

**Board Office Use: Legislative File Info.**

File ID Number	13-0694
Committee	Facilities
Introduction Date	4-24 2013
Enactment Number	13-0698
Enactment Date	4/24/13 <i>ed</i>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# 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. 1, Independent Consultant Agreement for Professional Services - HKIT Architects - Glenview ES Portable Replacement Project

**Action Requested** Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement for Professional Services with HKIT Architects for Design Services on behalf of the District at Glenview ES Portable Installation Replacement Project in an amount not-to exceed \$68,573.00 increasing previous contract amount from \$50,000.00 to a not to exceed amount of \$118,573.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** OUSD is considering various options for the Glenview ES campus, including reuse and retrofit of the existing facilities coupled with portable replacement or the removal of all existing buildings with all new permanent buildings.

**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. 1, Independent Consultant Agreement for Professional Services with HKIT Architects for Design Services on behalf of the District at Glenview ES Portable Installation Replacement Project in an amount not-to exceed \$68,573.00 increasing previous contract amount from \$50,000.00 to a not to exceed amount of \$118,573.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

The funding sources for this project are Resource Code: 0000

**Attachments**

- Independent Contractors Agreement for Professional services including scope of work



Community Schools, Thriving Students

## AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **HKIT Architects**. OUSD entered into an Agreement with CONTRACTOR for services on **September 27, 2012**, and the parties agree to amend that Agreement as follows:

**1. Services:**       The scope of work is unchanged.                       **The scope of work has changed.**  
**If scope of work changed:** Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.  
 The CONTRACTOR agrees to provide the following amended services: **The scope of the project has changed to include development of two (2) conceptual design options for Glenview ES. 1) K-5 reuse/portable replacement, 2.) K-2 all new buildings, this also include cost estimating services, MEP, and qualitative Structural Engineering service. Excludes Civil and Landscape services, Topographic Survey. The purpose of the conceptual planning will be to reach a recommendation for the District to either retain/retrofit the existing building or remove the existing building and replace with new.**

**2. Terms (duration):**     **The term of the contract is unchanged.**                       The term of the contract has changed.  
**If term is changed:** The contract term is extended by an additional \_\_\_\_\_  
 (days/weeks/months), and the amended expiration date is \_\_\_\_\_, 20\_\_\_\_.

**3. Compensation:**     The contract price is unchanged.                       **The contract price has changed.**  
**If the compensation is changed:** The contract price is amended by  
     **Increase of \$68,573.00 to original contract amount**  
     Decrease of \$ \_\_\_\_\_ to original contract amount  
 and the new contract total is **One hundred eighteen, five hundred seventy-three dollars and no cents (\$118,573.00)**

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

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

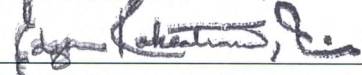
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

**6. Approval:** This 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.

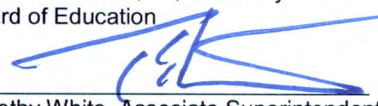
OAKLAND UNIFIED SCHOOL DISTRICT

David Kakashiba, President,  
Board of Education

4/25/13  
Date

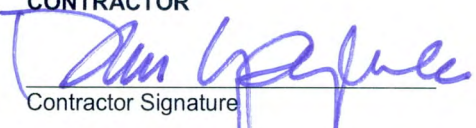
  
Edgar Rakestraw, Jr., Secretary  
Board of Education

4/25/13  
Date

  
Timothy White, Associate Superintendent  
Facilities, Planning and Management

9/2/13  
Date

CONTRACTOR

  
Contractor Signature

3/1/13  
Date

Dara A. Youngdale, President  
Print Name, Title

File ID Number: 13-0694  
Introduction Date: 4/24/13  
Enactment Number: 13-0698  
Enactment Date: 4/24/13  
By: ak

**EXHIBIT "A" Scope of Work**

**Contractor Name: HKIT Architects**

**Billing Rate: Sixty-eight thousand, five hundred seventy-three dollars and no cents (\$68,573.00)**

**1. Description of Services to be Provided**

The scope of the project has changed to include development of two (2) conceptual design options for Glenview ES. 1) K-5 reuse/portable replacement , 2.) K-2 all new buildings, this also include cost estimating services, MEP, and qualitative Structural Engineering service. Excludes Civil and Landscape services, Topographic Survey. The purpose of the conceptual planning will be to reach a recommendation for the District to either retain/retrofit the existing building or remove the existing building and replace with new.

**2. Specific Outcomes:**

Create equitable opportunities 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 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](http://www.epls.gov/epls/search.do).**

*Susie Butler-Berkley 3-1-2013*  
**Susie Butler-Berkley**  
**Contract Analyst**

February 8, 2013

Mr. Tadashi Nakadegawa  
 Director of Facilities  
 Oakland Unified School District  
 955 High Street  
 Oakland, California 94601

Reference: Glenview Elementary School – Conceptual Design Package  
**PROPOSED AMENDMENT TO THE ORIGINAL CONTRACT -  
 REVISED**  
 Oakland Unified School District  
 HKIT 10201

Dear Mr. Nakadegawa:

HKIT Architects is pleased to provide the following proposal for an amendment to the original contract for conceptual design services, related structural analysis, selected MEP analysis and cost estimating for the Glenview Elementary School. If approved, these proposed services will be in addition to our previously executed contract, OUSD project number #07139. In summary, those approved services are as follows;

**ORIGINAL CONTRACT**

The original contract has been approved for services on an Hourly, Not-to-Exceed Basis of Fifty Thousand Dollars and no/00 (\$50,000.00);

• Architectural Services (NTE)	\$ 44,000.00
• Cost Estimating Services (NTE)	\$ 5,000.00
• Reimbursable Expense Allowance (NTE)	<u>\$ 1,000.00</u>
Total	\$ 50,000.00

**AMENDED SCOPE OF WORK**

Based on recent conversations with the District and SGI, the District is considering two options for the Glenview Campus; the reuse and retrofit of existing facilities coupled with portable replacement with new permanent structures **or** the removal of all existing buildings and replacement with all new permanent buildings. As of our December 2012 meeting, the District is only considering a **K-5 school** with a capacity of 470 students +/-, to match the current capacity. The special needs program for the visually impaired may stay at the school site but this remains to be confirmed.

The purpose of the conceptual planning will be to reach a recommendation for the District to either **retain /retrofit the existing building** or **remove the existing building and replace with new**. To that end, our services will include architectural design, structural engineering, selective mechanical/electrical engineering/energy modeling, and cost estimating. Our work will start up again in February 2013 and is expected to take a total of four to six months to complete depending on District input and the review process.

**PRINCIPALS**

THOMAS C. BRUTTING AIA  
 RICHARD CALDWELL AIA  
 DENNIS I. OKAMURA AIA LEED AP  
 DARA A. YOUNGDALE AIA LEED AP

**DIRECTOR OF DESIGN**

ROD HENMI AIA LEED AP NOMA

**SENIOR ASSOCIATES**

TAD SEKINO  
 DANIEL KALLENBACH AIA LEED AP  
 ERWIN WON LEED AP

**ASSOCIATES**

JOHN FRANDO AIA LEED AP  
 FELIX HUNZIKER  
 PAUL M. B. MCELWEE AIA LEED AP  
 JASON A.D. SHIRRIFF AIA LEED AP  
 CHUCK WONG

Mr. Tadashi Nakadegawa, Director of Facilities  
Oakland Unified School District

February 8, 2013  
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Our proposed services include architectural, structural, mechanical and electrical engineering, as needed for cost verification and energy modeling and cost estimating services. In brief, our proposed services will be as follows:

#### **Architectural Services**

- Programming.
- Review of existing documents, confirmation of existing conditions and site usage.
- Meetings with the District and site committee to confirm program, develop vision for project, review overall site opportunities and constraints.
- The development of building and site use diagrams, review and verify fit and adjacencies with the District and site committee.
- The development of preliminary phasing diagrams (as relevant) and overall project scheduling. (*Note: we have excluded interim housing.*)
- The development of two recommended conceptual design options, the first reusing existing facilities and the second including all new facilities.
- The development of a modernization scope/narrative for cost estimating purposes
- Coordination of engineers and cost estimating.
- Integration of engineers findings (to the extent needed) into the conceptual design package documents.

#### **Structural Engineering Services**

A seismic study will be performed to evaluate the safety risk of the existing building and required retrofit, sufficient to develop a cost estimate. Due to the nature of the analysis and structural service options that have been considered, we have attached our engineer's proposal dated February 7, 2013 for review.

#### **Mechanical/Electrical Engineering/Energy Modeling Services**

- We have included services for MEP conceptual design narratives and conceptual Energy Modeling in order to assess overall costs and long term value associated with the options of retrofitting or replacing existing structures.

#### **Cost Estimating Services**

- Cost Estimating for two options; reuse/modernization of existing and portable replacement or replacement of existing with all new permanent buildings.

#### **PROPOSED COMPENSATION**

We propose providing services on Lump Sum Basis of Sixty-Eight Thousand and Five Hundred and Seventy-Three Dollars and no/00 (\$68,573.00) as estimated below.

- |  |              |
|--|--------------|
| • Architectural Services<br>(Excludes \$44,000 from original contract scope) | \$ 16,000.00 |
| • Structural Engineering (\$20,000 x 1.1)                                    | \$ 22,000.00 |
| • MEP Services (\$15,000 x 1.1)  | \$ 16,500.00 |

Mr. Tadashi Nakadegawa, Director of Facilities  
Oakland Unified School District

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• Cost Estimating Services (\$16,430 x 1.1) (Excludes \$5,000 from original contract scope)	\$ 13,073.00
• Reimbursable Expense Allowance (Excludes \$1,000 from original contract scope)	\$ 1,000.00
<b>Total</b>	<b>\$ 68,573.00</b>

### EXCLUSIONS

Project scope and services exclude:

- Civil and Landscape Services
- Topography Survey


Should you have any questions or comments please do not hesitate to call. We look forward to continuing our work with the District team and the Glenview Elementary School site staff and community.

Very truly yours,

HKIT ARCHITECTS



Dara A. Youngdale, AIA  
Principal



Thomas C. Brutting, AIA  
Principal

DAY/nmh

cc. Cesar Monterrosa, Oakland Unified School District  
Joseph Cavanagh, Deputy Program Manager, SGI Construction Management  
Victor Manansala, Assistant Project Manager, SGI Construction Management



<b>Board Office Use: Legislative File Info.</b>	
File ID Number	12-2471
Committee	Facilities
Introduction Date	October 10, 2012
Enactment Number	12-2547
Enactment Date	10/10/2012



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools. Thriving Students.

## Memo

**To** Board of Education

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

**Board Meeting Date** October 10, 2012

**Subject** Small Design Contract - HKIT Architect - Glenview Portable Replacement Project

**Action Requested** Approval by the Board of Education of an Small Design Contract with HKIT Architect for Design Services on behalf of the District at Glenview Portable Replacement project, in an amount not-to exceed \$50,000.00. The term of this Agreement shall commence on September 27, 2012 and shall conclude no later than September 27, 2013.

**Background** The District is considering various options of the Glenview Elementary School campus, including reuse and retrofit of the existing facilities.

**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 an Small Design Contract with HKIT Architect for Design Services on behalf of the District at Glenview Portable Replacement project, in an amount not-to exceed \$50,000.00. The term of this Agreement shall commence on September 27, 2012 and shall conclude no later than September 27, 2013.

**Fiscal Impact**

Developer Fee Fund 25

**Attachments**

- Independent Consultant Agreement including scope of work

**SMALL DESIGN CONTRACT  
(CONSTRUCTION RELATED)**

**Glenview Portable Replacement Project**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **2<sup>nd</sup> day of August, 2012** by and between the Oakland Unified School District, Oakland, California ("District") and **HKIT Architects** ("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 of the project is to provide four (4) conceptual design options for Glenview Elementary School 1) K-5 - Reuse/portable replacement; 2) K-8 - Reuse/portable replacement; 3) K-5 All new buildings. 4) K-8 - All new buildings. Include Cost Estimate, Excludes MEP, Civil and Landscape services. Structural/Seismic Mitigation Program set separately per OUSD directive.

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.

The project will commence September 27, 2012 and conclude no later than June 27, 2013.

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:

- Signed Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- 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 **Fifty thousand dollars and no cents (\$50,000.00)**. 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

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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 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
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 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:

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. 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:

14.3.1. 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."

14.3.2. 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.

14.3.3. 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.

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

**14.4. 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).
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](http://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 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:**

Dara Youngdale  
HKIT Architects  
538 Ninth Street, Suite 240  
Oakland, CA 94607

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.

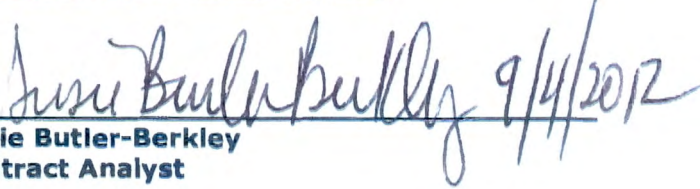
28. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire

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.
- 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.epls.gov/eplis/search.do](http://www.epls.gov/eplis/search.do).**

 9/4/2012  
\_\_\_\_\_  
**Susie Butler-Berkley**  
**Contract Analyst**

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

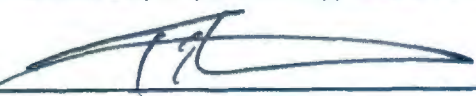
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Jody London, President, Board of Education

Date: 10/10/12

  
\_\_\_\_\_  
Edgar Rakestraw, Jr., Secretary, Board of Education

Date: 10/10/12

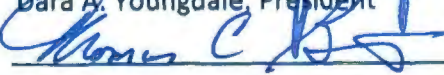
  
\_\_\_\_\_  
Timothy White, Associate Superintendent Facilities Planning and Management

Date: \_\_\_\_\_

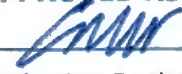
**HKIT Architect**

  
\_\_\_\_\_  
Dara A. Youngdale, President

08/31/12

  
\_\_\_\_\_  
Thomas C. Brutting, Vice President

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Catherine Boskoff, Facilities Counsel

Date: 9.7.12

File ID Number: 12-2471  
Introduction Date: 10/10/12  
Enactment Number: 12-2547  
Enactment Date: 10/10/12  
By: o.s.

**Information regarding Consultant:**

Consultant: Dara A. Youngdale, HKIT Architectes

94-1585540

Employer Identification and/or Social Security Number

License No.: CA-C18083

Address: 538 Ninth Street, Ste. 240  
Oakland, CA 94607

Telephone: 510-625-9800

Facsimile: 510-625-9801

E-Mail: DYoungdale@hkit.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.**

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

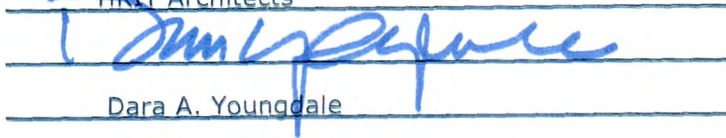
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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: August 31, 2012

Proper Name of Consultant: HKIT Architects

Signature: 

Print Name: Dara A. Youngdale

Title: 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.)

**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:       Dara A. Youngdale      

Title:       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:       August 31, 2012      

Proper Name of Consultant:       HKIT Architects      

Signature:             

Print Name:       Dara A. Youngdale      

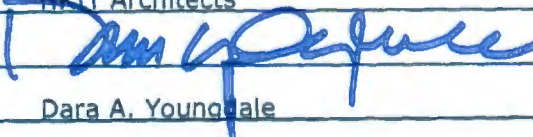
Title:       President

**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: August 31, 2012

Proper Name of Consultant: HKIT Architects

Signature: 

Print Name: Dara A. Youngdale

Title: President



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

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

**[SEE ATTACHED PROPOSAL]**

July 18, 2012

Mr. Tadashi Nakadegawa  
Director of Facilities  
Oakland Unified School District  
955 High Street  
Oakland, California 94604

Reference: Glenview Elementary School – Conceptual Design Package  
Oakland Unified School District  
HKIT 10201

Dear Mr. Nakadegawa:

HKIT Architects is pleased to provide the following proposal for conceptual design services for the Glenview Elementary School. As we understand it, the District is considering various options for the Glenview Campus including reuse and retrofit of existing facilities coupled with portable replacement or the removal of all existing buildings with all new permanent buildings. We also understand that the District is considering the option of a K-8 school (with either 2 or 3 classrooms per grade) or continuing to house a K-5 student cohort. The campus currently houses approximately 500 students (3 classrooms per grade) plus a special needs program for the visually impaired. The number of students on campus could vary depending both on the selected program and number of students/classrooms per grade.

To assist in the assessment of these options, HKIT will meet with the District, CM and School Site staff to record and document existing facility usage, develop outline program options, and develop conceptual site/building plans and associated phasing diagrams. Additionally, we will develop project schedules and project construction budget estimates. We have included professional cost estimating in our scope of services.

We will develop a maximum of 4 Conceptual Design options:

- K-5 – Reuse/portable replacement
- K-8 – Reuse/portable replacement
- K-5 – All new buildings
- K-8 – All new buildings

*Note: It should be noted that the existing building reuse diagrams will indicate basic architectural modifications, however, will exclude seismic retrofit work. We will include an agreed upon allowance for seismic retrofit work (hazmat and escalation, etc.) in our construction budget estimates.*

We are ready to begin this work immediately and expect the process to take two to three months depending on District and School Site availability. Our proposed scope of services and recommended steps are outlined in detail below.

#### PRINCIPALS

THOMAS C. BRUTTING AIA  
RICHARD CALDWELL AIA  
DENNIS I. OKAMURA AIA LEED AP  
DARA A. YOUNGDALE AIA LEED AP

#### DIRECTOR OF DESIGN

ROD HENMI AIA LEED AP NOMA

#### SENIOR ASSOCIATES

TAD SEKINO  
DANIEL KALLENBACH AIA LEED AP  
ERWIN WON LEED AP

#### ASSOCIATES

JOHN FRANDO AIA LEED AP  
FELIX HUNZIKER  
PAUL M. B. MCELWEE AIA LEED AP  
JASON A.D. SHIRRIFF AIA LEED AP  
LISA WANG AIA LEED AP  
CHUCK WONG

### **SCOPE OF WORK and PROPOSED TIMELINE**

Our proposed services include architectural and cost estimating services and include the following suggested steps and timeline. The timeline will be adjusted based on District and school staff availability.

#### **Confirm Scope and Agreement (Week of July 23<sup>rd</sup>)**

- HKIT to confirm scope of services, timeline, deliverables, protocol and project team with District and CM
- HKIT to verify program options with District
- District to authorize HKIT to proceed

#### **Project Preparation (Week of July 30<sup>th</sup>)**

- HKIT to meet with District Staff and School Principal to confirm program, verify enrollment options, classroom loading, curriculum requirements, current/projected and special program needs
- HKIT to prepare "draft" of current program (K-5/3 classrooms per grade) based on input
- HKIT to prepare "draft" program option(s) for K-8 school based on input
- HKIT to visit the site and prepare existing facility use diagrams for review

#### **Project Team Kick-Off Meeting (Week of August 6<sup>th</sup>)**

- Project **Kick-off Meeting** with District, CM and School Site Staff (project team)
- Overview of goals, expectations and timelines
- Establish lines of communications and process
- Review existing facility use diagrams (annotate as needed)
- Identify current area adjacency deficiencies and preferred locations
- Review overall vision for campus
- Verify current program (K-5/3 classrooms per grade)
- Review "draft" program option(s) for K-8 school
- Review overall site opportunities and constraints

#### **Program Document / Conceptual Design Options / Design Workshop One (Week of August 13<sup>th</sup>)**

- HKIT to complete program document options (2 – 3 as needed based on enrollment projections)
- HKIT to develop site plans options for reuse/retrofit plus addition and all new schemes
- HKIT to present and review options with project team at **Design Workshop One**
- Select /diagram desired options at workshop

#### **Conceptual Design Refinement/Design Workshop Two (Week of August 27<sup>th</sup>)**

- HKIT to refine four site plans options: K-5 and K-8 Reuse/portable replacement and K-5 and K-8 all new schemes
- HKIT to prepare conceptual site/building sections
- HKIT to prepare preliminary phasing options and overall project schedule

Mr. Tadashi Nakadegawa  
Oakland Unified School District

July 18, 2012  
Page No. 3

- HKIT to review plan options with project team at **Design Workshop Two**
- HKIT to annotate further refinements at workshop

**Conceptual Design Options Completion / Design Workshop Three (Week of September 17<sup>th</sup>)**

- HKIT to complete site plans options and related documents; site and building sections phasing diagrams and project schedule
- HKIT to present plan options with project team at **Design Workshop Three**
- HKIT to pick up District Comments and refine document as needed

**Cost Estimate (Week of September 24<sup>th</sup>)**

- HKIT to deliver plans to cost estimator, preliminary pricing to be prepared

**Conceptual Design Package Completion (Week of October 1<sup>st</sup>)**

- HKIT to prepare final design package and cost estimate and deliver to the District for review
- HKIT to meet with District to review findings and discuss next steps

**PROPOSED COMPENSATION**

We propose providing services on an Hourly, Not-to-Exceed Basis of Fifty Thousand Dollars and no/00 (\$50,000.00) as estimated below. Our proposed services include cost estimating services and an allowance for reimbursable expenses:

• Architectural Services (NTE)	\$ 44,000.00
• Cost Estimating Services (NTE)	\$ 5,000.00
• Reimbursable Expense Allowance (NTE)	\$ <u>1,000.00</u>
Total	\$ 50,000.00

**EXCLUSIONS**

Project scope and services exclusions include:

- Structural Engineering
- MEP, Civil and Landscape Services
- Topography

This proposal excludes the study related to the Seismic Mitigation Program which was sent separately. If feasible, we suggest that the seismic study run concurrent with this planning study in order to dovetail services and better inform work related to existing building retrofit and cost estimating.

Mr. Tadashi Nakadegawa  
Oakland Unified School District

July 18, 2012  
Page No. 4

Should you have any questions or comments please do not hesitate to call. We would like to arrange a meeting as soon as possible, preferably the week of July 23<sup>rd</sup> to review scope, expectations and protocol with the Glenview School site staff and neighborhood. We look forward to meeting with you again, and kicking off this very exciting project.

Very truly yours,

HKIT ARCHITECTS

  
Dara A. Youngdale, AIA  
Principal



Thomas C. Brutting, AIA  
Principal

DAY/nmh

cc. Cesar Monterrosa, Oakland Unified School District  
Joseph Cavanagh, Deputy Program Manager, SGI Construction Management  
Victor Manansala, Assistant Project Manager, SGI Construction Management

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
08/21/2012

<b>PRODUCER</b> 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.
<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b> HKIT Architects 538 Ninth Street, Suite 240 Oakland, CA 94607	INSURER A: <b>Hartford Casualty Insurance Co.</b> INSURER B: <b>American Automobile Ins. Co.</b> INSURER C: <b>XL Specialty Insurance Co.</b> INSURER D: INSURER E:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57SBALV1922	08/28/12	08/28/13	EACH OCCURRENCE <b>\$1,000,000</b> FIRE DAMAGE (Any one fire) <b>\$300,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b>
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	57SBALV1922	08/28/12	08/28/13	COMBINED SINGLE LIMIT (Per accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP81002930	09/01/12	09/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
C	OTHER Professional Liability	DPR9700890	08/28/12	08/28/13	<b>\$1,000,000 per Claim</b> <b>\$2,000,000 Annl Aggr.</b>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 General Liability Policy excludes claims arising out of the performance of professional services.  
 Ref: All work performed by or on behalf of the named insured.

(See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> Oakland Unified School District Dept. of Facilities Planning Attn: Timothy E. White 955 High Street Oakland, CA 94601	<b>ADDITIONAL INSURED/INSURER LETTER:</b>  <b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>SEND BY MAIL</del> <b>MAIL 30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY <del>MAIL TO THE CERTIFICATE HOLDER</del> <del>MAIL TO THE CERTIFICATE HOLDER</del> <del>MAIL TO THE CERTIFICATE HOLDER</del> AUTHORIZED REPRESENTATIVE <i>Shardell</i>
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## INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Glenview Portable Replacement	Site	Glenview ES
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	HKIT Architect	Agency's Contact	Dara Youngblood		
OUSD Vendor ID #	V022233	Title	Project Manager		
Street Address	538 Ninth Street, Suite 240	City	Oakland	State	CA Zip 94607
Telephone	510-625-9800	Policy Expires	8-28-2013		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	07139				

Term			
Date Work Will Begin	October 10, 2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	9-27-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$50,000.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
2525	Developer Fee Fund	1199000890	6215	\$50,000.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Charles Love	Phone	510-535-7081 Fax 510-535-7082
1.	Capital Program Contract & Accounting Manager			
	Signature		Date Approved	9-5-12
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	9.7.12
	Associate Superintendent, Facilities Planning and Management			
3.	Signature		Date Approved	
	President, Board of Education			
4.	Signature		Date Approved	


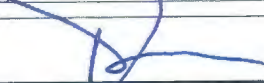
**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Department of Facilities Planning and Management**  
**AGREEMENT REQUEST FORM**

DATE SUBMITTED: 7/19/2012

SUBMITTED BY: Joe Cavanagh

**SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)**

1.) A/E (Architect and Engineers) Contract	<input checked="" type="checkbox"/>	5.) "Small" (under \$15,000.00) Construction Contract	<input type="checkbox"/>
2.) IOR (Inspector of Record Contract)	<input type="checkbox"/>	6.) Resolution Awarding Bid and Construction Contract	<input type="checkbox"/>
3.) Agreement for Professional Services - Testing Etc.	<input checked="" type="checkbox"/>	7.) Change Order	<input type="checkbox"/>
4.) Amendment to Agreement for Professional Services	<input type="checkbox"/>	8.) Purchase Order	<input type="checkbox"/>

	Date		Date
Timothy E. White Asst. Superintendent		Tadashi Nakadegawa Facilities Director	7/23/12

**SECTION II. LOCAL BUSINESS PARTICIPATION PERCENTAGE:**

Local Business	Small Local Business	Small Local Resident Business	Total Percentage
100.00%	0.00%	0.00%	100.00%

**SECTION III. AGREEMENT INFORMATION:**

Project Name:	Glenview Portable Replacement	Project No:	07139
Vendor Name:	HKIT	Vendor Contact:	Dara Youngdale
Vendor Phone Number:	(510) 625-9800	Vendor Mailing Address:	538 Ninth Street Suite 240 Oakland, CA 94607
Agreement Start and Stop Dates:	Start: 8/1/2012 Stop: 5/1/2013	Amounts:	Current Contract Amount: \$0.00 Not to Exceed Amount: \$50,000.00 Revised Contract Amount: \$50,000.00
Has Work Started?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes give an explanation:</i>	Has Work Been Completed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date:
Certificate of Insurance Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Date provided:	

**For Construction Contracts >\$15,000, please provide or attach the following:**

- |  |  |
|--|--|
| 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) <i>(Attach Bid Documents)</i> | 6) Performance Bonds Attached  |
| 2) Date(s) of Bid Advertisement -  | 7) Payment Bonds Attached  |
| 3) Date of Bid Opening -   | (Sections 6 and 7 to be completed by Contract Administration department) |
| 4) Name of Architect - HKIT  |  |
| 5) Liquidated damages per day - \$   |  |

**Scope of Work:** *(Needed to prepare Executive Summary)* Please attach separately along with Vendor's proposal.  
 Four (4) Conceptual design options for Glenview ES: 1.) K-5 - Reuse/portable replacement. 2.) K-8 - Reuse/portable replacement. 3.) K-5 - All new buildings. 4.) K-8 - All new buildings. Includes Cost Estimate. Excludes MEP, Civil and Landscape Services. Structural / Seismic Mitigation Program sent separately per OUSD directive.

**Discussion Info:** *(Needed to prepare Executive Summary)* (Provide detailed background - Why is contract required and what is the benefit to students) - Add additional pages as needed  
District is considering various options for the Glenview ES campus, including reuse and retrofit of the existing facilities coupled with portable replacement OR the removal of all existing buildings with all new permanent buildings. Also considering the option of a K-8 school OR continuing to house a K-5.

Funding Source: Measure B (FUND 15)

Budget Number: 6215 (ARCHITECTURAL/ENGINEERING)



Board Office Use: Legislative File Info.	
File ID Number	11-1651
Committee	Facilities
Introduction Date	6-14-2011
Enactment Number	11-1651
Enactment Date	6-22-11 82



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

## Memo

**To** Board of Education

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

**Board Meeting Date** June 22, 2011

**Subject** Authorizing and Approving the New Project Budget, Key Code and Project Number for the Glenview Portable Replacement Project in the amount of \$1,000,000.

**Action Requested** Approval by the Board of Education of Resolution No. 1011-1142 on behalf of the District authorizing and approving the New Project Budget for Glenview Portable Replacement.

**Background** In keeping with the Oakland Unified School District's commitment to the improvement and development of its K-12 facilities, the District has embarked on a groundbreaking plan to replace aging portables.

**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.

**FISCAL IMPACT**

The funding source for this project is Fund 25.

**RECOMMENDATION**

Approval by the Board of Education of Resolution No. 1011-1142 on behalf of the District authorizing and approving the New Project Budget for Glenview Portable Replacement.

**ATTACHMENTS**

Resolution No. 1011-1142 on behalf of the District authorizing and approving the New Project Budget for Glenview Portable Replacement in the amount of \$1,000,000.

<u>SITE</u>	<u>PROJECT #</u>	<u>KEYCODE</u>	<u>FUNDING SOURCE</u>	<u>BUDGET</u>
Glenview	07139	1199000890	Fund 25	\$1,000,000

**RESOLUTION  
OF THE  
BOARD OF EDUCATION  
OF THE OAKLAND UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 1011-1142**

**RESOLUTION AUTHORIZING AND APPROVING THE NEW BUDGET FOR THE  
GLENVIEW PORTABLE REPLACEMENT PROJECT**

WHEREAS, in keeping with the Oakland Unified School District's commitment to the improvement and development of its K-12 facilities, District staff has prepared the listed New Project Budget.

WHEREAS, authorization and approval of the New Project Budget will Provide design and planning budget for the replacement of portables. Budget will include design, DSA Plan Review Fees, and hazmat testing only. The project scope will include planning and initial project phase services to include professional services for site planning, site development and as initial phase budget permits initial phase construction for a portable replacement project to be completed with construction phase budget funds to be approved at a later date.

WHEREAS, the following table represents the New Project Budget which incorporates all project costs and fees per the attached Board Budget Breakdown to this Resolution, Which provides a detailed summary of the costs comprising the New Project Budget:

<u>SITE</u>	<u>PROJECT #</u>	<u>KEYCODE</u>	<u>FUNDING SOURCE</u>	<u>BUDGET</u>
Glenview	07139	1199000890	Fund 25	\$1,000,000

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Education of the Oakland Unified School District as follows:

**RESOLUTION  
OF THE  
BOARD OF EDUCATION  
OF THE OAKLAND UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 1011-1142  
Page 2 of 2**

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Oakland Unified School District on June 22, 2011, by the following called vote:

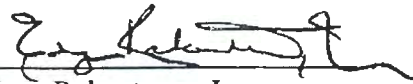
AYES: David Kakishiba, Jumoke Hodge, Christopher Dobbins,  
Noel Gallo, Alice Spearman, Vice President Jody London  
and President Gary Yee

NOES: None

ABSENT: None

ABSTAIN: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the Oakland Unified School District held on June 22. 2011.

  
Edgar Rakestraw, Jr.  
Secretary, Board of Education

File ID Number: 11-1651  
Introduction Date: 6-19-11  
Enactment Number: 11-1651  
Enactment Date: 6-22-11  
By: df

**OAKLAND UNIFIED SCHOOL DISTRICT  
FACILITIES PLANNING AND MANAGEMENT DEVELOPMENT**

**NEW PROJECT AUTHORIZATION FORM**

**FORM INITIATION DATE:** June 14, 2011  
**PROJECT NAME:** Glenview Portable Replacement  
**PROJECT TYPE:** Portable Replacement  
**FUNDING SOURCE:** Fund 25  
**PROJECT NUMBER:** #07139  
**SITE NUMBER:** 119  
**PROJECT MANAGER:** John Esposito

**DETAILED PROJECT DESCRIPTION:** Planning and initial project phase budget approval only  
This project consists of demolition and removal of several portables and construction of replacement buildings. The project will include a new school cafeteria space. The building will be built to CHPS requirements including, but not limited to energy efficient mechanical units, window overhangs, etc. Total Construction budget is estimated at approximately \$12 Million with approximately 10,000 sf. of space.

**INITIAL PROJECT BUDGETS:**

(For Accounting Use Only)

BUDGET KEY CODE	BUDGET OBJECT CODE:	DESCRIPTION	AMOUNT
	6170	Hazardous Waste	\$ 20,000.00
	6215	Architectural/Engineering	\$ 780,000.00
	6222	DSA Fees	\$ 40,000.00
	6235	Inspector of Record	
	6262	Other Planning Costs	\$ 85,000.00
	6265	Testing	\$ 75,000.00
	6271	Main Construction	
<b>TOTAL INITIAL BUDGET:</b>			<b>\$ 1,000,000.00</b>

**AUTHORIZED SIGNATURES:**

 6/13/11  
 \_\_\_\_\_  
 DIRECTOR OF FACILITIES DATE

\_\_\_\_\_  
 ASSISTANT SUPERINTENDENT DATE

**BOARD APPROVAL:**

\_\_\_\_\_  
 CONTRACT ADMINISTRATOR DATE

CC CONTRACT ADMINISTRATION FOR SUBMITTAL TO BOARD  
 ACCOUNTING FOR BUDGET LOADING  
 GKK / McCARTHY FOR INPUT INTO PROLOG

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
08/21/2012

**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**

HKIT Architects  
538 Ninth Street, Suite 240  
Oakland, CA 94607

INSURER A: **Hartford Casualty Insurance Co.**  
INSURER B: **American Automobile Ins. Co.**  
INSURER C: **XL Specialty Insurance Co.**  
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	<b>GENERAL LIABILITY</b>	57SBALV1922	08/28/12	08/28/13	EACH OCCURRENCE <b>\$1,000,000</b>	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) <b>\$300,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS -COMP/OP AGG <b>\$2,000,000</b>	
A	<b>AUTOMOBILE LIABILITY</b>	57SBALV1922	08/28/12	08/28/13	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b>	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<b>GARAGE LIABILITY</b>				<input type="checkbox"/> ANY AUTO	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b>				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WZP81002930	09/01/12	09/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>	
C	<b>OTHER Professional Liability</b>	DPR9700890	08/28/12	08/28/13	<b>\$1,000,000 per Claim</b> <b>\$2,000,000 Annl Aggr.</b>	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
**General Liability Policy excludes claims arising out of the performance of professional services.**  
**Ref: All work performed by or on behalf of the named insured.**

(See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>	ADDITIONAL INSURED; INSURER LETTER:	<b>CANCELLATION</b>
Oakland Unified School District Dept. of Facilities Planning Attn: Timothy E. White 955 High Street Oakland, CA 94601		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>SEND BY MAIL</del> <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY <del>MAIL</del> <b>PERSONAL DELIVERY</b> <del>MAIL</del> <b>PERSONAL DELIVERY</b> AUTHORIZED REPRESENTATIVE <i>Senardelli, CRCU</i>

## DESCRIPTIONS (Continued from Page 1)

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

**\*ADDITIONAL INSURED PER POLICY FORM WORDING:** Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives

Primary insurance and severability of interests apply per policy form.

A Waiver of Subrogation applies to Workers' Compensation.

Insured: HKIT Architects  
Insurer: Hartford Casualty Insurance Co.  
Policy Number: 57SBALV1922  
Policy Effective Date: 08/28/12

Additional Insured: San Francisco Housing Authority, its Officers, Members of Commissions, Agents, Employees, & Members of the HUD Recovery Team.

EXCERPTS FROM: Hartford Form SS 00 08 04 05

## BUSINESS LIABILITY COVERAGE FORM

### C. WHO IS AN INSURED

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

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

##### f. Any Other Party

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

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products- completed operations hazard, but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

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

### E.5. Separation of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

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

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

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

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

EXCERPT FROM Hartford Form SS 04 38 06 01

### HIRED AUTO AND NON-OWNED AUTO

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

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



Insured: HKIT Architects

Policy Number: WZP81002930

Effective Date: 09/01/12

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Oakland Unified School District  
Dept. of Facilities Planning  
Attn: Timothy E. White  
955 High Street

Ref: All work performed by or on behalf of the named insured. SCHEDULE CONTINUED:  
Oakland Unified School District, its Directors, Officers, Employees, Agents, and  
Representatives.

Countersigned by



Authorized Representative

Form WC 04 03 06  
Process Date:

(1) Printed in U.S.A.

Policy Expiration Date:

## INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM


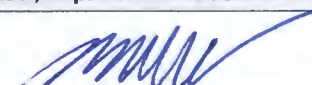
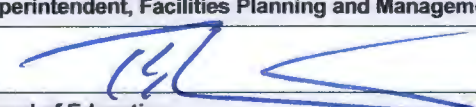
Project Information			
Project Name	Glenview Portable Replacement	Site	Glenview ES
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including 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	HKIT Architect	Agency's Contact	Dara Youngblood				
OUSD Vendor ID #	V022233	Title	Project Manager				
Street Address	538 Ninth Street, Suite 240	City	Oakland	State	CA	Zip	94607
Telephone	510-625-9800	Policy Expires	8-28-2013				
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 #	07139						

Term			
Date Work Will Begin	9-27-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	9-27-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$118,573.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 68,573.00
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
0000	Developer Fee Fund	1199000890	6215	\$68,573.00

Approval and Routing (in order of approval steps)						
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.						
1.	Division Head	Charles Love	Phone	510-535-7081	Fax	510-535-7082
	Capital Program Contract & Accounting Manager					
	Signature			Date Approved	3-6-13	
2.	General Counsel, Department of Facilities Planning and Management					
	Signature			Date Approved	3-6-13	
3.	Associate Superintendent, Facilities Planning and Management					
	Signature			Date Approved	4/2/13	
4.	President, Board of Education					
	Signature			Date Approved		