

Board Office Use: Legislative File Info.	
File ID Number	24-1477
Introduction Date	06-26-2024
Enactment Number	24-1348
Enactment Date	6/26/2024 er



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management – Kenya Chatman, Executive Director, Facilities

Board Meeting Date June 26, 2024

Subject Amendment No. 1 Agreement for Architectural Services – HKIT Architects – Melrose Leadership Academy at Maxwell Park & Sherman Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1 to the Agreement for Architectural Services by and between the District and HKIT Architects, Oakland CA, for the latter to provide additional architectural and engineering services which include portable relocation, main building modernization, and new classroom building for the Melrose Leadership Academy at Maxwell Park & Sherman Project, in an additional not-to-exceed amount of \$3,275,806.00, which includes a \$294,164.00 not-to-exceed contingency and a \$40,000 not-to-exceed amount for reimbursable expenses, increasing the Agreement’s total from \$1,104,910.00 to \$4,380,716.00, and extending the term of the Agreement from May 31, 2024 to September 30, 2028, (an additional 1,583 calendar days). All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for increasing the not-to-exceed amount by \$3,275,806.00 for ongoing architectural and engineering services needed through September 30, 2028.

LBP (Local Business Participation Percentage) 67.4%

Recommendation Approval by the Board of Education of Amendment No. 1 to the Agreement for Architectural Services by and between the District and HKIT Architects, Oakland CA, for the latter to provide additional architectural and engineering services which include portable relocation, main building modernization, and new classroom building for the Melrose Leadership Academy at Maxwell Park & Sherman Project, in an additional not-to-exceed amount of \$3,275,806.00, which includes a \$294,164.00 not-to-exceed contingency and a \$40,000 not-to-exceed amount for reimbursable expenses, increasing the Agreement’s total from \$1,104,910.00 to \$4,380,716.00, and extending the term of the Agreement from May 31, 2024 to September 30, 2028, (an additional 1,583 calendar days). All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Funds, Measure Y

Attachments

- Amendment No. 1, including Exhibits
- Routing Form
- File ID 22-1846

AMENDMENT NO. 1 TO AN AGREEMENT FOR ARCHITECTURAL SERVICES

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 15, 2022** ("Agreement"), and the parties agree to amend the Agreement for the **Melrose Leadership Academy at Maxwell Park Elementary School & Sherman Project** as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: Additional architectural and engineering services which includes portable relocation, main building modernization, and new classroom building, as described in the proposal dated May 17, 2024, attached to this Amendment in Exhibit A.</p>			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>One thousand five hundred eighty-three (1,583) days</u>, and the amended expiration date is September 30, 2028. The current end date is May 31, 2024.</p>			
3.	Compensation:	<input type="checkbox"/> The not-to-exceed contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The not-to-exceed contract price has <u>changed</u> .
<p>If the compensation is changed: The not-to-exceed contract price is</p> <p><input checked="" type="checkbox"/> Increased by: <u>Three Million Two Hundred Seventy-Five Thousand Eight Hundred Six dollars /No/100 (\$3,275,806.00)</u>.</p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the contract price was: <u>One Million One Hundred Four Thousand Nine Hundred Ten Dollars No/100 (\$1,104,910.00)</u>, and after this amendment, the contract price will be: <u>Four Million, Three Hundred Eighty Thousand, Seven Hundred Sixteen Dollars no/100 (\$4,380,716.00)</u>.</p>			

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


5. Amendment History:

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

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

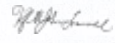
6. Approval: This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

OAKLAND UNIFIED SCHOOL DISTRICT




Benjamin Davis, President,
Board of Education

6/27/2024
Date



Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education

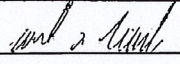
6/27/2024
Date



Preston Thomas, Chief Systems & Services Officer
Facilities, Planning and Management

5.30.24
Date

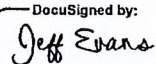
Approval As To Form:



Mark S. Williams [name]
General Counsel, Facilities,

5/29/24
Date

CONTRACTOR

DocuSigned by:
 5/24/2024

Contractor Signature 0BF948C2FB844F5... Date
Jeff Evans Principal

Print Name, Title HKIT Architects

EXHIBIT “A”
Scope of Work for Amendment

Contractor Name: HKIT Architects

1. Detailed Description of Services to be Provided: Additional architectural and engineering services which includes portable relocation, main building modernization, and new classroom building, as described in the proposal dated May 17, 2024, included herein.

2. Specific Outcomes:

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

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

March 26, 2024 rev May 17, 2024

Kenya Chatman
Ty Taylor
Victor Manansala
Oakland Unified School District
955 High Street
Oakland, CA 94601

Reference: Melrose Leadership Academy
Design Development through Construction / Close Out
HKIT Project # 22012.01

Dear Kenya, Ty, and Victor -

HKIT is pleased to provide the following fee proposal for the continuation of the project at Melrose Leadership Academy Maxwell Park campus through the completion of the project (Design Development through Construction Close Out).

PROJECT SCOPE

Portable Relocation

One existing portable is located within the footprint of some of the proposed new building location options. This scope is to prepare the DSA Over-the-Counter (OTC) package to relocate the portable elsewhere on campus. Based on the portable being a Pre-Checked (PC) portable eligible for relocation including being fully closed out with DSA. Phases include schematic design, construction documents, limited bidding support, and construction administration for a summer construction. Includes up to two months of CA and up to four total meetings / site visits. Consultants include Electrical/Low Voltage, Fire/Intrusion Alarm, Civil, Landscape, & Estimator. PV/Battery system design not included. Budget for this scope of work is TBD.

Main Building Modernization

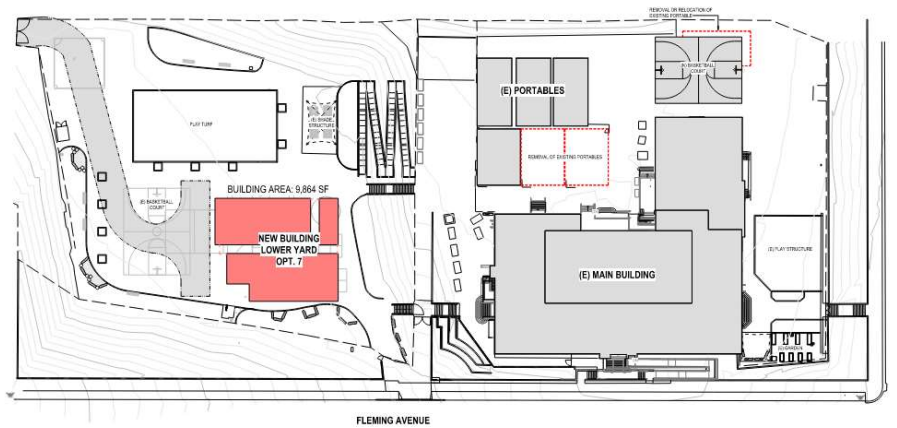
Main Building Modernization Project Scope includes:

- Voluntary Seismic Upgrade
- Accessibility Upgrades
- Fire Alarm Upgrades
- Plumbing System Upgrade
- Roof repair
- Exterior Lighting Upgrades (Egress)
- Door Hardware upgrades
- Heat Pump System
- Electrical Infrastructure Upgrades
- Related Site Work (Includes EVA if required)

Modernization Budget about \$11.2 M. See included MLA Site Assessment Prioritization & Budget Matrix from January 2024

New Classroom Building

New two-story Middle School Classroom building located on lower yard per Option 2, at about 10,800 SF

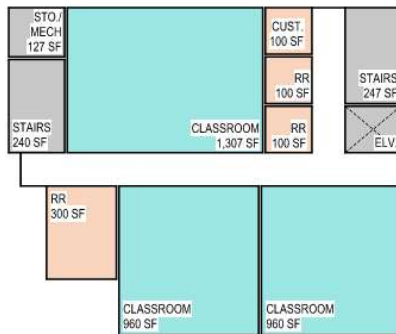


LOWER YARD - OPTION 2

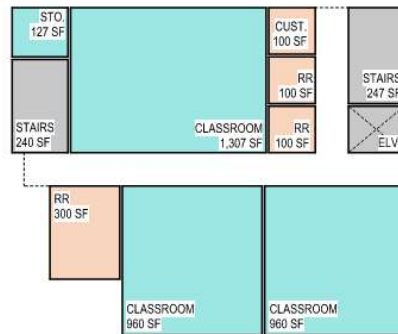
Program includes:

- Two MS science classrooms
- Four standard classrooms
- Four single accommodation restrooms and two multiple accommodation restrooms
- Support Spaces (storage, custodial, electrical, IDF)
- Circulation spaces (Stairs and elevator)

Layout below was selected by Oakland USD noting restroom at SW corner may rotate 90 degrees



BUILDING AREA: 4,932 SF



BUILDING AREA: 4,932 SF
EXTERIOR WALKWAY AREA: 804 SF

1 1ST FLOOR PLAN - NEW BUILDING - LOWER YARD
1/8" = 1'-0"

2 2ND FLOOR PLAN - NEW BUILDING - LOWER YARD
1/8" = 1'-0"

Includes code required solar photovoltaic system and code required battery storage (unless project is exempt).
New Classroom Building Budget is about \$12.4 M. See included MLA Site Assessment Prioritization & Budget Matrix from January 2024

New Construction and Modernization Phases

Design Development, Construction Documents, DSA Review/Approval, Bidding Support, Construction Administration, Close Out

New Construction and Modernization Consultants

Structural Engineer, MP Engineer, Fire Sprinkler (New Bldg Only), Electrical /Low voltage Engineer, Security/Fire Alarm, Civil Engineering, Landscape Architect, Cost Estimator, Acoustic Engineer (New Bldg Only)

PROJECT BUDGET

Total project budget is approximately \$23.6 M not including the cost of the relocation of the portable (if required). See included MLA Site Assessment Prioritization & Budget Matrix from January 2024

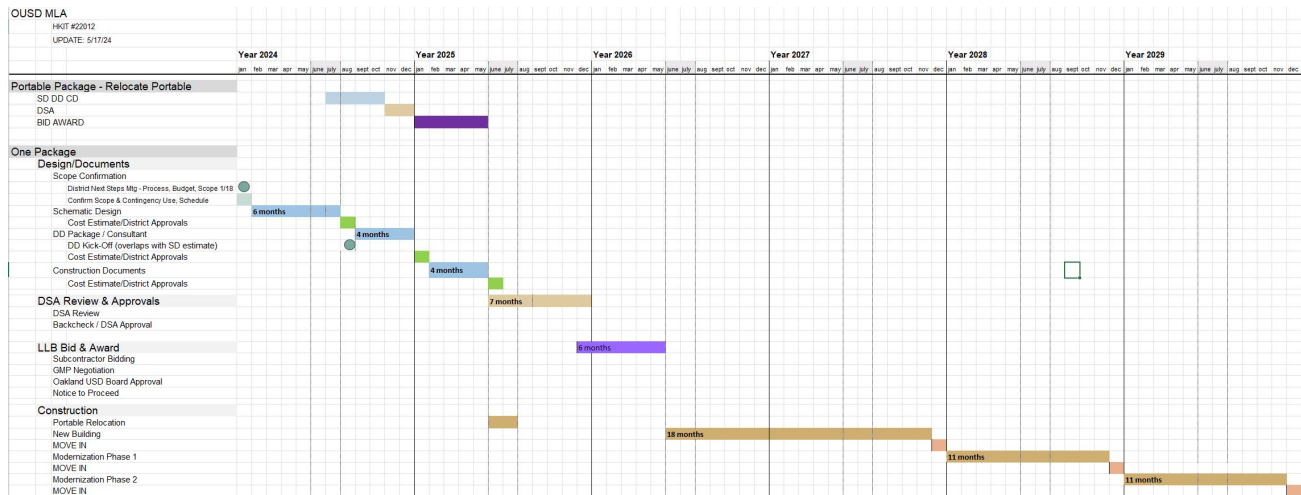
DSA APPLICATIONS

The portable relocation will be one separate DSA Over-the-counter application. The Modernization and New Construction together will be one DSA application with no increments.

SCHEDULE

The schedule provided to the district on January 26, 2024 is the baseline schedule. Due to a delay in selecting the building location and general layout, the project is behind that schedule by about 7 weeks. HKIT was able to progress on the modernization but the new building portion remains behind by 4-6 weeks. To achieve Construction start at the same time as previous, the Bidding period now overlaps with the DSA Review/Approval by 1 month. See updated graphic below.

- Schematic Design – 7 months (including 1 month for estimate and district approvals)
- Design Development – 5 months (including 1 month for estimate and district approvals)
- Construction Documents - 5 months (including 1 month for estimate and district approvals)
- Phased construction (3 phases back to back to back – 40 months total. 18 months for phase 1 for the new building, 11 months for phase 2 for the modernization first part, and another 11 months for phase 3 for the modernization second part). Note: Fee Budget for Construction Administration for phase 1 new building is based on 30 hrs per week maximum, and Fee budget for Construction Administration for Phase 2 and 3 modernization is based on 22 hours per week maximum.



CHPS

The Oakland USD project goal is to achieve CHPS designed for new building. Given selected scope and budget requirements the modernization is not pursuing formal CHPS designed status. Selected scope within the modernization will integrate CHPS designed criteria to the extent possible within the budget, but the full modernization project will not pursue CHPS designed status. Acoustical engineering not included in the Modernization.

PROJECT DELIVERY METHOD

Project Delivery Method to be Lease Lease Back.

Portable Relocation Compensation

We proposed working on a Lump Sum Basis of One Hundred Twenty-Four Thousand Nine Hundred Ninety and 00/100 Dollars (\$124,990.00).

Design Phases, DSA Review & Approval, Bidding Support	\$ 96,588.00
Construction Administration	\$ 28,402.00
SUBTOTAL PORTABLE	\$124,990.00

New Building Compensation

We proposed working on a Lump Sum Basis of One Million Four Hundred Twenty-Five Thousand Three Hundred and Fifty-Eight and 00/100 Dollars (\$1,425,358.00).

Design Phases, DSA Review & Approval, Bidding Support	\$777,185.00
Construction Administration	\$648,353.00
SUBTOTAL NEW BUILDING	\$1,425,358.00

Modernization Compensation

We proposed working on a Lump Sum Basis of One Million Three Hundred Ninety-One Thousand One Hundred Fourteen and 00/100 Dollars (\$1,391,114.00).

Design Phases, DSA Review & Approval, Bidding Support	\$824,846.00
Construction Administration	\$566,268.00
SUBTOTAL MODERNIZATION	\$1,391,114.00

TOTAL – ALL PHASES **\$2,941,642.00**

Oakland USD Controlled Contingency: **\$ 294,164.00**

Reimbursable Expenses Allowance All Phases: **\$ 40,000.00**

TOTAL All Compensation + Reimbursables + Contingency **\$3,275,806.00**

Exclusions

- Changes in budget or schedule or scope. Changes in previously approved material.
- CEQA, Hazardous Materials, authorship of OPSC Funding Applications
- Work to produce or revise District standards
- All consultants not specifically listed. Commissioning by District.
- Interim Housing
- Multiple Prime Construction Contract Delivery Method (CM Multi-Prime or CM at Risk)
- More than one construction contract for the main project (Modernization of Building A / New Cafeteria Classroom Building B Replacement). More than one construction contracts / phases for the portable relocation.
- More than one bidding period for the main project (Modernization of Building A / New Cafeteria Classroom Building B Replacement). More than one bidding periods for the Interim Housing
- Estimate reconciliation meetings with third-party estimator/construction manager
- Work in the public right of way other than utility connections / utility services
- Continuous construction monitoring or inspection; supervision of the inspector of record
- Any project fees including for testing or permits
- Mandatory Seismic Structural Upgrade including but not limited to current code
- Stormwater Pollution Prevention Plan (SWPPP) including for construction phase. QSD and QSP inspections during construction.
- Topographical or Utility Survey
- Preparation of Oakland USD front end Division 00 or Division 01 specifications; OUSD to provide
- Site retaining walls
- Joint trench for dry utilities
- Total construction duration longer than 40 months for the new building and modernization construction. Three phases total (one for new building, two for modernization). Hours beyond those listed for construction on an average per week basis. Single Portable relocation to be summer project with maximum of 4 site visits and or meetings.
- More than 28 district meetings total DD through DSA Submittal. This allows for district meetings every other week on average (20) plus four PAC meetings total and four community meetings total during the time period including the phases of DD and CD.
- Redesign as a result of contractor errors. Redesign as a result of failure of inspector of record to properly monitor the project.
- Booster Pumps or water tanks for water or fire water system.
- More than two reviews of submittals.
- See consultant proposals for additional exclusions

Very truly yours,

HKIT ARCHITECTS



Jeff Evans, AIA, LEED AP BD+C
Principal

JE

MLA - Maxwell Campus: Renovation Scope Prioritization								
Item #	Category/Item	Description	Priority # (From 1 - 4)	Cost including GC Markups, Design & Construction Contingency, Escalation	Priority 1 - Life Safety and Accessibility Seismic & Accessibility Upgrades; Fire Life Safety; HVAC Building Systems; Campus Safety	Priority 2 - Building Systems and Classroom Enlargement Right Size Classrooms; Sustainability Improvements; Improve Building Systems (electrical, mechanical, plumbing, & exterior envelope)	Priority 3 - Modernizations to non-classroom areas or buildings Exterior Space / Play Yards; Evaluating Dedicated Middle School Spaces; Gymnasium (Mostly Outside Budget)	NOTES (GREEN BOX MEANS START SCHEMATIC)
1.00 Seismic & Accessibility Upgrades					\$3,241,800	\$3,096,500	\$0	\$0
Summary:						Structural & ADA upgrades @ POT, doors, sinks, railings	ADA upgrades for garden, drinking fountains, casework	
1.01	Classroom Building Structural Upgrade: Shear Stress Check	New shear walls can be provided and / or existing shear walls can be strengthened to satisfy seismic demand criteria. New and strengthened walls must form a complete, balanced and properly detailed seismic-force resisting system for the building. Concrete and reinforcing bar testing will be required prior to any retrofit design. It is possible this testing will show higher strengths than specified, which could partially or fully mitigate deficiency. See SEOR Tier 1 analysis. (This issue is mitigated by 1.02.)	1		\$0			
1.02	Classroom Building Structural Upgrade: Reinforcing Steel	The shear walls can be strengthened by infilling openings, thus limiting the extent of required non-ductile behavior. Alternatively or in combination, the walls can be made stronger and more ductile by applying fiber-reinforced polymer (FRP) to one or both sides. See SEOR Tier 1 analysis.	1	\$815,800	\$815,800			
1.03	Classroom Building Structural Upgrade: Foundation Dowels	New concrete can be added to strengthen the connection between the wall and foundation. Alternatively, FRP can be wrapped from the wall to the foundation to increase connection strength. See SEOR Tier 1 analysis.	1	\$1,035,600	\$1,035,600			
1.04	Correct non-compliant ADA POT issues	Field verify and correct ADA path of travel issues including possible regrading and/or replacement of ramp and play area. Replace play yard paving and correct grades where cross-slope exceeds 2% in striped game areas. Seal and restripe all other play yard areas. See Civil and Landscape assessments.	1	\$187,200	\$187,200			
1.05	Correct non-compliant site handrails	Replace site handrails where required to meet code. See Civil and Landscape assessments. (Stair handrails are included in 1.07.)	1		\$0			
1.06	Correct street ADA parking (TBD)	Unless provided by the City of Oakland, provide accessibility upgrades including loading area at on-street ADA parking stalls. See Civil assessment.	1	\$22,400	\$0			Not required per DSA
1.07	Correct non-compliant site stairs and railings	Replace stairs and stair railings where required and provide contrasting stripe. Add guardrail at NE playground stair. Note: some of this work is already under contract as part of the Living Schoolyard project. See Civil assessment.	1	\$153,800	\$153,800			
1.08	Walking Surfaces at school garden (Voluntary Accessibility)	Provide accessible surface at school garden (granite-crete or permeable pavers or similar). See Landscape assessment.	1	\$122,900	\$0			Voluntary Accessibility
1.09	Upgrade drinking fountains and picnic tables	Provide accessible outdoor picnic tables and drinking fountains. See Landscape assessment.	1	\$47,900	\$47,900			Code and Voluntary Accessibility
1.10	Replace casework for accessibility	Replace casework with ADA-compliant casework where required by program. See Architectural assessment.	1	\$57,500	\$57,500			
1.11	Electric door operators for accessibility	Provide electric door operators at Main Building recessed classroom entrances. See Architectural assessment.	1	\$97,800	\$97,800			
1.12	Upgrade smaller restrooms	Upgrade three 2nd Floor, one 1st Floor restrooms to ADA-compliance. See Architectural assessment.	1	\$237,800	\$237,800			
1.13	Provide ADA signage	Provide ADA-compliant wall and door signage. See Architectural assessment.	1	\$47,000	\$47,000			
1.14	Replace interior handrails	Correct or replace interior handrails to ADA-compliance at stairs and north interior ramp. Provide handrail at Stage. See Architectural assessment.	1	\$176,400	\$176,400			
1.15	Replace interior ramp	Verify if north wing interior ramp requires replacement. See Architectural assessment.	1	\$65,200	\$65,200			
1.16	Replace sinks	Replace sinks in elementary classrooms with ADA-compliant sinks. Remove and do not replace in middle school classrooms. See Architectural assessment.	1	\$49,900	\$49,900			
1.17	Replace door hardware	Classroom hardware is scheduled for security lockset replacement below, replace all other door hardware to meet ADA.	1	\$124,600	\$124,600			
2.00 Fire/Life Safety					\$1,085,900	\$1,085,900	\$0	\$0
Summary:						Fire alarm system replacement, hazmat		
2.01	Replace fire alarm control panel	Replace existing FACP with a new Simplex 4100ES fire alarm control unit. See Electrical assessment.	1	\$527,600	\$527,600			
2.02	Replace fire alarm devices	Replace all fire alarm devices due to age. See Electrical assessment. (included in 2.01)	1		\$0			
2.03	Install fire alarm notification devices.	At Main Building and 1997 portables, install notification devices (speakers, strobes) in classrooms and throughout the building to provide required voice communication coverage. This does not apply to the 2001 portables. See Electrical assessment. (included in 2.01)	1		\$0			
2.04	Remove old heat detectors	Disconnect and removed old heat detectors from the intrusion alarm system. See Electrical assessment.	1	\$57,000	\$57,000			
2.05	Review EVA with Fire Dept	Review existing EVA with Oakland Fire Department to determine if revisions are required. See Civil assessment.	1	\$170,900	\$170,900			Voluntary for Modernization; Possible for new addition
2.06	Hazmat Abatement	Main Building only	1	\$330,400	\$330,400			
3.00 Building / Site Systems					\$4,546,200	\$0	\$1,648,300	\$0
Summary:							Replace bldg/site plumbing systems, Main Bldg Roof	Exterior repair, replace portable roofs
3.01	Replace building plumbing systems	Replace the Main Building plumbing, sanitary sewer, and storm drainage systems. See Mech & Plumbing assessment.	2	\$1,189,000		\$1,189,000		
3.02	Repair or replace site storm drainage systems	Reconnect RWLs to existing storm drain system. Due to age it may be necessary to replace the storm drainage system on site. Review cause of flooding from adjacent church property. See Civil assessment.	2	\$151,700		\$0		
3.03	Repair or replace site plumbing systems	Due to age consider replacing the existing water and sanitary sewer systems on site. See Civil assessment.	2	\$366,300		\$0		
3.04	Replace RWLs	Remove and replace rusted RWLs. See Envelope assessment.	2	\$14,400		\$0		Assign to B&G
3.05	Repair damaged siding	Remove and replace rotted T1-11 siding at portable buildings. See Envelope assessment.	2	\$87,100		\$0		Assign to B&G
3.06	Repair Main Building roof	Install white roof coatings on Main Building base flashings where granule loss is evident. Install new lap sealant, strip and refinish metal cap flashings. Reseal the base of all roof penetrations with roof cement. See Envelope assessment.	3	\$459,300		\$459,300		This or replace not both; repair with new bldg but replace if modernization
3.07	Replace skylights	Replace Main Building existing skylights with new skylights. See Envelope assessment.	2	\$174,500		\$0		
3.08	Replace portable roofs	Replace portable building roofs with new BUR roofs. See Envelope assessment.	2	\$476,700		\$0		
3.09	Replace Main Building roof	Replace Main Building roof with new BUR roof if budget allows. If not provide the repairs noted above. See Envelope assessment.	2	\$1,549,300		\$0		This or replace not both; repair with new bldg but replace if modernization
3.10	Add Utilities at roof (Power, Water)	Add power and water to Main Building roof per OUSD B&G request. See Envelope assessment.	2	\$77,900		\$0		
4.00 Campus Safety					\$434,500	\$160,500	\$0	\$0
Summary:						Replace door hardware, ext lighting, security system		
4.01	Replace exterior lighting	Replace all exterior lighting with new LED surface mounted fixtures located on walls and soffits, centrally controlled via photocell or time clock. See Electrical assessment.	1	\$77,700	\$77,700			
4.02	Replace obsolete security alarm system	Replace the intrusion alarm system with the District standard Bosch B9512GI alarm system. See Electrical assessment.	1	\$274,000	\$0			
4.03	Replace door hardware	Replace door hardware with classroom security locksets. See Architectural assessment.	1	\$82,800	\$82,800			
5.00 Ed Code					\$230,100	\$0	\$0	\$0
Summary:							Remove cloak rooms to enlarge classrooms	
5.01	Optimize Under-sized classrooms (Younger Students)	Consider placing youngest students in the existing under-sized classrooms at the Main Building.	2			\$0		
5.02	Remove Cloak Rooms	Remove Cloak Rooms at classrooms to increase space in undersized classrooms. See Architectural Diagrams. MP-1 - MP-4, Keynote 1.	2	\$230,100		\$0		Possible Changes to Classroom Layout
6.00 District Standards					\$6,693,100	\$0	\$0	\$0
Summary:							Classroom AV, upgrade Kitchen	MPR acoustics & AV, CR teaching walls, acoustics
6.01A	Upgrade & expand kitchen	Upgrade current Warming Kitchen to a Finishing Kitchen in accordance with District requirements. See OUSD Design Guidelines Page 49 for Kitchen types.	3	\$1,426,400				Not clear on where this falls in new prioritization matrix
6.01B	Add serving area	Increase kitchen addition size from 650sf to 1,850sf in order to include a 1,200sf serving area with 2 POS stations (new construction)	3	\$3,800,500				Not clear on where this falls in new prioritization matrix
6.02	Provide classroom AV infrastructure	Provide classroom speakers and media controls per current OUSD Technology specifications	2	\$136,200		\$0		
6.03A	Provide MPR Acoustics	Upgrade Acoustics- Provide acoustic panels at walls and ceilings.	3	\$499,600		\$0		Non-classroom
6.03B	Provide MPR AV	Provide large-venue projection, speakers, and media controls per current OUSD Technology specifications	3	\$383,500		\$0		Non-classroom
6.04	Provide teaching wall casework & white boards	For elementary classrooms provide teaching wall with storage and sliding whiteboards per OUSD Design Guidelines	2	\$147,700		\$0		classroom
6.05	Provide tackable acoustic wall panels	Provide acoustic, tackable (pin up) wall surfaces per OUSD Design Guidelines at classroom and library walls. See Architectural assessment.	2	\$249,300		\$0		classroom
6.06	Provide Additional Teaching Surfaces	Replace or Provide secondary white board in classrooms per OUSD Design Guidelines.	2	\$49,900		\$0		classroom
7.00 Technology					\$1,066,400	\$0	\$0	\$0
Summary:							Intercom, phone, and data systems	Additional clock & intercom
7.01	Replace intercom and clock systems	Replace existing analog intercom and clock system with an IP-based system that conforms to District standards. See Electrical assessment.	1	\$111,400	\$0			campus safety
7.02	Enhance new intercom system	Provide 2-way communication capability and connection to new phone system. See Electrical assessment.	1	\$141,500	\$0			campus safety
7.03	Additional intercom and clock systems	Add clocks in corridors and cafeteria. See Electrical assessment.	1	\$36,400	\$0			
7.04	Replace CAT5 cabling (& wireless access points & space for IDFs)	Replace all CAT5 data cabling with CAT6A per District standards. Provide new above-ceiling cable trays or below-ceiling raceways for future data cabling. See Electrical assessment.	1	\$608,900	\$0			Not clear on where this falls in new prioritization matrix; for both classroom and nonclassrooms
7.05	Replace wireless access points	Replace existing wireless access points per OUSD standards. See Electrical assessment.	1		Included abv	\$0		
7.06	Provide space for IDFs	Provide dedicated equipment space for IDFs throughout the building. See Electrical assessment.	1		Included abv	\$0		
7.07	Replace phone system	Replace analog phone system with new IP-based Avaya system per District standards. See Electrical assessment.	1	\$168,200	\$0			campus safety
8.00 Educational Program					\$0	\$0	\$0	\$0
Summary: Flexible Furniture (Part of Soft Costs)								
8.01	Flexible Furniture (Included in Soft Costs)	Replace classroom furniture with flexible furniture. Replace other aging furnishings. See Architectural assessment. FF&E is a District soft cost.	3	\$0	Included in Soft Costs			Have Cumming estimate separately, compare to Distr
9.00 Sustainability/Energy Efficiency					\$11,870,300	\$4,557,100	\$0	\$0
Summary:						Electric HVAC (Opt 3) and main switchboard	Interior lighting and controls, reseal windows	Electric water heaters, irrigation system
9.01	Upgrade HVAC system at Main Building HEAT PUMP	HEAT PUMP TYPE TBD (Options 1B, 2, and 3)	1	\$4,200,000	\$4,200,000			Existing Boiler installed in 2020
9.04	Replace gas-fired water heaters	Replace the gas-fired water heater with an electric heat pump tank type water heater. Replace the two electric water heaters with new electric point of use water heaters. All of these will require new 240V power. See Mech & Plumbing assessment.	2	\$119,100		\$0		
9.05	Replace main electrical switchboard	Existing switchboard is at end of life. Replace the main service switchboard and consider upgrading service for better compatibility with new HVAC loads and PV inverters. See Electrical assessment.	1	\$357,100	\$357,100			
9.06	Replace interior lighting	Replace all interior lighting with new recessed and pendant LED fixtures. Reuse existing exit signs and cafeteria lighting. See Electrical assessment.	2	\$1,057,200		\$0		



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Melrose Leadership Academy at Maxwell Park & Sherman Campus	Site	235
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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
-----------------------------	---

Contractor Information

Contractor Name	HKIT Architects	Agency's Contact	Jeff Evans
OUSD Vendor ID #	001995	Title	Project Director
Street Address	538 9 th Street, Suite 240	City	Oakland
Telephone	510-318-6262	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94607
OUSD Project #	22126	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	9-15-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	9-30-2028

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$3,275,806.00
Other Expenses		Requisition Number	

Budget Information

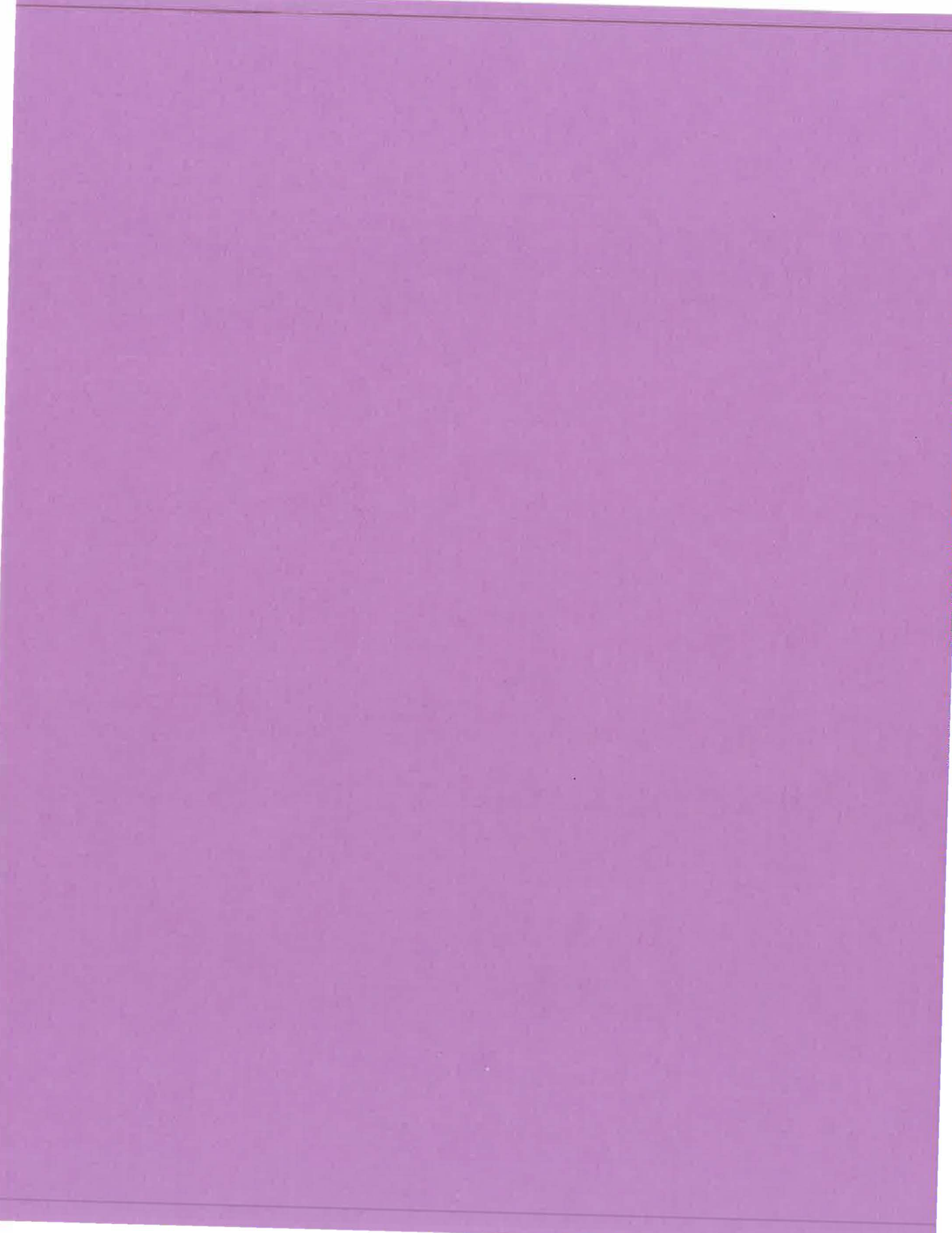
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9891	Fund 21, Measure Y	210-9655-0-9891-8500-6215-235-9180-9906-9999-22126	6215	\$3,275,806.00

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, Facilities	Signature	Date Approved 5.30.24		
2.	General Counsel, Facilities	Signature	Date Approved 5/29/24		
3.	Chief Systems & Services Officer, Facilities Planning and Management	Signature	Date Approved 5.30.24		
4.	Chief Financial Officer	Signature	Date Approved		
5.	President, Board of Education	Signature	Date Approved		




Board Office Use: Legislative File Info.	
File ID Number	22-1846
Introduction Date	9-14-2022
Enactment Number	22-1624
Enactment Date	9-14-2022 CJH



OAKLAND UNIFIED
SCHOOL DISTRICT
Commitment to students. Training students.

Memo

To Board of Education

From  Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Division of Facilities Planning and Management

Board Meeting Date September 14, 2022

Subject Agreement for Architectural Services – HKIT Architects – Melrose Leadership Academy at Maxwell Park Elementary School & Sherman Campus Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education to the Agreement for Architectural Services by and between the **District** and **HKIT Architects**, Oakland, California, for the latter to provide architectural services, which consist of a feasibility study that includes programming services and schematic designs for the **Melrose Leadership Academy at Maxwell Park Elementary School & Sherman Campus Project**, in the amount of **\$1,104,910.00**, which includes a not-to-exceed amount of **\$934,424.00**, for Basic Services, a not-to-exceed amount of **\$100,446.00.00** for additional services, and a not-to-exceed amount of **\$70,040.00** for reimbursable expenses, as the selected consultant, with work scheduled to commence on **September 15, 2022**, and scheduled to last until **May 31, 2024**, pursuant to the Agreement.

Discussion Consultant was selected without competitive bidding based on (a) 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).

LBP (Local Business Participation Percentage) 85.5%

Recommendation Approval by the Board of Education to the Agreement for Architectural Services by and between the District and HKIT Architects, Oakland, California, for the latter to provide architectural services, which consist of a feasibility study that includes programming services and schematic designs for the Melrose Leadership Academy at Maxwell Park Elementary School & Sherman Campus Project, in the amount of \$1,104,910.00, which includes a not-to-exceed amount of \$934,424.00, for Basic Services, a not-to-exceed amount of \$100,446.00.00 for additional services, and a not-to-exceed amount of \$70,040.00 for reimbursable expenses, as the selected consultant, with work scheduled to commence on September 15, 2022, and scheduled to last until May 31, 2024, pursuant to the Agreement.

Fiscal Impact Fund 21 Building Fund, Measure Y

Attachments

- Contract 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. 22-1846

Department: Facilities Planning and Management

Vendor Name: HKIT Architects

**Project Name Melrose Leadership Academy
At Maxwell Park & Sherman Campus**

Project No.: 22126

Contract Term: Intended Start: 9-15-2022

Intended End: May 31, 2024

Total Cost Over Contract Term: \$1,104,910.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

HKIT Architects was chosen through an RFP based on demonstrated competence, professional qualification, expertise, and experience with similar projects they completed in the past for the District.

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

HKIT Architects will be providing a feasibility study that includes programming services and schematic designs for the Melrose Leadership Academy at Maxwell Park School & Sherman Campus.

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?

The Selection of HKIT Architects was not based on lowest proposed fee but on an overall evaluation of qualifications and fee proposals. HKIT Architects’ fee was the median of all fees proposed and considered appropriate compared to the prices submitted by the other responding firms for services to be performed.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (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 \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- 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 \$99,100 (as of 1/1/22)
- 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:

- The District issued an RFP seeking proposals for the subject architectural services contract. Consultant was selected based on demonstrated competence, professional qualifications and experience with similar projects they completed in the past for the District.

AGREEMENT
FOR
ARCHITECTURAL SERVICES
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
HKIT ARCHITECTS
FOR
MELROSE LEADERSHIP ACADEMY AT MAXWELL PARK ELEMENTARY SCHOOL
& SHERMAN CAMPUS

September 15, 2022

OAKLAND UNIFIED SCHOOL DISTRICT
955 High Street
Oakland, California 94601

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**AGREEMENT
FOR
ARCHITECTURAL SERVICES**

This Agreement for Architectural Services (“Agreement”) is between the Oakland Unified School District, a California public school district (the “District”), and **HKIT Architects**, license number **C-32430**, (the “Architect”), with respect to the following recitals:

- A. District proposes to undertake the construction of improvement projects which require the services of a duly qualified and licensed architect.
- B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction oversight of public school(s).
- C. The Parties have negotiated the terms under which Architect will provide such services and reduce such terms to writing by this Agreement.

The Parties therefore agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 **Additional Services.** “Additional Services” shall mean those services in addition to the Basic Services that are related to the Project, provided by Architect, and authorized in writing by the District, and as further defined in Article 6 below.

1.2 **Agreement.** “Agreement” shall mean this Agreement for Architectural Services.

1.3 **Architect.** “Architect” shall mean HKIT Architects, and its officers, shareholders, owners, partners, employees, agents and authorized representatives.

1.4 **Basic Services.** Architect’s Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, plumbing, and electrical engineering services, normally required to complete the Project, as further defined in Article 5.

1.5 **Contract Documents.** “Contract Documents” shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, plumbing, electrical system and utility-service-connected equipment and site work.

1.6 **Contractor.** “Contractor” shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.

1.7 **District.** “District” shall mean Oakland Unified School District, and its governing board members, employees, agents and authorized representatives.

1.8 **Project.** “Project” shall mean the work of improvement described in Article 3 including the Architect's services thereon, as described in this Agreement.

1.9 **Project Construction Cost.** “Project Construction Cost” shall mean the estimate of total construction costs to the District as initially submitted by the Architect under this Agreement and accepted by the District, as subsequently revised by changes to the Project Construction Cost under Article 5 of this Agreement, and as subsequently revised at the time the District enters a construction contract to equal the construction contract amount.

1.10 **Wrongful Acts or Omissions.** “Wrongful Acts or Omissions” shall mean Architect’s acts or omissions in breach of this Agreement, the applicable standard of care, or law.

ARTICLE 2 RETENTION OF ARCHITECT; STANDARD OF CARE

2.1 District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The term for the performance of Basic and Additional Services (“Services”) shall be the duration of the Project (“Term”), and Architect shall complete the Services within the Term. The Services shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act (“ADA”). Architect shall be responsible for the completeness and accuracy of the plans and specifications.

ARTICLE 3 DESCRIPTION OF PROJECT AND TERM

3.1 The Project concerning which such architectural services shall be provided is described as:

Melrose Leadership Academy at Maxwell Park Campus and Sherman.

The project is not intended to be split into multiple prime contracts.

The Project is expected to be complete as of May 31, 2024, but may not be completed until later if delays in design or construction arise.

ARTICLE 4 COMPENSATION

4.1 Basic Services. For the Basic Services satisfactorily performed under Sections 5. 1-5.3 of this Agreement, Architect shall be compensated according to its hourly rate schedule (Section 4.8, below). Architect's total compensation for its Basic Services shall not exceed NINE HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED TWENTY-FOUR DOLLARS AND NO/100 (\$934,424.00), which is Architect's estimate of the maximum total cost of its Basic Services on the Project under Sections 5. 1-5.3, based on its May 13, 2022, fee proposal. However, Architect will not be compensated for any Basic Services required as a result of Wrongful Acts or Omissions. Architect acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

4.2 Additional Services. Architect may invoice separately for Additional Services if provided by Architect under Article 6, and the total contingency compensation for Additional Services shall not exceed ONE HUNDRED THOUSAND FOUR HUNDRED FORTY-SIX DOLLARS AND NO/100 (\$100,446.00). However, Architect will not be compensated for any Additional Services required as a result of Wrongful Acts or Omissions.

4.3 Reimbursable Expenses

4.3.1 Reimbursable Expenses are those actual out-of-pocket expenses directly incurred as a result of Architect's performance of Basic or Additional Services under this Agreement. Architect may not charge a mark-up on Reimbursable Expenses. Reimbursable Expenses are limited to these expenses related to the Project: Fax, reproduction expense (excluding such expense for reproductions for office use by Architect and its consultants), postage, messenger, transportation, living expenses in connection with out-of-town travel, long distance communications, expense of renderings, models and mock-ups requested by District, expense of publishing under Section 5.6.5, expense of data processing and photographic production techniques when used in connection with Additional Services, and, if authorized in advance by the District, expense of overtime work requiring higher than regular rates. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Architect must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions.

4.3.2 Architect shall be reimbursed by District for its Reimbursable Expenses on the Project. Architect's total reimbursement for Reimbursable Expenses shall not exceed SEVENTY THOUSAND FORTY DOLLARS AND NO/100 (\$70,040.00), which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

4.4 The total not-to-exceed price under this Agreement based on Sections 4.1, 4.2, and 4.3 above is ONE MILLION ONE HUNDRED FOUR THOUSAND NINE HUNDRED TEN DOLLARS AND NO/100 (\$1,104,910.00). For services satisfactorily performed, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the District of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to District payment of such expenses. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Architect otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.

4.5 The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent (i) that the withholding is permitted by law, (ii) that Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, or (iii) that Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20. 10% will be withheld from any Construction Phase payments until District receives certification of Field Act approval. If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

4.6 Should District cancel the Project under section 12.1 of this Agreement at any time during the performance of this Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all

services performed shall be computed as set forth in Section 12.1.

4.7 District has the right to audit Architect's records and files regarding, or relating to, any of the work performed by Architect for District on this Project during or after the Project. Architect shall keep complete records showing all hours worked and all costs and charges applicable to its work under this Agreement. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to Architect's Project related records and files for audit purposes within ten (10) days of receipt of District's request. Architect shall keep and maintain those records and files for ten (10) years.

4.8 Architect's hourly rate schedule for its services is attached as *Exhibit A*.

4.9 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

ARTICLE 5 BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1 General

5.1.1 Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project. The Basic Services also include the services described in this Article 5, below, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently perform all of its work and obligations under this Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project. The Basic Services shall also include a feasibility study that includes programming services and three optional schematic designs for the Project.

5.1.2 The Architect shall review the estimate described more fully below at each phase of Architect's services, also as defined below. If such estimates are in excess of the Project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Architect's services include the presentation to the District of Project Construction Cost, the Architect shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and

change orders based on unforeseen site conditions.

5.1.4 The Architect shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index.

5.1.5 At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for, and list in the construction documents, any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Agreement. Architect's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 Architect shall provide a minimum of one (1) full-time employee before construction commences, and one (1) full-time employee after construction commences, to perform its duties and responsibilities under this Agreement. All personnel provided by Architect shall be qualified to perform the services for which they are provided. Architect shall obtain District's written approval of each employee of Architect who provides services under this Agreement, and written approval of each change of employees who are providing such services. District may, upon seven (7) days' written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Architect shall provide them immediately.

5.1.8 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.9 Architect shall be fully licensed as required by law at all times when providing services under this Agreement.

5.2 Consultants

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be employed or retained to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information.

The Architect's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to District all such consultants employed or retained, and the compensation paid to those retained.

5.2.2 District's Consultants. Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.

5.2.3 The Architect shall procure a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

5.2.4 Architect shall procure chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Architect shall assist the District and its consultants to apply for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by the Division of the State Architect ("DSA"), OPSC and California Department of Education in connection therewith.

5.3 Project Assessment and Conceptual Design Phase; Schematic Design Phase

5.3.1 Project Assessment and Conceptual Design Phase

5.3.1.1 Upon authorization by the District to proceed, the Architect shall perform a Project Assessment and Conceptual Design. The Basic Services shall also include a feasibility study that includes programming services and three optional schematic designs for the Project.

5.3.1.2 Architect shall receive from the District, all available reports, record documents, surveys and assessments.

5.3.1.3 Upon completing the assessment of the existing condition and site, the Architect shall provide documentation of existing conditions in the anticipated path of, or where affected by, construction. This work includes, but is not limited to, site visits by the architectural and engineering disciplines to visually observe existing conditions at the project inception and as required for design and documentation of the work and as part of the Architect's design document quality control process. District will provide Architect with access to the site for these purposes.

5.3.1.4 Architect shall review the District's Facility Condition Assessment (FCA) for the projects, and incorporate the scope of work into the program.

5.3.1.5 Architect shall meet with DSA and OUSD department representatives including, but not limited to, the Buildings and Grounds Department, Student Nutrition Services, OUSD Athletic League lead, Early Education Program (if required), and site representatives in order to document noted deficiencies and requested improvements.

5.3.1.6 Architect shall research and identify projects associated with the work that have not been certified with DSA.

5.3.1.7 Architect shall prepare a draft the Project Assessment Report addressing the District's established project priorities for review and publish a formal program recommendation subsequent to the District's review.

5.3.1.8 Based on the review comments and instructions by the District's PM, Architect shall prepare modifications to the final Project Assessment Report for review and approval by the district.

5.3.1.9 Architect shall prepare the Initial Conceptual Design:

5.3.1.9.1 Based upon the District's established project priorities, prepare initial conceptual designs to the extent necessary to define the major elements of the Project. The Architect shall develop conceptual designs as required to obtain District approval of the project scope.

5.3.1.9.2 The Architect shall submit conceptual drawings for the selected design to the District. The Architect shall develop conceptual designs as required to obtain District approval of the project scope.

5.3.1.9.3 The Architect and District PM shall meet at least once with DSA to review the project scope and identify potential design issues that will need to be addressed by the Architect. Architect shall take meeting minutes and distribute as directed.

5.3.1.10 Prepare the cost and scope document and provide an estimated cost of each item listed. Provide three hard copies of the Project Assessment Report in three ring binders and PDF format.

5.3.2 Schematic Design Phase

5.3.2.1 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2.2 The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.

5.3.2.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.2.4 Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District's governing board's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to District's total construction cost budget, and shall include reasonable contingencies for all construction and construction management work. The written schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Architect shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District's governing board approves them in writing. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the schematic design documents.

5.4 Design Development Phase (NIC - Future Scope of Work)

5.4.1 Following District's governing board's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's governing board's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be

required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work. The revised construction schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District's governing board approves them in writing. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the design development documents.

5.4.2 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

5.4.3 Architect shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the OPSC (if applicable), the Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District.

5.4.4 The Architect shall advise the District of any adjustments to the preliminary Project Construction Cost.

5.4.5 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.6 Architect shall provide at no expense to the District one complete set of design development documents for the review and written approval of the District and one set for each public agency having approval authority over such plans for their review and approval at no expense to the District.

5.5 Contract Documents Phase (NIC - Future Scope of Work)

5.5.1 Following the District's governing board's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents for the written approval of District's governing

board consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. Architect shall ensure that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a (sub)consultant and other (sub)consultants or the Architect; and Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for written approval of District's governing board. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Architect shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. If the project is intended to be split into multiple prime contracts, then the Contract Documents shall be structured in order to maximize the ability to create multiple prime bid packages for the Project, and shall identify the bid packages to be created.

5.5.2 Architect shall consult with, and involve, the District in development of the bid documents and bid package, and shall forward them to the District for written approval prior to their use. If the District is using a multiple prime delivery method for the Project with multiple bid packages, then Architect shall consult with and involve the District in identification and development of the bid documents and bid packages, and shall forward them to the District for written approval prior to their use.

5.5.3 Prior to submission of the Contract Documents to DSA for plan check, the Architect shall submit the Contract Documents, including the 100% complete working drawings and specifications, to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required and does not affect Architect's obligations under this Agreement.

5.5.4 After approval by the District's governing board and any constructability review, the Architect shall submit the Contract Documents to DSA for plan check, and make the necessary corrections to secure DSA approval. At Architect's expense, Architect shall arrange for the scanning of the DSA approved Contract Documents and for the return of the originals and an electronic copy to DSA.

5.5.5 The Architect shall give the District, at the time of DSA approval of the final form of the Contract Documents, Architect's final estimate of Project Construction Cost and

construction schedule, which shall be given final written approval by District's governing board along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with, and involve, the District in the process to maximize accuracy and completeness. If the District is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect that multiple contractors will be performing separate bid packages, including a general conditions bid package. The revised Project Construction Cost estimate shall conform to District's total Project budget, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's written approval of the Contract Documents.

5.6 Bidding and Negotiations Phase (NIC - Future Scope of Work)

5.6.1 Following DSA's and District's governing board's written approval of Contract Documents, and District's governing board's written acceptance of Architect's final estimate of Project Construction Cost and construction schedule, Architect shall continue to work with the District in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents and bid package in the number requested by the District and distribute them among interested contractors. Architect shall also assist the District in obtaining bids, and shall assist the District in evaluating contract proposals or bids and substitutions proposed by contractors, and in awarding the bids. All sets of Contract Documents, which does not include those for the use of the Architect or its consultants, requested by the District in excess of five (5) shall be reproduced at District's expense.

5.6.2 Architect's estimate of Project Construction Cost at the time of DSA approval of the Contract Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.

5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District by more than ten percent (10%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Construction Cost, but Architect will not be entitled to payment for any Basic Services related to making such changes and re-bidding the Project. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within

ten percent (10%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's Project Construction Cost.

5.6.4 Either on its own or in cooperation with the District, the Architect shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements.

5.6.5 If, in the District's discretion, the District will seek total or partial State funding for this Project, the Architect shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises. The Architect shall also prepare and submit the appropriate documentation to the OPSC.

5.7 Construction Phase (NIC - Future Scope of Work)

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed.

5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the

District only to the extent provided in the Contract Documents, unless District grants additional authority in writing.

5.7.3 The Architect shall timely provide District with copies of all of its correspondence with the Contractor.

5.7.4 The Architect shall provide prompt and timely direction to the District, Project inspectors and/or Contractor as to the interpretation of Contract Documents. Architect shall respond to all requests for information ("RFI's") from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the Project and is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be

taken by District or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Architect's own knowledge of the Project (including documents in Architect's possession or reasonably available to it), Architect shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon completion of the Project. While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions, except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the District in writing. Architect shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractor.

5.7.6 The Architect shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations under Government Code section 4216, *et seq.* The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and bid package, but Architect shall remain responsible for supervising such Contractor to ensure performance of this task. Architect shall provide a copy of all such notifications to the District.

5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Architect may perform its functions under the Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall require Contractors to comply with the Contract Documents, and shall guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor's compliance.

The Architect must comply with the applicable requirements of the DSA Construction Oversight Process, including but not limited to (a) submitting the inspection card request form (DSA 102-IC), (b) providing a verified report (DSA 6-AE) at the completion of each block and section of each inspection card, and (c) directing and monitoring the IOR and laboratories of record, and (d) coordinating with the Owner, Contractor, any Construction Manager, laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project.

The Architect shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA-approved construction documents, to the extent

Architect's negligence, recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.

5.7.9 The Architect shall visit the site, both as the Architect deems necessary and as requested by the District, but under no circumstances less than once a week to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector unless Architect has agreed in writing to serve as the District's Project Inspector.

5.7.10 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.

5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.

5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

With respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.

When construction is properly completed, Architect shall provide such certification as to Hazardous Substances as is required of architects for such projects by the OPSC.

5.7.16 Based on the Architect's observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Contract Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the District that the quality of the completed work is in accordance with the Contract Documents based upon Architect's observations of the completed work, and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Agreement, as a part of its Basic Services the Architect shall assist the District in evaluating and responding to claims, disputes and other

matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Architect agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Architect which arise out of, or are related to, any claims by Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, District may pursue claims, lawsuits or other proceedings against Architect.

5.7.18 The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:

5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Architect's fee for services related to such change order shall be paid as an Additional Service under Articles 4 and 6. If a change order is solicited by the District but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order.

5.7.19.2 Change orders due to Architect. When a change order is necessitated as a result of Wrongful Acts or Omissions, the Architect's services in connection with that change order are not compensable and Architect shall not include those services on any invoice.

5.7.19.3 Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.

5.7.20 Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of, Wrongful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Architect shall be responsible for the following:

5.7.20.1 In the event of such a change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is

the parties' intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.

5.7.20.2 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions, including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

The District may backcharge, and withhold payment from, the Architect for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so backcharges and withholds, upon Architect's request District and Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. If mediation fails, then either District or Architect can initiate a court action to resolve the dispute.

5.7.21 The Architect shall provide a color schedule of all finish materials in the Project for the District's review and approval.

5.7.22 The Architect shall assist District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Architect shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on the Project.

5.7.23 The Architect shall assist the District in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.

5.7.24 Architect shall make reasonable professional efforts so that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Architect shall remedy the violation at its own cost. **Architect shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of this paragraph arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct.** The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to

disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

5.8 Use of Previously Prepared Materials. In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect under this Agreement.

ARTICLE 6 ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

6.1 "Additional Services" shall be provided by Architect if authorized in writing by District. No additional compensation shall be paid to Architect for performing these Additional Services unless the District and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be paid based on the hourly rates in Section 4.8 and as otherwise set forth in this Agreement. Any work performed by Architect without written authorization OR without written agreement on compensation shall be presumed to be Basic Services.

6.2 The following is a list of services that are not included in the Basic Services to be provided under this Agreement, and will be performed only in accordance with Article 6.1, above:

6.2.1 providing financial feasibility or other special studies;

6.2.2 providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;

6.2.3 providing coordination of Project performed by separate contractors or by the District's own forces;

6.2.4 providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;

6.2.5 making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Architect;

6.2.6 providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;

6.2.7 providing services made necessary by the default of the Contractor;

6.2.8 preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's or its consultants' alleged Wrongful Acts or Omissions;

6.2.9 providing services of consultants for other than the normal architectural, civil, soils, structural, mechanical and electrical engineering services for the Project;

6.2.10 at the District's request, selecting moveable furniture, equipment or articles which are not included in the Contract Documents;

6.2.11 providing services related to change orders requested by the District, but which are not subsequently authorized (see second sentence of Section 5.7.19.1), above; and

6.2.12 providing any other services not otherwise included in the Agreement and not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 7 RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

7.1 pay all fees required by any reviewing or licensing agency;

7.2 designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Agreement and the Contract Documents;

7.3 furnish, at the District's expense, the services of a Project Inspector;

7.4 review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;

7.5 issue appropriate orders to Contractors through the Architect;

7.6 furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect;

7.7 furnish the services of a hydrologist or other consultants not routinely provided by the

Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;

7.8 provide asbestos review and abatement, identifying materials which may qualify for same;

7.9 furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect. The District will also provide information regarding programmatic needs and specific equipment selection data;

7.10 furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect; and

7.11 furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware. However, the District's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this Agreement.

ARTICLE 8 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

8.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District a certificate of insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Architect and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Agreement. The District shall be named as an additional insured on all such policies.

8.2 The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written, to the extent reasonably available, on an "occurrence" basis: Commercial general liability insurance shall be in amounts not less than Two Million Dollars (\$2,000,000.00) general aggregate, Two Million Dollars (\$2,000,000.00) personal and advertising injury aggregate, with a per occurrence limit of One Million Dollars (\$1,000,000.00); Automobile liability insurance covering motor vehicles shall be in an amount not less than One Million Dollars (\$1,000,000.00)

combined single limit. If liability insurance is not reasonably available on an occurrence basis, Architect shall provide liability insurance on a claims-made basis.

8.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability. Said insurance shall also include a waiver of any subrogation rights as against the District.

8.4 Should any of the required insurance be provided under a claims-made form, Architect shall maintain such coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Nothing herein shall in any way limit or diminish Architect's obligations to the District under any provision, including any duty to indemnify and defend the District.

8.5 The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Architect shall name, on any policy of insurance required, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Architect shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Architect shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

8.6 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance will be in effect during the requested additional period of time.

8.7 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.

8.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the

Architect's operations.

8.9 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.

8.10 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

8.11 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 9 WORKER'S COMPENSATION INSURANCE

9.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. All such insurance shall include a waiver of any subrogation rights as against the District. If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

9.2 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the District. During the course of Architect's services, if Architect ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Architect shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

ARTICLE 10
ERRORS AND OMISSIONS INSURANCE

10.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has, for the period covered by this Agreement, errors and omissions insurance on an occurrence basis, with limits of at least Two Million Dollars (\$2,000,000.00) and with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000). If errors and omissions insurance is not reasonably available on an occurrence basis, Architect shall provide errors and omissions insurance on a claims-made basis.

10.2 Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article 10, and Architect shall include such provisions in its contracts with them.

10.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

10.4 Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the District under any provision, including any duty to indemnify and defend the District.

10.5 Architect shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval. Thereafter Architect shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

10.6 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.

10.7 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.

10.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.

10.9 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.

10.10 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

10.11 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 11 COMPLIANCE WITH LAWS

11.1 Architect shall be familiar with, and Architect and Architect's design shall comply with, all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA").

ARTICLE 12 TERMINATION OF AGREEMENT

12.1 **Termination by District** – This Agreement may be terminated, or the Project may be canceled, by the District for the District's convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic or Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing, and (c) any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Architect, the District may also terminate the Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach. In response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Agreement through written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed under this Agreement through the date of termination, together with compensation for

such services performed after termination which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

12.2 Termination by Architect – For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Agreement, the Architect may terminate the Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Architect, Architect shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing. Upon the District's written request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

12.3 Miscellaneous Termination Provisions

12.3.1 Following the termination of this Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Architect, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to

physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents under this Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE 13 ARCHITECT AN INDEPENDENT CONTRACTOR

13.1 It is specifically agreed that in the making and performance of this Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 14 STANDARDIZED MANUFACTURED ITEMS

14.1 The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

ARTICLE 15 OWNERSHIP OF DOCUMENTS

15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect under this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.

15.2 The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect under this Agreement, and will retain, on the District's

behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

ARTICLE 16 LICENSING OF INTELLECTUAL PROPERTY

16.1 This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect under this Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed under this Agreement.

16.2 The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District reuses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

16.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be prepared under this Agreement. **Architect shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of Article 16 arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct.** The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical

drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

ARTICLE 17 ACCOUNTING AND OTHER RECORDS OF ARCHITECT

17.1 Architect's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles. District has the right to audit Architect's records and files regarding any of the work Architect performed for District on the Project during or after the Project. District shall be given reasonable access to Architect's records and files for audit purposes within ten (10) days of receipt of District's request. Architect shall keep and maintain these records and files for ten (10) years.

ARTICLE 18 INDEMNITY

18.1 Architect Indemnification. To the fullest extent permitted by law, including California Civil Code section 2782.8, the Architect shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees ("District Indemnitees") against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions under this Agreement.

The Architect's defense obligation shall consist of payment of 50% of the attorneys' fees, experts' fees, and all other litigation costs incurred in the District's defense ("Defense Costs"), with such payment occurring within thirty (30) days of Architect's receipt of each invoice for such Defense Costs. After conclusion of the action against the District Indemnitees (including all appeals), the District shall reimburse the Architect for any amount of Defense Costs paid by Architect in excess of the proportional fault of the Architect to the extent specified in a settlement agreement, arbitration award, or verdict; or Architect shall reimburse the District for any amount of Defense Costs paid by District in excess of the proportional fault of the parties other than the Architect to the extent specified in a settlement agreement, arbitration award, or verdict.

For purposes of this Article 18.1 only, "claims" means all claims, demands, actions and suits brought by third parties against the District Indemnitees for any and all losses, liabilities, costs, expenses, damages and obligations.

This indemnification shall apply to all liability, as provided for above.

18.2 District Indemnification for Use of Third Party Materials. The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Ar-

chitect's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or contract documents in question. By providing this or any other indemnification in this Agreement, District does not waive any immunities.

ARTICLE 19 TIME SCHEDULE

19.1 **Time for Completion.** Time is of the essence for performance of the Services under this Agreement. The Architect shall timely complete its Services as expeditiously as possible and according to the schedule attached as *Exhibit B* to this Agreement.

19.2 **Delays.** The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

ARTICLE 20 MISCELLANEOUS PROVISIONS

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

20.2 This Agreement shall be effective upon execution by the Architect and approval by the District's governing board. The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

District: Oakland Unified School District
955 High Street
Oakland, California 94601
Attention: Tadashi Nakadegawa, Deputy Chief

Architect: HKIT Architects
538 Ninth Street, Suite 240
Oakland, California 94607
Attention: Jeff Evans AIA Principal in Charge

20.4 This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.

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

20.6 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties. No action or failure to act by the District shall constitute a waiver of any right or duty afforded the District under this Agreement, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach under this Agreement, except as may be specifically agreed to in a written amendment to this Agreement.

20.7 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.

20.8 This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. The Architect, by the execution of this Agreement, acknowledges that the Architect has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

20.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.

20.10 Prior to executing this Agreement, and if not already done, the Architect shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.

20.11 If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this

Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

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

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

20.14 The following forms, attached to the proposal, are incorporated into the contract:

- Fingerprinting Notice and Acknowledgement.
- Iran Contracting Act Certification.
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- Local Business Participation Form.

Within ten (10) days after award and before commencement of the services, the signed agreement and insurance documentation shall be submitted to the District.

20.15 CHPS Verified Only; No OPSC HPI Eligibility Track (NIC - Future Scope of Work):

20.15.1 CHPS Criteria, CHPS Verified Program As part of Basic Services, the Architect shall adhere to the District's CHPS Guidelines, and Owner's Project Requirements (OPR) based on incorporating required and voluntary design Criteria of the CHPS—2009 Criteria (or latest version per CHPS Guidelines) into the project. As a part of Basic Services the Architect shall complete all documentation and submission requirements necessary for Registration and Design and Construction Submissions of the CHPS Verified Program. The Architect shall work with the District and its CHPS Program Manager to confirm CHPS Verified review path and verify that the District's project meets the District's Project Requirements and the District's CHPS Guideline goals for a CHPS Verified school project consistent with the District's budget.

20.15.2 The Architect and Consultants shall participate early on in two CHPS integrated design workshops, led by the District's CHPS Program Manager to establish the District's CHPS Guideline goals and identify target credits. The Architect shall be responsible for registering the

project on-line with the CHPS Verified Program, and submitting for design and construction verification according to CHPS Verified Program Guidelines. The Architect shall update the CHPS “Scorecard” with credit documentation, concurrent with each design phase submittal. The status of project compliance and documentation submitted in relation to CHPS Verified credits shall be assessed with the District at the end of each phase of the work.

20.15.3 Whole building energy performance analysis with a goal of a minimum of thirty percent (30%) of California Title 24 minimum energy performance standard shall be performed at least once during the following phases: Schematic Design, Design Development, and Construction Documentation. Energy Conservation Measures (ECMs) shall be proposed with Schematic and Design Development energy analysis runs to improve performance to meet or exceed goal. Daylighting analysis to identify strategies to improve daylighting to maximize goals of CHPS Credit EQ 1.1 ‘Daylighting,’ shall also be performed at Schematic, and Design Development Phases prior to final Construction Documentation phase analysis reflecting final design incorporating daylighting improvements identified in earlier phases.

20.15.4 The Architect shall complete steps as required by the CHPS Verified Program to achieve a CHPS Verified school project, including calculations demonstrating Acoustic Performance standards per CHPS guidelines are met, and forward electronic pdf copies of all submissions and communications with CHPS, concurrently, to the District’s Project Manager and CHPS Program Manager.

20.16 BIM. The Architect shall produce a Building Information Model, if the Parties so indicate by checking the adjacent box. The Building Information Model shall be created in accordance with Autodesk® BIM 360™ Building Information Modeling software and file format. The Architect shall utilize the Building Information Model to minimize costs of Services under this Agreement.

20.16.1 Model Requirements. The Architect shall make the Building Information Model in accordance to the current version of the “National BIM Standard – United States” (“NBIMS”) of the National Institute of Building Sciences. The Architect shall develop each BIM Element to the Level of Development in accordance with generally accepted industry practice by the end of each Project phase.

20.16.2 Model Management and Coordination. The Architect shall manage the Model and coordinate efforts with Consultants to detect and resolve all Clashes. The Architect must require all applicable Consultants engage in Clash detection. In management of the Model, the Architect is responsible for facilitating and establishing the following: the Model coordinate system and units; file storage locations; processes for transferring and accessing Model files; Clash detection procedures; and Model access rights. Furthermore, the Architect is responsible for the following: maintaining record copies of each file received for the Building Information Model; aggregating Building Information Model files; performing Clash detection in accordance with established procedures; maintain Building Information Model Archive and backups; manage Building Information Model access rights; and any additional responsibilities set forth in NBIMS. In the event a Clash is detected, the Architect shall timely resolve the Clash in the

Building Information Model, and the Architect shall timely make corresponding corrections to any plan, specification, drawing, model, analysis, estimate, file, document, or item produced under the Services of this Agreement.

20.16.3 Building Information Model Archive. At the end of each Project phase, the Architect is responsible for and shall produce a Building Information Model Archive that cannot be altered for any reason. Each Building Information Model Archive shall consist of two sets of files. The first set shall be a collection of all files the Architect received for the Building Information Model during that Project phase, in both the file format received and all converted file formats. The second set shall consist of the Building Information Model as developed at the end of that Project phase. In the event this Agreement is terminated, the Architect shall create a Building Information Model Archive for the current Project phase up to the date of termination.

**DISTRICT:
OAKLAND UNIFIED SCHOOL DISTRICT**

850.40 9-15-2022

Gary Yee, President Date
Board of Education

Sondra Aguilar 9-15-2022

Sondra Aguilar, Acting Superintendent, Date
and Acting Secretary Board of Education

KChafae T.N. 8/1/22

Tadashi Nakadegawa, Deputy Chief, Date
Facilities Planning and Management

**ARCHITECT:
HKIT ARCHITECTS**

[Signature] 7/18/22

Signature Date

Jeffrey M Evans, Principal

Name & Title

Approved As to Form:

[Signature] 7/28/22

OUSD Facilities Legal Counsel Date

Exhibit A
RATE SCHEDULE

Agreement for Architectural Services- HKIT Architects – Melrose Leadership Academy at Maxwell Park Elementary School & Sherman Campus - \$1,104,910.00

{SR694869}

The rates listed below are subject to annual adjustment.

HKIT ARCHITECTS	
Principal-in-Charge / Principal	\$ 240
Director of Design	\$ 230
Senior Project Manager	\$ 195 - \$ 215
Project Manager	\$ 180 - \$ 190
Senior Architect	\$ 170 - \$ 195
Architect 1 - 3	\$ 150 - \$ 170
Specification Writer	\$ 175
Construction Administrator	\$ 170 - \$ 190
Senior Designer	\$ 190
Designer 1 - 3	\$ 105 - \$ 155
Senior Interior Designer	\$ 170 - \$ 190
Designer 1-3 / Interior Designer 1-3	\$ 105 - \$ 160
Technical / Production Assistant	\$ 115 - \$ 145
Jr. Designer / Jr. Interior Designer	\$ 95 - \$ 105

CIVIL: SANDIS	
Project Specialist / Clerical	\$ 105
Computer / Field / Engineer Technician, L I	\$ 105
Computer / Field / Engineer Technician, L II	\$ 115
Computer / Field / Engineer Technician, L III	\$ 125
Sr. Engineer Technician	\$ 130
Design Engineer, L I	\$ 120
Design Engineer, L II	\$ 125
Design Engineer, L III	\$ 130
Project Engineer / Traffic Engineer, L I	\$ 150
Project Engineer / Traffic Engineer, L II	\$ 170
Project Engineer / Traffic Engineer, L III	\$ 180
Senior Engineer, L I	\$ 190
Engineering Project Manager, L I	\$ 195
Engineering Project Manager, L II	\$ 235
Assoc. Principal / Sr. Project Mgr. / Sr. Traffic Eng.	\$ 285
Principal	\$ 400
Forensic Review / Analysis / Claim Support	\$ 500
Computer Surveying / Scanning Tech., L I	\$ 105
Computer Surveying / Scanning Tech., L II	\$ 110
Computer Surveying / Scanning Tech., L III	\$ 125
Project Surveyor / Scanning Specialist, L I	\$ 135
Project Surveyor / Scanning Specialist, L II	\$ 145
Project Surveyor / Scanning Specialist, L III	\$ 175
Survey Project Manager, L I	\$ 195
Survey Project Manager, L II	\$ 235
Sr. Field Survey Supervisor / AISC / Manager	\$285
Utility Locating Services 1-Person Crew	\$ 175
Utility Locating Services 2-Person Crew	\$ 290
Utility Locating Manager	\$ 165
1-Person Survey Crew	\$ 195
2-Person Survey Crew	\$ 325
2-Person Survey Crew with Apprentice	\$ 450
3-Person Survey Crew	\$ 500
Union Field Surveyor Official Travel	\$ 75

STRUCTURAL: IDA	
Principal	\$ 220 - \$250
Associate / Structural Engineer	\$ 200
Senior Structural Engineer	\$ 200
Structural Engineer	\$ 160 - \$ 190
Civil Engineer	\$ 135 - \$ 175
Structural Designer	\$ 125 - \$ 160
BIM Manager	\$ 120 - \$ 145
Revit Modeler	\$ 95 - \$ 135
Administrative Staff	\$ 75 - \$ 110

MECHANICAL: ALTER	
Principal	\$ 210
Engineer of Record	\$ 190
Senior Engineer	\$ 160
Engineer 2	\$ 145
Engineer 1	\$ 135
Drafting	\$ 115
Support Services	\$ 70

ELECTRICAL: CMTA	
Principal	\$ 265
Sr. Project Manager	\$ 230
Project Manager	\$ 215
Sr. Engineer	\$ 200
Engineer	\$ 185
Engineer-in-Training	\$ 165
Sr. Designer	\$ 165
Designers	\$ 135
Technician	\$ 135
Sr. Construction Administrator	\$ 185
Construction Administrator	\$ 135
Clerical	\$ 80

FIRE & INTRUSION ALARM: JENSEN HUGHES	
Technical Fellow III	\$ 425
Technical Fellow II	\$ 400
Technical Fellow I	\$ 350
Sr. Consultant V	\$ 330
Sr. Consultant IV	\$ 305
Sr. Consultant III	\$ 290
Sr. Consultant II	\$ 275
Sr. Consultant I	\$ 265
Consultant IV	\$ 240
Consultant III	\$ 230
Consultant II	\$ 205
Consultant I	\$ 195
Associate IV	\$ 185
Associate III	\$ 175
Associate II	\$ 150
Associate I	\$ 130
Sr. Technician	\$ 140
Technician	\$ 100
Intern	\$ 98
Project Admin	\$ 120
Admin	\$ 98

ROOF / EXT. ENVELOPE: ALLANA BUICK & BERS

Principal I	\$ 300
Principal II	\$ 320
Principal III	\$ 360
Principal IV	\$ 395
Associate I	\$ 230
Associate II	\$ 240
Associate III	\$ 260
Associate IV	\$ 280
Consultant I	\$ 190
Consultant II	\$ 210
Consultant III	\$ 230
Consultant IV	\$ 250
Construction Manager I	\$ 180
Construction Manager II	\$ 200
Construction Manager III	\$ 220
Executive Project Manager	\$ 250
Building Technologist I	\$ 170
Building Technologist II	\$ 180
Building Technologist III	\$ 190
Field Monitor I	\$ 140
Field Monitor II	\$ 150
Field Monitor III	\$ 160
Field Monitor (Part-Time)	\$ 170
CAD Graphics Specialist	\$ 150
CAD Graphics Specialist II	\$ 160
CAD Graphics Specialist III	\$ 170
Admin Services	\$ 120
Forensic Document Specialist	\$ 180
IT Consultant	\$ 180

LANDSCAPE: KELLER MITCHELL

Landscape Principal	\$ 210, \$ 210 OT
ReScale Rater Principal	\$ 210, \$ 210 OT
Associate Principal	\$ 170, \$ 170 OT
Senior Associates	\$ 165, \$ 165 OT
Associate Landscape Architect	\$ 155, \$ 155 OT
Landscape Architect / Project Manager	\$ 135, \$ 202.50 OT
ReScale Rater	\$ 135, \$ 202.50 OT
Job Captain	\$ 115, \$172.50 OT
Landscape Intern	\$ 95, \$ 142.50 OT
ReScale Rater Intern	\$ 95, \$ 142.50 OT
Admin / Administration Report	\$ 75, \$ 112.50 OT
Irrigation Principal	\$ 190, \$ 190 OT
Irrigation Technician	\$ 110, \$ 165 OT

COST ESTIMATING: CUMMING CORPORATION

Managing Director / Director / Regional Director	\$ 240
Associate Director	\$ 215
Senior Cost Manager / Senior MEP Cost Manager	\$ 195
Cost Manager	\$ 180
Asst. Cost Mgr. / Estimating Technician / Intern	\$ 115

2.5 PROFESSIONAL FEES

Firms interested in being considered for the Project shall clearly indicate that interest and provide a detailed fee proposal.

Include a line item for a 10% contingency to the proposed fee. The proposed fee with the 10% contingency will be considered the not-to-exceed fee. The contingency will be to cover potential additional services and shall be subject to District approval.

Provide a detailed schedule of the Consultant’s and Sub-consultant’s hourly billing rates and a breakdown of associated costs for all tasks proposed (including contingency costs per task).

NOT-TO-EXCEED FEES	
Project Assessment / Conceptual Design:	\$ 286,992
Schematic Design:	\$ 647,432
Fee Subtotal:	\$ 934,424

NOT-TO-EXCEED REIMBURSABLES	
Reimbursable Allowance:	\$ 20,000
MLA Sherman Campus Survey:	\$ 28, 500
MLA Maxwell Park Campus Survey:	\$ 21,540
Reimbursables Subtotal:	\$ 70,040

Subtotal Fee & Reimbursables:	\$ 1,004,464
10% Oakland USD Contingency:	\$ 100,446
Total Fee & 10% Oakland USD Contingency:	\$ 1,104,910

QUALIFICATIONS

- Architect & progress billings shall be paid monthly based on the attached hourly rates. Invoices for hours worked & reimbursables will be submitted monthly.
- Consultants include Structural, Mechanical/Plumbing, Electrical/Low Voltage, Fire Alarm & Intrusion Alarms, Civil, Landscape Architecture, and Cost Estimating. An envelope consultant is also included for the assessment phase only to review the existing roofs and building enclosure. Included in their fee is an allowance for collecting and testing of roof samples
- As per RFP, work includes assessment / conceptual design and schematic design phases only for the scenarios described only
- Based on a schedule in Exhibit B, the scope shall include :
 - Assessment / Conceptual Design
 - Schematic Design
- Community engagement, conceptual design, and schematic design work to occur during school year
- No more than Two – Three options to be prepared for each respective campus in the Conceptual Design phase

ADDITIONAL COSTS

- Changes in scope, schedule, construction budget or to previously approved materials or previously provided direction
- Additional Services

EXCLUSIONS

- Interim Housing
- Phasing Plans
- Engineering, Consultants, & Services other than those listed
- Commissioning or Fire Sprinkler Design/Engineering or Food Service Consultants
- Gas Service / System – project to be all electric
- PGE Application
- CHPS Verified / LEED or other green certification documentation (typically prepared after Schematic Design)
 - Life Cycle Costing or plug load studies or Energy Modeling
 - Estimate reconciliation
 - Title 24 Energy Code compliance calculations or documentation
 - Design/Engineering/Documentation for Electric Vehicle Charging Stations or Battery Systems or Generator systems

Exhibit B
PROJECT SCHEDULE

Contract Term: Intended Start: September 15, 2022
Intended End: May 31, 2024

CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2021

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549	CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510-272-1400 FAX (A/C, No): E-MAIL ADDRESS: nancy.ferrick@assuredpartners.com	
	License#: 6003745 HKITARCHI	
INSURED HKIT Architects 538 Ninth Street, Suite 240 Oakland CA 94607	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Speciality Insurance Company	37885
	INSURER B : Sentinel Insurance Company	11000
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 256617227 **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
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 OTHER:	Y	Y	57SBWL1922	8/28/2021	8/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57SBWL1922	8/28/2021	8/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	57SBWL1922	8/28/2021	8/28/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	57WEGPH5215	9/1/2021	9/1/2022	<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
A	Professional Liability			DPR9982935	8/28/2021	8/28/2022	\$5,000,000 \$5,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For use on proposals. An Actual certificate will be issued at the request of the Named Insured.

CERTIFICATE HOLDER ***Sample Certificate***	CANCELLATION 30 Days Notice of Cancellation SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Melrose Leadership Academy at Maxwell Park & Sherman Campus	Site	235
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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	HKIT Architects	Agency's Contact	Jeff Evans		
OUSD Vendor ID #	001995	Title	Project Director		
Street Address	538 9 th Street, Suite 240	City	Oakland	State	CA
Telephone	510-318-6262	Policy Expires	CA	Zip	94607
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 #	22126				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	9-15-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	5-31-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$1,104,910.00	If New Contract, Total Contract Price (Not To Exceed)	\$
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
9655/9891	Fund 21, Measure J	210-9655-0-9891-8500-6215-235-9180-9906-9999-22126	6215	\$1,104,910.00

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, Facilities Planning & Management				
	Signature <i>KChaf</i>	Date Approved	8/1/22		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>[Signature]</i> Lozano Smith, approved as to form	Date Approved	7/28/22		
3.	Deputy Chief, Facilities Planning, and Management				
	Signature <i>KChaf for T.N.</i>	Date Approved	8/1/22		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature <i>G.S.D. Yee</i> Gary Yee	Date Approved	9-15-2022		