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| Board Office Use: <b>Legislative File Info.</b> |            |
| File ID Number                                  | 13-1989    |
| Committee                                       | Facilities |
| Introduction Date                               | 9/11/2013  |
| Enactment Number                                | 13-1918    |
| Enactment Date                                  | 9/11/13    |



## Memo

**To** Board of Education

**From** Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education

Timothy White, Associate Superintendent, Facilities Planning and Management *JEW*

**Board Meeting Date** September 25, 2013

**Subject** Small Architect Design Contract - Byrens Kim Design Works - Highland New Classroom Building Project *2R*

**Action Requested** Approval by the Board of Education of an Small Architect Design Contract with Byrens Kim Design Works for Design Services on behalf of the District at the Highland New Classroom Building Project, in an amount not-to exceed \$49,590.00. The term of this Agreement shall commence on September 25, 2013 and shall conclude no later than September 25, 2014.

**Background** ZGPD was the previous Architect of Record on the project which went out of business and non-responsive to the District.

**Local Business Participation Percentage** 100.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

**Recommendation**

Approval by the Board of Education of an Small Architect Design Contract with Byrens Kim Design Works for Design Services on behalf of the District at the Highland New Classroom Building Project, in an amount not-to exceed \$49,590.00. The term of this Agreement shall commence on September 25, 2013 and shall conclude no later than September 25, 2014.

**Fiscal Impact**

Measure B

**Attachments**

- Small Architect Design Contract including scope of work

# SMALL ARCHITECT DESIGN CONTRACT

## Highland New Classroom Building

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **5<sup>th</sup> day of August, 2013** by and between the Oakland Unified School District, Oakland, California ("District") and **Byrens Kim Design Works** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

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

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

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

**The scope of the project is to provide Division of State Architect (DSA) closeout replacing the previous non-responsive architect.**

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

**The project will commence September 25, 2013 and conclude no later than September 25, 2014.**

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

|              |   |
|--------------|---|
| <u>  X  </u> | Signed Agreement                        |
| <u>  X  </u> | Workers' Compensation Certification     |
| <u>  X  </u> | Insurance Certificates and Endorsements |

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Forty-nine thousand, five hundred ninety dollars and no cents (\$49,590.00)**. District shall pay Consultant according to the following terms and conditions:

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

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred

by Consultant in performing services for District, except as follows: Not applicable.

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

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

12. **Termination.**

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

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

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

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

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

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

recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

#### 14. Insurance.

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

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

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

14.1.2. **Workers' Compensation and Employers' Liability Insurance.**

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

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

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

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

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the



District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

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

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

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

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

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's

performing of any portion of the Services.

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



**District:**

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

**Consultant:**

Dong Kim  
Byrens Kim Design Works  
361-17<sup>th</sup> Street  
Oakland, CA 94612

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

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

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

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

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

**32.Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

**33.Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

**34.Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

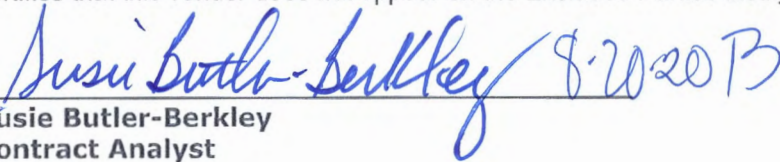
**35.Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

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

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

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

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

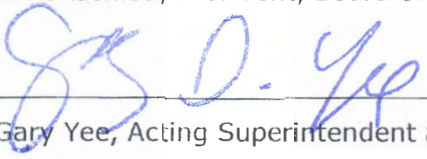
  
Susie Butler-Berkley  
Contract Analyst

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

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
David Kakashiba, President, Board of Education

Date: 9/12/13

  
\_\_\_\_\_  
Dr. Gary Yee, Acting Superintendent and  
Secretary, Board of Education

Date: 9/12/13

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

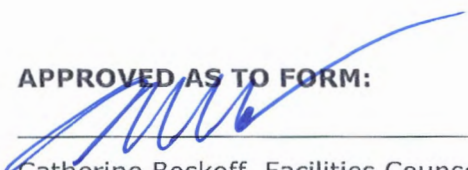
Date: 9/24/13

**Byrens Kim Design Works**

  
\_\_\_\_\_  
Dong E Kim, President

8/15/13

**APPROVED AS TO FORM:**

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

Date: 8.21.13

File ID Number: 13-1989  
Introduction Date: 9/11/13  
Enactment Number: 13-1918  
Enactment Date: 9/11/13  
By: os

**Information regarding Consultant:**

Consultant: Byrens Kim Design Works

License No.: C30987

Address: 361 17th st  
Oakland, CA 94612

Telephone: 510 452-3224

Facsimile: 510 452-2744

E-Mail: dongk@byrenskim.com

Type of Business Entity:

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

27-1659543;  
Employer Identification and/or Social  
Security Number

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

### WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: August 15, 2013

Proper Name of Consultant: Byrens Kim Design Works

Signature: 

Print Name: Dong Kim

Title: President

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

### CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

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

Name: Dong E Kim

Title: President

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

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

Date: 8/15/13

Proper Name of Consultant: Byrens Kim Design Works

Signature: 

Print Name: Dong E Kim

Title: President

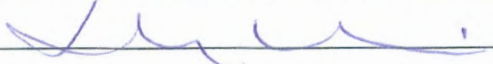


### DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

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

Date: 8/15/13

Proper Name of Consultant: Byrens Kim Design Works

Signature: 

Print Name: Dong E Kim

Title: President

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

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

(PLEASE SEE THE ATTACHED PROPOSAL FROM Byron Kim )

## EXHIBIT A



July 19, 2013

Eric Sih, Project Manager  
SGI Construction Management  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

RE: Proposal for Highland Elementary School Alteration of Existing Classroom Buildings, and Construction of New Classroom Building Division of State Architect Close-out Administration and CHPS Verified Documentation  
DSA App no. 01-111090, CHPS no. CAV00046  
Oakland Unified School District

Dear Eric,

I thank you for the opportunity to submit an updated proposal to administer the DSA close out process of the Highland Elementary School project. This proposal updates the DSA Closeout proposal dated 6/7/13 and includes the work scope needed to coordinate CHPS Verified documentation.

In general, we understand that our role of the project is to administer outstanding construction related Division of State Architect documents and to furnish the DSA Form 6 AE for Architect's verified report that would allow the project to be closed with certification at DSA. In addition, the scope includes work needed to generate and to coordinate necessary documents to acquire CHPS Verified recognition. Based on the CHPS Preliminary Score Card dated 2/6/10, the targeted score is 54 points.

Based on the information furnished by the district, the outstanding items include RFIs, ASIs, Discrepancy Notices, Field Directions, Change Order #1, and miscellaneous items such as PC drawing verification as outlined in the inspector's 98% verified report.

In our research to prepare the proposal, we contacted DSA field engineer, Michael Fretz, the inspector of record, Steven Pahl, and the Electrical and the Mechanical Engineers of record. In general, process is feasible to complete with the following understanding:

- District shall provide DSA Form 108 - Change in Delegation of Responsibility for the construction administration portion of the project. (This form requires a signature from the previous architect of record.)
- All engineers of record shall be available to provide necessary documents to administer the close out, including generating additional designs required to address the outstanding issues.
- The contractor is available to remedy the discrepancy issues. The contractor shall be cooperative to provide necessary documents to administer the close out.
- The inspector of record and the testing lab shall provide necessary documents to administer the closeout.

- All existing documents are available for review/use.

As noted above, we understand that the project is approximately 98% complete as noted by the inspector's verified report. The Construction cost stands at \$13,486,817.00 per the Change Order #1. There are approximately 110+ AEDs referenced in the Change Order no. 1 that encompasses owner generated, developer generated, and overtime related changes. Although many of the AEDs will not require additional DSA review, some AEDs and the related documentations may require additional design/document generation for the DSA approval. (i.e. Fire protection main change, Fire alarm system change, and etc.) The supporting documents didn't seem to have DSA review/approvals at this point.

As required by the DSA 6-AE, Architect/Engineer Verified Report, the design professional will "attest that, based on own personal knowledge that, the work has been performed and materials have been used as installed in every material respect, in compliance with the DSA approved construction documents", and that the design professional will "under penalty of perjury" prepare the report, DSA-6AE, that all statements are true.

In regards to the CHPS documentation process, we understand that the latest review by the CHPS included the Design Review process. The Construction Review of the project has not been started. The direction furnished by CHPS was to process the remaining Design Review items as a part of the Construction Review process.

We understand that the project tentatively received 51 points pending Construction Review. There are 4 pending additional points, relating to WE2.1 Reduce Sewage Conveyance from Toilets and Urinals and WE2.2 Reduce Indoor Potable Water Use. In addition, there may be additional points that were denied during the Design Review that may be pursued during the Construction process. In general, process is feasible to complete with the following understanding:

- District shall engage all consulting engineers to provide necessary construction justification documents, including Civil, MEP, Acoustical, Commissioning, and etc.
- District shall provide documents necessary to comply with the mandatory compliance point, i.e. SS1.0 Code Compliance Letter from California Department of Education, SS3.0 Construction Site Runoff, SWPPP Notice of Intent, EE3.0 Fundamental Commissioning and etc. We will assist the district in coordinating inquiries and communications.
- All existing documents are available for review/use including construction submittals and shop drawings.

The extent of the work already completed that are enclosed within concealed spaces is not observable; however, based on the tentative collaboration with the project inspector of record, we will assume that the extent of the work enclosed, other than the items illustrated in the discrepancy notices, have been constructed accordingly. To engage in this dialogue with the inspector, we will require a detailed study of the DSA documentation as a part of our services.

To perform this task, we propose the following fee:

DSA CLOSE OUT

|  |             |
|--|-------------|
| Architect Construction Administration Wrap Up: | \$33,250.00 |
| Architect DSA Close Out:                       | \$5,320.00  |
| SubTotal:                                      | \$38,570.00 |

CHPS VERIFIED DOCUMENTATION

|                               |             |
|-------------------------------|-------------|
| Architect CHPS Documentation: | \$11,020.00 |
| SubTotal:                     | \$11,020.00 |

**TOTAL: \$49,590.00**

Please review the attached **Project Budget Worksheet** for the detailed breakdown of services.

The proposed DSA fee equates to approximately 4.7% of the architect's portion ( $\pm 67\%$ ) of a 9% total fee. The district standards for the construction administration and the close out phase percentages are 17% and 5% of the total fee, a total of 22%. Once again, the project construction cost stands at \$13,486,817.

We are in a position to initiate the work upon your review and approval. Please review and comment. I am open for discussions.

I thank you for the consideration.

Cordially,



Dong E Kim, AIA, LEED AP  
President

Enclosed: Project Budget Worksheet, 7/19/13

## PROJECT BUDGET WORKSHEET

Project Highland Elementary School Closeout including CHPS Verification  
 Client OUSD  
 Project Address

NOTE: This form lists typical services provided. Certain services may be added or deleted according to specific requirements of the project.

| PHASE OF SERVICE                    | SERVICE TO BE PROVIDED   | HOURS | COMMENTS  |
|-------------------------------------|--|-------|---|
| 1<br>Construction<br>Administration | Review DSA approved documents  | 48    | 7, 12, 14, 15, 16, 17,18, 19, 20, & 21<br>±113 AEDs |
|                                     | Review CA documents  | 40    |   |
|                                     | Site Visits  | 24    |   |
|                                     | Gather and catalogue CA docs and forms                                     | 12    |   |
|                                     | District Coordination  | 24    |   |
|                                     | Initial Consultant Coordination  | 24    |   |
|                                     | Initial DSA meetings and status check                                      | 6     |   |
|                                     | IOR Coordination   | 8     |   |
|                                     | Contractor Coordination  | 8     |   |
|                                     | Generate preliminary DSA Task Items  | 24    |   |
|                                     | Address outstanding Discrepancy Notices                                    | 92    |   |
|                                     | Prepare and Route Change Order #1 through DSA                              | 40    |   |
| 2<br>DSA Closeout                   | Gather and submit Testing and Inspection results                           | 24    | 7 items   |
|                                     | Gather and submit Form 6s for AE, Contractor, & IOR                        | 24    |   |
|                                     | DSA Follow up  | 8     |   |
| 3<br>CHPS Compliance                | Review available CHPS documents  | 4     | ±34 items require backup                            |
|                                     | Compile Design Review Documents  | 8     |   |
|                                     | Site Visits  | 8     |   |
|                                     | Gather Construction Review backup documents                                | 60    |   |
|                                     | Coordinate the district furnished documents for mandatory compliance items | 6     |   |
|                                     | Consultant Coordination  | 10    |   |
|                                     | CHPS document upload for initial construction                              | 4     |   |
|                                     | Document revision per CHPS comments  | 16    |   |



**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
8/19/2013

## PRODUCER

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

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

## INSURERS AFFORDING COVERAGE

## INSURED

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

INSURER A: Travelers Property Casualty Co

INSURER B: Everest National Ins Co

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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

| INSR LTR | TYPE OF INSURANCE  | POLICY NUMBER  | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|----------|--|--|----------------------------------|-----------------------------------|---|
| A        | GENERAL LIABILITY  | 6808718N839<br>GENERAL LIAB.<br>EXCLUDES CLAIMS<br>ARISING OUT OF<br>THE PERFORMANCE<br>OF PROFESSIONAL<br>SERVICES. | 09/01/12                         | 09/01/13                          | EACH OCCURRENCE \$2,000,000                     |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |  |                                  |                                   | FIRE DAMAGE (Any one fire) \$1,000,000          |
|          | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR   |  |                                  |                                   | MED EXP (Any one person) \$10,000               |
|          |  |  |                                  |                                   | PERSONAL & ADV INJURY \$2,000,000               |
|          |  |  |                                  |                                   | GENERAL AGGREGATE \$4,000,000                   |
|          |  |  |                                  |                                   | PRODUCTS - COMP/OP AGG \$4,000,000              |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |  |                                  |                                   |   |
|          | AUTOMOBILE LIABILITY   |  |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$          |
|          | <input type="checkbox"/> ANY AUTO  |  |                                  |                                   | BODILY INJURY (Per person) \$                   |
|          | <input type="checkbox"/> ALL OWNED AUTOS   |  |                                  |                                   | BODILY INJURY (Per accident) \$                 |
|          | <input type="checkbox"/> SCHEDULED AUTOS   |  |                                  |                                   | PROPERTY DAMAGE (Per accident) \$               |
|          | HIRED AUTOS  |  |                                  |                                   |   |
|          | NON-OWNED AUTOS  |  |                                  |                                   |   |
|          |  |  |                                  |                                   |   |
|          |  |  |                                  |                                   |   |
|          | GARAGE LIABILITY   |  |                                  |                                   | AUTO ONLY - EA ACCIDENT \$                      |
|          | <input type="checkbox"/> ANY AUTO  |  |                                  |                                   | OTHER THAN EA ACC \$                            |
|          |  |  |                                  |                                   | AUTO ONLY: AGG \$                               |
|          | EXCESS LIABILITY   |  |                                  |                                   | EACH OCCURRENCE \$                              |
|          | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  |  |                                  |                                   | AGGREGATE \$                                    |
|          |  |  |                                  |                                   | \$  |
|          |  |  |                                  |                                   | \$  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |  |                                  |                                   | WC STATUTORY LIMITS OTH-ER                      |
|          |  |  |                                  |                                   | E.L. EACH ACCIDENT \$                           |
|          |  |  |                                  |                                   | E.L. DISEASE - EA EMPLOYEE \$                   |
|          |  |  |                                  |                                   | E.L. DISEASE - POLICY LIMIT \$                  |
| B        | OTHER Professional Liability   | 79AE001509131  | 06/06/13                         | 06/06/14                          | \$2,000,000 per claim<br>\$2,000,000 annl aggr. |

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

PROJECT: Highland New Classroom Building DSA Closeout.

Oakland Unified School District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named as Additional Insureds to General Liability per policy form wording. Insurance is Primary and Non-contributory.

## CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

## CANCELLATION

Oakland Unified School District  
955 High Street  
Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~THROUGH MAIL~~ ~~30~~ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY ~~PERSONAL DELIVERY~~ ~~MAIL~~ ~~POSTAL REGISTRATION~~ ~~OR FAX~~ ~~OR TELEPHONE~~ ~~OR BY MAIL~~ ~~TO THE INSURED OR AGENT OR REPRESENTATIVE~~

AUTHORIZED REPRESENTATIVE

*Elise Fisher*

POLICY NUMBER: 6808718N839

COMMERICAL GENERAL LIABILITY  
ISSUE DATE: 09/01/12

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

## **ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

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

### **SCHEDULE**

**NAME OF PERSON(S) OR ORGANIZATION(S):** Oakland Unified School District  
955 High Street  
Oakland, CA 94601

### **PROJECT/LOCATION OF COVERED OPERATIONS:**

PROJECT: Highland New Classroom Building DSA Closeout. Oakland Unified School District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers

### **PROVISIONS**

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

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

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

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

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
  - e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that contract or agreement requiring insurance to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.
- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):  
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

## COMMERICAL GENERAL LIABILITY

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

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

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

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

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

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

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

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/23/2013

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

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

| <b>PRODUCER</b><br><b>STEPHANIE R CANESSA, AGENT</b><br><b>LICENSE # 0C25369</b><br><b>State Farm 6228 MERCED AVENUE</b><br><b>OAKLAND, CA 94611</b> | <b>CONTACT NAME:</b> Stephanie Canessa<br><b>PHONE (A/C, No, Ext):</b> 510-339-4444 <b>FAX (A/C, No):</b> 510-339-4446<br><b>E-MAIL ADDRESS:</b> stephanie.canessa.jtmb@statefarm.com   |                               |  |        |  |  |       |  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |
|--|---|-------------------------------|--|--------|--|--|-------|--|--|-------|-------------|--|--|-------------|--|--|-------------|--|--|-------------|--|--|
| <b>INSURED</b><br><b>BYRENS KIM DESIGN WORKS</b><br><b>361 17TH ST</b><br><b>OAKLAND CA 94612-3336</b>   | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : State Farm Fire and Casualty Company</td><td>25143</td></tr> <tr> <td colspan="2">INSURER B : State Farm Mutual Automobile Insurance Company</td><td>25178</td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A : State Farm Fire and Casualty Company |  | 25143 | INSURER B : State Farm Mutual Automobile Insurance Company |  | 25178 | INSURER C : |  |  | INSURER D : |  |  | INSURER E : |  |  | INSURER F : |  |  |
| INSURER(S) AFFORDING COVERAGE  |   | NAIC #                        |  |        |  |  |       |  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER A : State Farm Fire and Casualty Company   |   | 25143                         |  |        |  |  |       |  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER B : State Farm Mutual Automobile Insurance Company   |   | 25178                         |  |        |  |  |       |  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER C :  |   |                               |  |        |  |  |       |  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER D :  |   |                               |  |        |  |  |       |  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER E :  |   |                               |  |        |  |  |       |  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER F :  |   |                               |  |        |  |  |       |  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR | WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|----------------|-----|------------------|-------------------------|-------------------------|---|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                |     |                  |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$    |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                               | Y              |     | 274 3628-C01-05B | 03/01/2013              | 03/01/2014              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                             |
|          | <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br>OCCUR <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |                |     |                  |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y              | N/A | 97-BK-L176-1     | 09/01/2013              | 09/01/2014              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS<br>OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

JOB: HIGHLAND ELEMENTARY SCHOOL DSA CLOSEOUT

OAKLAND UNIFIED SCHOOL DISTRICT, AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS & REPRESENTATIVES ARE LISTED AS ADDITIONAL INSURED'S ON THE AUTO INSURANCE PER THE ATTACHED ENDORSEMENT.

## CERTIFICATE HOLDER

## CANCELLATION

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**955 HIGH STREET**  
**OAKLAND, CA 94601**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## SMALL ARCHITECT DESIGN CONTRACT ROUTING FORM

### Project Information

|              |                                 |      |          |
|--------------|---------------------------------|------|----------|
| Project Name | Highland New Classroom Building | Site | Highland |
|--------------|---------------------------------|------|----------|

### Basic Directions

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

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

### Contractor Information

|                    |   |                  |   |       |    |     |       |
|--------------------|---|------------------|---|-------|----|-----|-------|
| Contractor Name    | Byrens Kim Design Works   | Agency's Contact | Dong Kim  |       |    |     |       |
| OUSD Vendor ID #   | I009281   | Title            | Architect of Record   |       |    |     |       |
| Street Address     | 361-17 <sup>th</sup> Street   | City             | Oakland   | State | CA | Zip | 94612 |
| Telephone          | 510-452-3224  | Policy Expires   | 3-14-2014   |       |    |     |       |
| Contractor History | Previously been an OUSD contractor? X Yes <input type="checkbox"/> No |                  | Worked as an OUSD employee? <input type="checkbox"/> Yes x No |       |    |     |       |
| OUSD Project #     | 06009   |                  |   |       |    |     |       |

### Term

|                      |           |  |           |
|----------------------|-----------|--|-----------|
| Date Work Will Begin | 9-25-2013 | Date Work Will End By<br>(not more than 5 years from start date) | 9-25-2014 |
|----------------------|-----------|--|-----------|

### Compensation

|                               |    |                              |              |
|-------------------------------|----|------------------------------|--------------|
| Total Contract Amount         | \$ | Total Contract Not To Exceed | \$ 49,590.00 |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Changed Amount | \$           |
| Other Expenses                |    | Requisition Number           |              |

### Budget Information

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

| Resource # | Funding Source | Org Key    | Object Code | Amount      |
|------------|----------------|------------|-------------|-------------|
| 9699       | Measure B      | 1269901837 | 6215        | \$49,590.00 |

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

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

|    |   |               |              |     |              |
|----|---|---------------|--------------|-----|--------------|
|    | Division Head   | Phone         | 510-535-7038 | Fax | 510-535-7082 |
| 1. | Director, Facilities Planning and Management                      |               |              |     |              |
|    | Signature   | Date Approved | 8/26/13      |     |              |
| 2. | General Counsel, Department of Facilities Planning and Management |               |              |     |              |
|    | Signature   | Date Approved | 8-21-13      |     |              |
|    | Associate Superintendent, Facilities Planning and Management      |               |              |     |              |
| 3. | Signature   | Date Approved | 8/22/13      |     |              |
|    | Deputy Superintendent, Board of Education                         |               |              |     |              |
| 4. | Signature   | Date Approved | 8/28/13      |     |              |
|    | President, Board of Education                                     |               |              |     |              |
| 5. | Signature   | Date Approved |              |     |              |