provided by the district, we propose the following design fees to complete the task.

DISCIPLINE	PROPOSED FEE
Architect	\$9,550.00
Mechanical	\$1,500.00
Electrical	\$3,900.00
TOTAL	\$14,950.00
Sewage Pump Design*	\$4,500.00

*We will coordinate with the district maintenance to connect to the existing waste as a part of the base scope; however, if a new sewage pump system is required due to the site elevations, then the additional fee will be requested.

We understand that the portable building to be placed on the site have proper DSA documentation and closeout status to be utilized in this project.

We are ready to initiate the contract upon your review and approval. Thank you once again for your consideration.

Cordially,

A handwritten signature in dark ink, appearing to read 'Dong E Kim', with a stylized flourish at the end.

Dong E Kim, AIA, LEED AP
Vice President

Information regarding Consultant:

Consultant: BYRENS KIM DESIGN WORKS

27-1659543 :

License No.: C-30987

Employer Identification and/or Social
Security Number

Address: 361 17th Street
Oakland, CA 94612

Telephone: 510-452-3224

Facsimile: 510-452-2744

E-Mail: dongk@byrenskim.com

Type of Business Entity:

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

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

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WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: July 27, 2012

Proper Name of Consultant: BYRENS KIM DESIGN WORKS

Signature: [Signature]

Print Name: Dong E. Kim

Title: Vice President

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

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CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

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

Name: Dong E. Kim

Title: Vice President

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

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

Date: July 27, 2012

Proper Name of Consultant: BYRENS KIM DESIGN WORKS

Signature: _____

Print Name: Dong E. Kim

Title: Vice President


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DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

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

Date: July 27, 2012

Proper Name of Consultant: BYRENS KIM DESIGN WORKS

Signature: 

Print Name: Dong B. Kim

Title: Vice President

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Roosevelt Middle School Modernization
Project No.: 07135

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

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

Small Design Contract
Byrens Kim Design Works
Roosevelt Middle School Modernization
Project No.: 07135

Client# 51

BYRENASSO

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
7/27/2012

PRODUCER

Desley, Renton & Associates
P. O. Box 12875
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

Byrens Kim Design Works
361 - 17th Street
Oakland, CA 94612

INSURER A: Travelers Property Casualty Co

INSURER B: Everest National Ins Co

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.

INSURANCE LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	6808718N839	09/01/11	09/01/12	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GENERAL LIAB			FIRE DAMAGE (Any cause) \$1,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.			AMED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROX <input type="checkbox"/> LOC <input type="checkbox"/>				PERSONAL & ADV INJURY \$2,000,000
					GENERAL AGGREGATE \$4,000,000
					PRODUCTS - CONPRP AGG \$4,000,000
A	AUTOMOBILE LIABILITY	BA8722N32A	09/01/11	09/01/12	COMBINED S LIMIT \$1,000,000
	ANY AUTO				BODILY INJURY (Per person)
	ALL OWNED AUTOS				BODILY INJURY (Per accid)
	SCHEDULED AUTOS				RE \$
	<input checked="" type="checkbox"/> MIXED AUTOS				IP \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY EA ACCIDENT
	ANY AUTO				OTHER THAN AUTO ONLY \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	OCCUR CLAIMS MADE				EGAT \$
	DEDUCTIBLE				\$
	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				EL BY ACCIDENT
					E DISEASE EA EMPL \$
					EL DISEASE - POLICY LIMIT \$
B	OTHER Professional Liability	79AE001509121	06/06/12	06/06/13	\$2,000,000 per claim \$2,000,000 annl aggr.

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

PROJECT NAME: Roosevelt MS Modernization

Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives are named as Additional Insureds to General and Auto Liability per policy form wording.
(See Attached Descriptions)

CERTIFICATE HOLDER

ADDITIONAL INSURED INSURER LETTER

CANCELLATION

Oakland Unified School Dist.
Dept of Facilities Planning & Mgt.
955 High Street
Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~WHICH MAY BE CANCELLED BY THE INSURER AT ANY TIME WITHOUT NOTICE TO THE CERTIFICATE HOLDER.~~
AUTHORIZED REPRESENTATIVE
A. Mager

DESCRIPTIONS (Continued from Page 1)

Insurance is Primary and Non-Contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal 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 premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insureds is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF

INSURANCE (Section III) for this Coverage Part

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agreed in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed,

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER: 8A8722N32A

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 09/01/11	
Named Insured Byrns Kim Design Works	Countersigned by  (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

PROJECT NAME: Roosevelt MS Modernization*****Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

AMENDMENT SMALL DESIGN CONTRACT ROUTING FORM

Project Information			
Project Name	Roosevelt Middle School Modernization	Site	212
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	Byrens Kim Design Works	Agency's Contact	Dong Kim				
OUSD Vendor ID #	I009281	Title	Architect of Record				
Street Address	361-17 th Street	City	Oakland	State	CA	Zip	94612
Telephone	510-452-3224	Policy Expires	9-1-2014				
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	07135						

Term			
Date Work Will Begin	9-12-2012	Date Work Will End By (not more than 5 years from start date)	1-2-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 45,679.10
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 7,679.10
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
9399	Measure B	2129901810	6215	\$7,679.10

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
1.	Division Head			Phone	510-535-7038 Fax 510-535-7082
	Director, Facilities Planning and Management				
	Signature			Date Approved	12/3/13
2.	General Counsel, Department of Facilities Planning and Management				
	Signature			Date Approved	12.9.13
	Associate Superintendent, Facilities Planning and Management				
3.	Signature			Date Approved	
	Deputy Superintendent				
4.	Signature				
	President, Board of Education				
5..	Signature			Date Approved	