

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	25-2669
Introduction Date	12-10-2025
Enactment Number	
Enactment Date	



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

## Memo

**To** Board of Education

**From** Denise Gail Saddler, Ed.D., Interim, Superintendent  
Preston Thomas, Chief Systems & Services Officer

**Board Meeting Date** December 10, 2025

**Subject** Professional Services Agreement – DSK Architects - DSA Project Closeout and Certification of Various Projects – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of a Professional Services Agreement by and between the District and **DSK Architects, Oakland, CA**, for the latter to provide assistance with fourteen (14) DSA closeout projects and certification of various projects, in the **not-to-exceed amount of \$214,632.00** with work scheduled to commence on **December 11, 2025**, and to be completed on or before **December 31, 2026**, pursuant to the Agreement.

**Discussion** Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

**LBP** (Local Business Participation Percentage) 75.4%

**Recommendation** Approval by the Board of Education of a Professional Services Agreement by and between the District and DSK Architects, Oakland, CA, for the latter to provide assistance with fourteen (14) DSA closeout projects and certification of various projects, in the not-to-exceed amount of \$214,632.00 with work scheduled to commence on December 11, 2025, and to be completed on or before December 31, 2026, pursuant to the Agreement.

**Fiscal Impact** Fund 21 Building Fund - Measure J

**Attachments**

- Justification Form
- Agreement, including Exhibits
- Certificate of Insurance
- Routing Form



## CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 25-2669

Department: Division of Facilities Planning and Management

Vendor Name: DSK Architects

Project Name: DSA Project Closeout and Certification of Various Projects

Project No.: 25103

Contract Term: Intended Start: 12-11-2025 Intended End: 12-31-2026

Total Cost Over Contract Term: \$214,632.00

Approved by: Preston Thomas

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

Local Business Policy? ☒ Yes (No if Unchecked)

How was this contractor or vendor selected?

Consultant was selected through an RFP process, using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

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

Assist with fourteen (14) DSA closeout projects and certification of various projects,

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Consultant was selected through an RFP process, using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Completion contract – *contact legal counsel to discuss if applicable*
- ☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- ☐ Energy service contract – *contact legal counsel to discuss if applicable*
- ☐ Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- ☒ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: \_\_\_\_\_

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

Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)



## **OAKLAND UNIFIED SCHOOL DISTRICT PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is dated **December 11, 2025**, for reference purposes only, and is made by and between the **OAKLAND UNIFIED SCHOOL DISTRICT** (“District”) and **DSK ARCHITECTS** (“Contractor”), (together, “Parties”).

WHEREAS, Government Code section 53060 authorizes the District to contract with independent entities for the furnishing of special and professional services and advice, if those persons are specially trained and experienced and competent to perform the services required;

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services. Contractor shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”) related to the Certification Program and fourteen (14) DSA Legacy Closeout projects (the “Project”).

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on **December 11, 2025**. Contractor shall diligently perform as required and complete performance during the life of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. Submittal of Documents. The Contractor shall not commence the Services under this Contract until the Contractor has submitted and the District has approved the following documents:

- Signed Agreement
- Insurance Endorsements
- Workers’ Compensation Certificate
- Debarment Certification
- Scope of Work
- Fingerprinting/Criminal Background Certificate

4. Compensation. District shall pay Contractor for Services satisfactorily rendered pursuant to this Agreement, the not to exceed amount of **Two Hundred Fourteen Thousand Six Hundred Thirty-Two Dollars (\$214,632.00)**. Contractor shall provide a monthly invoice of the amount of Fees due for Services rendered in the prior month accompanied by documentation reasonably requested by District substantiating all charges, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice.

5. Expenses. Expenses will not be charged for Contractor's performance of these Services, with the exception of [list any expenses that may be recoverable or state "none"].

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

7. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint venturers 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. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the Services herein contemplated, Contractor shall have the sole authority for controlling and directing the performance of the details of the work. Contractor shall defend, indemnify, and hold harmless the District against any claims that it or any of its employees or agents are employees of the District.

8. Performance of Services / Standard of Care.

8.1 Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession and applicable laws, rules and regulations.

8.1.1 Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

8.1.2 Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

8.1.3 Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess all appropriate licenses, and shall have sufficient skill and experience to perform the work assigned to them.

8.2 Contractor and District agree to participate in regular meetings to discuss strategies, timetables, implementation of services, and any other issues deemed relevant to the operation of Contractor's performance of Services.

8.3 The work completed hereunder 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 Contractor shall maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Contractor in providing the Services, in such form as District shall approve or request. During the Term and for a period of three (3) years thereafter, upon District's written request, Contractor shall allow District or District's representative to inspect and make copies of such records in connection with the provision of the Services.

9. Originality of Services. Except as to standard generic details, Contractor 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 Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

10. Intellectual Property.

10.1 Contractor acknowledges and agrees that any and all work product, including any deliverables, it conceives, creates, develops, or reduces to practice, in whole or part, during the term of the Agreement, including without limitation, all "works of original authorship" and all content, inventions, improvements, enhancements, designs, ideas, source code, software applications, formula, processes, techniques, discoveries, or know-how, whether or not patentable or copyrightable, are "works for hire" and are and/or shall become and remain the sole and exclusive property of the District and the District shall be the sole owner of all patents, copyrights, and other rights in connection therewith throughout the world. To the extent any such works are not deemed works for hire, Contractor hereby assigns to the District, Contractor's entire right, title, and interest in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Contractor while working for or on behalf of the District, which relates to, is suggested by, or results from matters set forth in any active Statement of Work and depends on either:

10.1.1 Contractor's knowledge of Confidential Information (as defined in Section 6) it obtains from the District.

10.1.2 The use of the District's equipment, supplies, facilities, information, or materials.

10.2 Contractor shall disclose any such invention, technique, process, device, discovery, improvement, or know-how promptly to the District. Contractor shall, upon request of the District, promptly execute a specific assignment of title to the District and do anything else reasonably necessary to enable the District to secure for itself, patent, trade secret, or any other proprietary rights in the United States or other countries.

10.3 All writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Contractor in the course of performing services for the District, together with any associated copyrights, are works made for hire and the exclusive property of the District. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by Contractor to the District of the ownership of and all rights of copyright in, such items, and the District shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Contractor shall give the District or its designees all assistance reasonably required to perfect such rights.

10.4 If for any reason, including incapacity, the District cannot secure Contractor's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section, or to enforce such rights within seven (7) business days of such request, Contractor hereby designates the District as Contractor's attorney-in-fact and agent, solely and exclusively to act for and on Contractor's behalf to execute and file such documents with the same legal force and effect as if executed by Contractor and for no other purpose.

11. Default. The occurrence of any of the following constitutes a Default by Contractor under this Agreement:

11.1 Contractor violates this Agreement and fails to remedy or cure such violation within ten (10) days after District's written notice thereof;

11.2 Contractor exposes the District to liability to others for personal injury or property damage;

11.3 Contractor becomes insolvent or admits its inability to pay its debts generally as they become due;

11.4 Contractor becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within thirty (30) days after filing;

11.5 Contractor is dissolved or liquidated or takes any corporate action for such purposes;

11.6 Contractor makes a general assignment for the benefit of creditors;

11.7 Contractor has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

11.8 Contractor becomes incapable to perform any of the Services.

## 12. Dispute Resolution

The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, each Party shall make best efforts to resolve informally any such disputes.

12.1 Contractor Continuation of Services. Except in the event of the District's failure to make an undisputed payment of the fees owed to the Contractor, notwithstanding any disputes between District and the Contractor hereunder, the Contractor shall continue to provide and perform Services pending a subsequent resolution of such disputes.

12.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the Inspection Firm and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation. The Parties shall jointly select a mediator within thirty (30) days of a request of mediation by a Party, and complete mediation as soon thereafter as practically possible but in no event later than ninety (90) days after the original request for mediation, unless otherwise agreed to by the Parties.

12.3 Government Claim Requirements. The Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District

12.4 Arbitration. In the event that mediation is unsuccessful, to the extent applicable law does not otherwise provide, any dispute, claim or controversy between or among the District and Inspection Firm arising out of or in any way relating to this Agreement shall be determined by confidential, binding arbitration in the county in which the District's administrative offices are located before a neutral arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures in force at the time the arbitration is commenced. The arbitrator shall decide any issue of the breach, termination, enforcement, interpretation or validity of this entire agreement, including the determination of the scope or applicability of the agreement to arbitrate. The Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the date of this Agreement) with respect to any final arbitration award pursuant to this Agreement. Any court proceedings related to the arbitration shall take place in the state court (or federal court, if jurisdiction exists) in the county in which the District's administrative offices is located. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain important rights and protections that otherwise may have been available if

a dispute were determined by a judicial action including, without limitation, the extent of available discovery, the right to a jury trial, the recovery of attorney fees and certain rights of appeal.

This agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of California, exclusive of conflict or choice of law rules.

If this Agreement is related to a larger project for which there is more than one contract involved, and if more than one contractual dispute arises related to that project, then the District then may, at its option, consolidate arbitration proceedings arising from the Project into a single arbitration proceeding.

12.5 Attorney's Fees. To the extent either Party must seek enforcement or interpretation of this Agreement or otherwise defend against a claim arising from this Agreement, each Party shall bear their own fees and costs, including, but not limited to, mediation fees, arbitration fees, attorneys' fees and collection expenses, regardless of whether legal proceedings are or have been commenced to enforce said terms.

### 13. Termination.

13.1 For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.

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

12.2.1. any material violation of this Agreement by the Contractor; or

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

12.2.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor'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 Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor 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.

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

14. Indemnification. To the furthest extent permitted by California law, Contractor shall indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, arising out of, pertaining to or relating to the negligence, recklessness, errors or omissions, or willful misconduct of Contractor. Contractor shall, to the fullest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

15. Insurance.

15.1 Insurance Requirement

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/ or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence  
\$100,000 fire damage  
\$5,000 med expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence. If no owned autos, then non-owned/hired coverage can be accepted.

Workers' Compensation and Employers Liability Insurance covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Statement of verification.

Errors & Omissions (Professional Liability) coverage

\$1,000,000 per occurrence/ \$1,000,000 aggregate

Sexual Abuse and Molestation coverage

\$1,000,000 per occurrence/ \$1,000,000 aggregate

#### 15.2 Proof of Carriage of Insurance.

Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish District with certificates of insurance evidencing such coverage. The Commercial General and Automobile Liability policies shall name the District as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. The Contractor shall be required to provide District with 30 days' prior written notice if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this Agreement at no additional charge.

16. Assignment. Contractor shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of District, which consent may be granted or withheld in District's sole discretion. Any purported assignment or delegation in violation of this Section 14 shall be null and void. No assignment or delegation shall relieve the Contractor of any of its obligations hereunder. District may at any time assign or transfer any or all of its rights or obligations under this Agreement without Contractor's consent.

17. Compliance with Laws. Contractor shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Contractor has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor shall immediately notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.



18. Certificates/Permits/Licenses/Registration. Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.

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

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

21. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor 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 Contractor agrees to require like compliance by all its subcontractor(s).

22. Fingerprinting of Employees.

The Contractor shall comply with the requirements of California Education Code section 45125.1, and perform the following acts:

22.1 Require all current and subsequent employees of Contractor who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CADOJ").

22.2 Prohibit employees of Contractor from coming into contact with pupils until the CADOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code section 45122.1.

22.3 Certify in writing, using the District's fingerprinting certification form (available at the District Risk Finance and Insurance Services website) to the District that neither Contractor nor any of Contractor's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code section 45122.1 and provide such certification to the District Risk Finance and Insurance Services.

22.4 Provide a list of the names of Contractor's employees who may have contact with pupils to the District Risk Finance and Insurance Services. This list shall be updated for employee changes and shall list employees by appropriate school site.

22.5 The District may require the Contractor and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.

23. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor 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 Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

24. 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.

25. District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:

25.1 Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.

25.2 Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

26. 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.

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

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

**Notice to District:****Notice to Contractor:**

Oakland Unified School District 955 High Street, Oakland, CA 94601 Attention: Preston Thomas	DSK Architects 1901 Harrison Street, Suite 1320 Oakland, CA 94612 Attention: Amir Kakavand
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Any notice personally given or sent by facsimile or email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

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

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

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

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

33. Time is of the Essence. Time is of the essence in the performance of this Agreement. Contractor acknowledges that timely completion of the Services is critical to the District and that any delay in performance may cause substantial harm to the District. Contractor shall diligently perform its obligations and ensure that all deadlines specified in this Agreement, or otherwise agreed upon in writing, are met. Failure to perform the Services within the required timeframe may constitute a material breach of this Agreement, subjecting Contractor to any remedies available under this Agreement or at law, including but not limited to termination for cause and damages resulting from the delay.

34. Incorporation of Recitals and Exhibit. The Recitals and exhibit attached hereto are hereby incorporated herein by reference.

35. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
36. 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.
37. Captions and Interpretations. Section 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.
38. Calculation of Time. For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
39. 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.
40. 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.
41. Conflict of Interest. Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.
42. Additional Terms. The parties acknowledge that Contractor may have submitted a proposal in connection with the services and/or materials to be provided under this Agreement. Any terms or conditions contained in such proposal shall be of no force or effect and shall not apply to or modify the rights and obligations of the parties hereunder. The relationship between the parties shall be governed solely by the terms of this Agreement, except that the proposal may be referenced solely for the limited purpose of describing the scope, specifications, or other factual information regarding the services or materials to be provided.
43. Sanctions in Response to Russian Aggression. The Contractor acknowledges and agrees that if any state funds are used in connection with this Agreement, the Contractor must comply with all economic sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including, but not limited to, those outlined in Executive Order N-6-22. The Contractor shall ensure that no funds received under this Agreement are used in violation of such sanctions. If this Agreement is valued at \$5 million or more, the Contractor must generate a report on steps they have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine. Such report shall be retained

by contractor and made available to the District or any other appropriate State department upon request. Failure to comply with these sanctions may result in the termination of this Contract at the sole discretion of the District and may subject the Contractor to additional penalties as provided by law.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the date indicated below by their respective officers thereunto duly authorized.

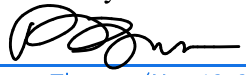
**OAKLAND UNIFIED SCHOOL DISTRICT**

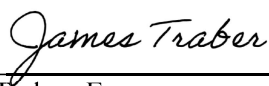
\_\_\_\_\_  
Jennifer Brouhard, President,  
Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Denise Gail Saddler, Ed.D.,  
Interim Superintendent  
& Secretary of the Board of Education

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
[Preston Thomas \(Nov 12, 2025 08:52:47 PST\)](#) 11/12/2025  
Preston Thomas, Chief Systems & Services Officer Date

  
\_\_\_\_\_  
James Traber, Esq.  
Counsel, OUSD

11/10/2025

\_\_\_\_\_  
Date

**DSK ARCHITECTS**

Amir Kakavand

Digitally signed by Amir Kakavand  
DN: c=US, E=amir@dskarch.com,  
ou=Amir Kakavand  
Date: 2025.11.10 08:11:51-08'00'

11/10/25

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Amir Kakavand, Managing Partner  
\_\_\_\_\_  
Print Name, Title

## 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: 11/10/25

Name of Contractor: dsk architects

Signature: Amir Kakavand

Digitally signed by Amir Kakavand  
DN: C=US, E=amir@dskarch.com,  
CN=Amir Kakavand  
Date: 2025.11.10 08:11:27-08'00'

Print Name: Amir Kakavand

Title: Managing Partner

(This certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

## CONFLICT OF INTEREST STATEMENT

The undersigned Contractor for the **OAKLAND UNIFIED SCHOOL DISTRICT** is required to disclose any actual or possible conflicts of interest, the existence of his or her financial interest, and any outside alliance or professional or personal involvement that might conflict with his/her responsibilities to the District.

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District in writing.

If the District has reasonable cause to believe that a Contractor has failed to disclose actual or possible conflicts of interest, it will provide the member an opportunity to explain the situation.

If, after hearing the response of the Contractor and making such further investigation as appropriate, the District determines that the Contractor has failed to disclose an actual or possible conflict of interest, the contract is subject to immediate termination.

I have read and understand the foregoing, and I certify that:

I   do   /   do not   have business or financial interests in the **OAKLAND UNIFIED SCHOOL DISTRICT** or a business entity affiliated with the District that might conflict with my responsibilities under this Agreement.

Exceptions to Statement of Disclosure, if any:

By: Amir Kakavand Digitally signed by Amir Kakavand  
DN: C=US, E=amir@dskarch.com,  
CN=Amir Kakavand  
Date: 2025.11.10 08:10:35 -0800

Name: Amir Kakavand

Title: Managing Partner

Date: 11/10/25

## FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

(Contractor **REQUIRED** to complete.)

One of the boxes below **must** be checked, and an executed copy of this form must be attached to the Independent Contractor Agreement (“Agreement”):

- ☒ Contractor’s employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor’s services under this Agreement.
- ☐ Contractor’s employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor’s services under this Agreement, and Contractor certifies its compliance with these provisions as follows: *“Contractor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, 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 all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*
- ☐ Contractor’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor’s employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor’s services under this Agreement.
- ☐ Contractor’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor’s employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:
  - ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
  - ☐ Continual supervision and monitoring of all Contractor’s on-site employees of Contractor by an employee of Contractor, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
  - ☐ Surveillance of Employees by District personnel.



**Megan's Law (Sex Offenders).** Contractor shall verify and continue to verify that the employees of Contractor that will be on the project site and the employees of the subcontractor(s) that will be on the project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

**MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:**

**I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.**

**CONTRACTOR**

By: Amir Kakavand

Digitally signed by Amir Kakavand  
DN: C=US, E=amir@dskaarch.com,  
CN=Amir Kakavand  
Date: 2025.11.10 08:10:62 -08'00'

Name: Amir Kakavand

Title: Managing Partner

Date: 11/10/25

**MUST BE COMPLETED BY DISTRICT'S AUTHORIZED REPRESENTATIVE:**

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

**DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT “A”**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

### 2.2.1 BRIEF DESCRIPTION AND HISTORY OF THE FIRM

dsk architects, led by principals Amir Kakavand, Mark Seiberlich, Jeff Fuller, Randy Dettmer and Brett McCune, is a Limited Liability Partnership established in 2006, and has spent the past 18 years working in Education, Healthcare, Interior and Commercial design. From project assessment to schematic design, DSA approval, and Construction Administration, our wealth of experience helps us spot challenges early, and begin implementing solutions quickly. Our staff of 36 includes 14 licensed architects, and 9 LEED professionals. Our firm is at a unique advantage of being large enough to provide comprehensive architectural services while small enough to cater to individual District needs.

#### Experts in K-12 Facilities

Our core practice is in providing design services to educational clients using an approach that combines our extensive expertise with technological resources. The projects listed on the following pages demonstrate our qualifications and in-depth knowledge in K-12 projects. Working in the California educational market since the 1980s, our partners have gained a vast array of knowledge on the issues, concerns and technical necessities of good educational design. We are experienced with the DSA process; local requirements; and State Codes.

We understand the dynamics of school boards, funding allocation, operational needs, and maintenance issues. Just as importantly, we understand the perspective of teachers, students and the concerned public, and the need to respond to the limitations of budgets.

#### Number of Professional Employees and Support Staff

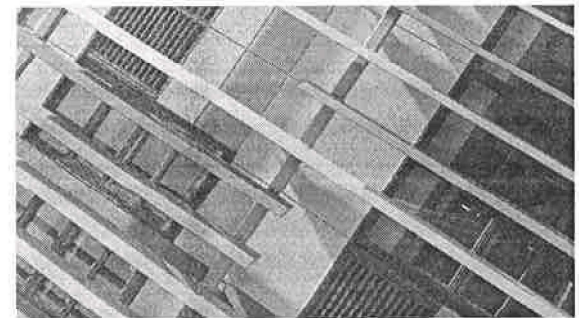
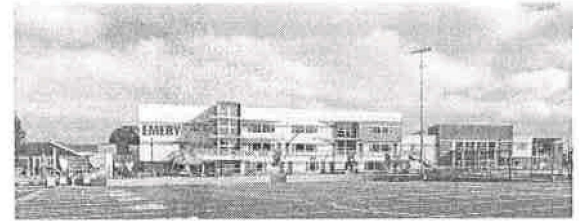
dsk architects is a diverse, 36 person, full service architectural firm. Our staff breakdown is as follows:

- 1 | Managing Partner
- 5 | Principals
- 4 | Directors
- 14 | Licensed Architects
- 9 | LEED Accredited Professionals
- 13 | Project Managers
- 3 | Admin Support Staff
- 27 | Technical Staff

#### Services

- Conceptual Design
- Schematic Design
- Design Development
- Construction Documentation
- Agency Approvals
- Bidding & Negotiation
- Construction Contract Administration
- Project Closeout
- Post-Occupancy Evaluation
- Interior Design
- Master Planning
- Feasibility Studies
- Building Analysis
- Energy Modeling
- Funding Support
- Building Information Management (BIM)
- Design-Build Bridging Documents
- District Standards
- Programming
- Project / Campus Assessments
- Community & User Engagement
- Scheduling
- Digital Modeling

Please see Organizational Chart on page 10.



#### Company Name and Information

DSK LLP, dba dsk architects  
Limited Liability Partnership  
Established 9/26/2006

#### Address Where Services Will Be Performed

1901 Harrison Street, Suite 1320  
Oakland, CA 94612

#### Ownership

Amir Kakavand, Managing Partner- 99%  
Mark Seiberlich, Partner- 1%

#### Firm's Senior Officials

Amir Kakavand, Managing Partner  
Mark Seiberlich, Partner  
Randy Dettmer, Partner  
Brett McCune, Principal  
Jeffery M. Fuller, Principal

**USD Architectural Services for DSA Project Closeout and Certification of Various Projects closed without DSA Certification**  
 Project Number # 25103

DSA App.	Campus	Arch. Total	Mech/Plumbi	Electrical	Struct.	Contingency	Proj.Total
01-61326	Bella Vista ES	\$3,120.00		\$9,000.00		\$1,212.00	\$13,332.00
01-61364	John Swett ES	\$3,900.00		\$9,000.00		\$1,290.00	\$14,190.00
01-61691	Sante Fe ES	\$9,360.00		\$9,000.00	\$25,000.00	\$4,336.00	\$47,696.00
01-61734	Lakeview ES	\$12,480.00	\$1,000.00	\$3,000.00		\$1,648.00	\$18,128.00
01-67280	Dewy HS, Toler Heights ES, Roosevelt JHS	\$18,720.00				\$1,872.00	\$20,592.00
01-67983	Oakland HS, M. Foster ES, V. Carter MS, Peralta ES, MLK ES	\$3,120.00				\$312.00	\$3,432.00
01-68358	Cole ES	\$7,020.00	\$1,000.00	\$9,000.00		\$1,702.00	\$18,722.00
01-69697	Montclair ES	\$7,020.00	\$1,000.00	\$3,000.00	\$16,000.00	\$2,702.00	\$29,722.00
01-80052	Franklin ES	\$3,120.00		\$3,000.00		\$612.00	\$6,732.00
01-102540	Cole ES	\$0.00				\$0.00	\$0.00
01-102602	Lincoln ES	\$3,900.00			\$22,000.00	\$2,590.00	\$28,490.00
01-102721	McClymonds HS	\$3,120.00		\$3,000.00		\$612.00	\$6,732.00
01-102744	Oakland Tech HS	\$3,120.00				\$312.00	\$3,432.00
01-102865	C. Munck ES	\$3,120.00				\$312.00	\$3,432.00
	<b>Total</b>	<b>\$81,120.00</b>	<b>\$3,000.00</b>	<b>\$48,000.00</b>	<b>\$63,000.00</b>	<b>\$19,512.00</b>	<b>\$214,632.00</b>

### Hourly Billing Rates by Position

#### dsk architects

##### Hourly Rates

Position	Rate
Partners Principals	\$275
Senior Programmer	\$225
Senior Project Staff (arch 3)	\$215
Project Architect (arch 3)	\$215
Project Manager (arch 3)	\$195
Intermediate Project Staff (arch 2)	\$175
Junior Project Staff (arch 1)	\$130
Administrative Staff	\$115

*\*Rates subject to revision every twelve months. We do not charge our clients any overtime rates*

### Reimbursable Expenses

- Travel over 100 miles from the District (none of proposed team will require mileage reimbursements)
- Document printing above and beyond contract required sets. (10% markup)

**H & M**  
 MECHANICAL  
 GROUP, INC.  
 8517 Earhart Road, Ste. 230  
 Oakland, CA 94621  
 Tel: 510-569-2000

## H & M MECHANICAL GROUP 2025 BILLING RATES

Principal:	\$ 277.00 / hour
Engineer:	\$ 214.00 / hour
Designer:	\$ 158.00 / hour
CAD Operator:	\$ 127.00 / hour
Administration:	\$ 100.00 / hour

Fees will remain in effect if a contract is signed in 2025 and will remain the same for the duration of the contract.



### Hourly Billing Rate Schedule:

Principal	\$295
Project Manager/Sr. Engineer	\$255
Project Engineer/Sr. Designer	\$245
Project Designer	\$205
CAD/Revit Technician	\$185
Administrative	\$115



Oakland Unified School District  
Local Business Utilization



LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime: dsk architects  
Project Name: DSA Project Closeout and Certification of Various Projects  
Project Number: # 25103  
Proposed Total Contract Amount: \$214,632.00

Bid Opening Date: September 10, 2025  
Time: 2PM  
Project Manager:  
Architect:

BASE BID AMOUNT: \$195,120  
Proposed Total SLBE Amount (%): 33.8 %

Total Proposed LBU = 75.4%

TSP

Small, Local Business Enterprise (SLBE)			Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRB)
Company Name	Certifying Agency	Total Amount of Contract (as a \$ amount)			
dsk architects	Alameda County (City of Oakland in progress)	81,120.00	41.6		
Address: City/State	1901 Harrison St, Suite 1320, Oakland, CA				
Company Name	Certifying Agency	Total Amount of Contract (as a \$ amount)			
IDA Structural Eng.	City of Oakland, OUS	63,000.00		32.3	
Address: City/State	1629 TELEGRAPH AVE STE 300, Oakland, CA				
Company Name	Certifying Agency	Total Amount of Contract (as a \$ amount)			
H&M Mechanical	City of Oakland	3,000.00		1.5	
Address: City/State	8105 Edgewater Drive Suite 114, Oakland, CA				
Company Name	Certifying Agency				
Company Name	Certifying Agency				
Company Name	Certifying Agency				
Company Name	Certifying Agency				
TOTAL PARTICIPATION		\$ 147,120	41.6 %	1.5 %	32.3 %

Tiffany Knuckles Oct 30, 2025

APPROVAL - LBU Compliance Officer







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt Diablo Blvd, Suite 230 Lafayette CA 94549		<b>CONTACT</b> NAME: Chris Romano PHONE (A/C, No, Ext): 714-427-3489 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com	
License#: 6003745 DSKLLP0-01		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> dsk, LLP 1901 Harrison Street, Suite 1320 Oakland CA 94612		<b>INSURER A:</b> Hartford Accident and Indemnity Company	
		<b>INSURER B:</b> Hartford Casualty Insurance Company	
		<b>INSURER C:</b> Hartford Underwriters Insurance Company	
		<b>INSURER D:</b> XL Specialty Insurance Company	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 847911701

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	57SBWBF6S95	11/7/2025	11/7/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57UEGBF6071	11/7/2025	11/7/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	57SBWBF6S95	11/7/2025	11/7/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	57WEGAE1P80	11/7/2025	11/7/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			DPR5050136	11/7/2025	11/7/2026	Per Claim \$3,000,000 Aggregate Limit \$5,000,000

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

The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability. Project #25103, DSA Project Closeout and Certification of Various Projects. Oakland Unified School District is named as an additional insured as respects general liability and auto liability as required per written contract.

**CERTIFICATE HOLDER****CANCELLATION** 30 Day Notice of Cancellation

Oakland Unified School District Attn: Preston Thomas 955 High Street Oakland CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

This endorsement, effective 12:01 a.m., 11/07/2025 forms a part of

Policy No. DPR5050136

Issued to dsk LLP

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF POLICY CANCELLATION – BLANKET NOTICE TO DESIGNATED ENTITIES**

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS, CONSULTANTS AND ENGINEERS

Section XI. OTHER CONDITIONS, Paragraph **A. Cancellation** is amended by the addition of the following:

In the event that the Company cancels or non-renews this Policy during the POLICY PERIOD, the Company agrees to provide thirty (30) days' prior written notice of cancellation or non-renewal of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation or non-renewal of this Policy, provided that:

1. The Company receives, at least thirty (30) days prior to the date of cancellation or non-renewal, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice; and
2. The written request includes the name, address and email of each person or entity designated by the NAMED INSURED to receive such notice. The Company will assume that the list provided to the company by the NAMED INSURED is a complete and accurate list.

This endorsement does not apply to non-renewal of the Policy at the end of the POLICY PERIOD or cancellation of the Policy for non-payment of premium to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.





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

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

**Policy Number:** 57WEGAE1P80

**Endorsement:**

**Effective Date:** 11/07/2025

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** dsk, LLP  
1901 Harrison Street, Suite 1320  
Oakland, CA 94612

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

Project Name	DSA Project Closeout and Certification of Various Projects	Site	918
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### Basic Directions

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

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

Contractor Name	DSK Architects	Agency's Contact		Amir Kakavand				
OUSD Vendor ID #	001432	Title		Owner				
Street Address	1901 Harrison Street, Suite 1320	City	Oakland	State	CA	Zip	94612	
Telephone	415-244-6953	Policy Expires						
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 #	25103							

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-11-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2026
		New Date of Contract End (If Any)	

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)		If New Contract, Total Contract Price (Not To Exceed)	\$214,632.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9884	Fund 21, Measure J	210-9650-0-9884-8500-6215-918-9180-99005-9999-22119	5215	\$214,632.00

### Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director of Facilities				
	Signature		Date Approved		
2.	Counsel, Department of Facilities Planning and Management				
	Signature <i>Sole Nadel Hayes</i>		Date Approved	11/10/2025	
	Email: <a href="mailto:sole.nadelhayes@ousd.org">sole.nadelhayes@ousd.org</a>				
	Chief Systems Services Officer				
3.	Signature <i>Preston Thomas</i>		Date Approved	11/12/2025	
	<a href="#">Preston Thomas (Nov 12, 2025 08:52:47 PST)</a>				
	Chief Financial Officer				
4.	Signature		Date Approved		
	President, Board of Education				
5.	Signature		Date Approved		