

Board Office Use: Legislative File Info.	
File ID Number	12-3100
Committee	Facilities
Introduction Date	12-12-2012
Enactment Number	12-3013
Enactment Date	12-12-12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date December 12, 2012

Subject Amendment No. 5, Professional Services Facilities Contract - Michael Willis & Associates- Calvin Simmons Health Center Project

Action Requested Approval by the Board of Education of a Amendment No. 5, Professional Services Facilities Contract with Michael Willis & Associates for Architect Services on behalf of the District at Calvin Simmons Health Center Project, in an amount not-to exceed \$5,614.92, increasing previous contract amount from \$135,797.00 to a not to exceed amount of \$141,411.92 and revising the end date from April 30, 2008 through December 31, 2012 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Intrusion alarm replacement of the entire campus has been added to the scope of work.

Local Business Participation Percentage 100.00%

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

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



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

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

Recommendation

Approval by the Board of Education of a Amendment No. 5, Professional Services Facilities Contract with Michael Willis & Associates for Architect Services on behalf of the District at Calvin Simmons Health Center Project, in an amount not-to exceed \$5,614.92, increasing previous contract amount from \$135,797.00 to a not to exceed amount of \$141,411.92 and revising the end date from April 30, 2008 through December 31, 2012 to December 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding source for this project is General Obligation Bond-Measure B.

Attachments

- Professional Services Contract including scope of work

Key Code:

2059901812-6215



**AMENDMENT NO. 5 TO AGREEMENT FOR
PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Michael Willis & Associates. OUSD entered into an Agreement with CONTRACTOR for services on December 31, 2012, and the parties agree to amend that Agreement as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project includes professional services to coordinate services provided by the intrusion alarm consultant (AON Fire Protection) which included design services and construction administration for the replacement of the Intrusion Alarm system of the entire Calvin Simmons campus.</u></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 One year, and the amended expiration date is December 31, 2013.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$5,614.92 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is One hundred forty-one thousand, four hundred eleven dollars and ninety-two cents (\$141,411.92)</p>			

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

5. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	August 12, 2009	Whereas consultant is to provide additional intrusion alarm design services, electrical, structural, cost estimating and roofing services for the School Based Health Center, due to a District unforeseen condition whereas the original design did not include these items as per the attached proposal which forms an integral part of this agreement.	\$40,192.00
2	March 10, 2010	The scope of the project is to provide water service fire-flow information from EBMUD and calculations re-requested by Division of State Architect (DSA) Fire Life Safety plan review for the Health Center.	\$1,800.00
3	January 12, 2011	The scope of the project is to add Structural issues caused by the design and the General Contractor. OUSD will look at back charging the General Contractor for some of the added cost. Also add changes to Mechanical design because of Unforeseen Conditions and Electrical.	\$4,970.00
4	February 8, 2011	The scope of the project is to provide and coordinate the services of AON Fire Protection which shall include design services and construction administration for the replacement of the Intrusion Alarm system of the entire campus.	\$34,800.00

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London 12/13/12
Date
Jody London, President, Board of Education

Edgar Rakestraw, Jr. 12/13/12
Date
Edgar Rakestraw, Jr., Secretary
Board of Education

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

CONTRACTOR

[Signature] 10/31/12
Date
Contractor Signature

CALTON T SMITH
Print Name, Title

File ID Number: 12-3100
Introduction Date: 12-12-12
Enactment Number: 12-3013
Enactment Date: 12-12-12
By:

EXHIBIT "A" Scope of Work

Contractor Name:

Billing Rate: Five thousand, six hundred fourteen dollars and ninety-two cents (\$5,614.92)

1. Description of Services to be Provided

This contract amendment is required to reconcile final fees required to pay invoice #200829.02-5 and #200829.02-6 for intrusion alarm services which was added scope in amendment #4.

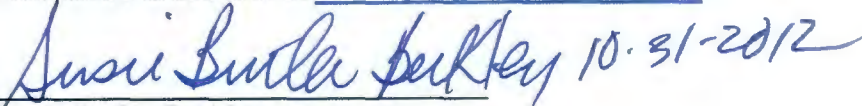
2. Specific Outcomes:

The intrusion alarm for health and safety.

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

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

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


Susie Butler-Berkley
 Susie Butler-Berkley
 Contract Analyst

CALVIN SIMMONS HEALTH CLINIC #07001

Prepared by Mary Ledezma, OUSD

Project Manager - Rocky Borton, OUSD

10/19/2012

project #	Contract/Amendments	amount	
7001	Original Contract	4100	approved by Board 12-19-2007 to develop prelim concept plans; included 4 other school sites ; \$20,500/5 = \$4100 per school
7001	Contract (amendment)	54035	
7001	Amendment #1	40192	
7001	Amendment #2	1800	
7001	Amendment #3	4970	
7001	Amendment #4	34800	
	total amendments	135797	
	current contract amount	139897	
	pending Amendment #5	5614.92	amt to pay invoice #200829.02-5 and #200829.02-6.
	revised contract amount	145511.92	

	Invoice tally to reconcile amendment #5 amt
1740	invoice #200829.02-5
5220	invoice #200829.02-6.
6960	total outstanding invoices
1345.08	current balance in account
5614.92	amount of funds required for Amendment #5

Invoice

MWA Architects, Inc.
301 Howard Street, Suite 500
San Francisco, CA 94105
Phone: (415) 957-2750 Fax: (415) 957-2780

Oakland Unified School District
Attn: April Chu
955 High Street
Oakland, CA 94601

November 16, 2011
Invoice No: 200829.02 - 6

Project 200829.02 Calvin Simmons Intrusion Alarm

Project No. 7001

Original Contract - \$54,035.00

Amendments 1 - 3 - \$46,962.00 (Project 200829.00)

Amendment 4 - \$34,800.00 - *FOR INTRUSION*

Total Contract - \$135,797.00

Professional Services from October 01, 2011 to October 31, 2011

Fee

Total Fee	34,800.00		
Percent Complete	100.00	Total Earned	34,800.00
		Previous Fee Billing	29,580.00
		Current Fee Billing	5,220.00
		Total Fee	5,220.00
		Total this Invoice	\$5,220.00

Outstanding Invoices

Number	Date	Balance
5	10/5/2011	1,740.00
Total		1,740.00

Total Now Due **\$6,960.00**

2012 APR 26 P 12: 21
FACILITIES PLANNING
AND MANAGEMENT

Invoice

MWA Architects, Inc.
301 Howard Street, Suite 500
San Francisco, CA 94105
Phone: (415) 957-2750 Fax: (415) 957-2780

#07001-1
SUBMITT. 10.12

Oakland Unified School District
Attn: April Chu
955 High Street
Oakland, CA 94601

October 05, 2011
Invoice No: 200829.02 - 5

Project 200829.02 Calvin Simmons Intrusion Alarm

Project No. 7001

Original Contract - \$54,035.00

Amendments 1 - 3 - \$46,962.00 (Project 200829.00)

Amentment 4 - \$34,800.00

Total Contract - \$135,797.00

Professional Services from September 01, 2011 to September 30, 2011

Fee

Total Fee	34,800.00		
Percent Complete	85.00	Total Earned	29,580.00
		Previous Fee Billing	27,840.00
		Current Fee Billing	1,740.00
		Total Fee	1,740.00

Total this Invoice

\$1,740.00

Outstanding Invoices

Number	Date	Balance
4	9/9/2011	4,089.00
Total		4,089.00

PAID
APR 26 2012

Total Now Due

\$5,829.00

2012 APR 26 P 12:21
FACILITIES PLANNING
AND MANAGEMENT

**OAKLAND UNIFIED SCHOOL DISTRICT
DEPARTMENT OF FACILITIES PLANNING AND MANAGEMENT**
Confirmation of Receipt Materials or Services

Prepared: DR
Date: 11/30/2011

VENDOR NAME: MICHAEL WILLIS ARCHITECT, INC - CALVIN SIMMONS HEALTH CENTER

CONTRACT AMOUNT: 4,100.00

CHANGE ORDERS: 135,797.00 #1-#4

TOTAL CONTRACT: 139,897.00

LESS YTD PAYMENTS: 138,281.75

BALANCE 1,615.25

LESS CURRENT INVOICE: 270.17

REMAINING BALANCE: \$ 1,345.08

REQ / PO NUMBER: P1200358

INVOICE DATE/AMOUNT (S): 11/30/2011 270.17

Stop Notice Date:

None associated with this payment	<input checked="" type="checkbox"/>
Stop Notice Date:	
Amount of Stop Notice	\$
Amount Withheld this payment	\$

#2008829.00

FUNDING SOURCE: G O BOND

Charles Love
Capital Program Contract and Accounting Manager
Facilities Planning and Management

Tadashi Nakadegawa
Interim Director of Facilities Planning and Management

Timothy E. White
Assistant Superintendent of Facilities Planning and Management

\$ 270.17

PIB

#1	54,035	2008	<u>B00</u> 54,035 1 — 2 — 3 — 4 3480
#	40,192		
2	1800		
3	4970		
4	34800	1/2011	
<u>\$ 135,797</u>			\$ 135,797

NO BOND

POLICY NUMBER: 6801195P513

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 11/15/12

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 94601-0000

PROJECT/LOCATION OF COVERED OPERATIONS:

Oakland Unified School District, its Directors, Officers, Employees and Representatives

PROVISIONS

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement effective 11/15/12	
Named Insured MWA Architects, Inc.	Countersigned by <i>Michael Cis</i>

(Authorized Representative)

SCHEDULE

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

Oakland Unified School District, its Directors, Officers, Employees and Representatives

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

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

MWA Architects, Inc.

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB8318Y479

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

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

Schedule

Person or Organization:

Oakland Unified School District
955 High Street
Oakland, CA 94601-0000

Job Description:

Oakland Unified School District, its Directors, Officers, Employees and Representatives

DATE OF ISSUE: 11/15/12

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM



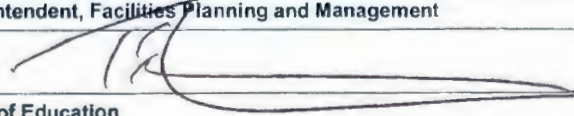
Project Information			
Project Name	Calvin Simmons Health Center	Site	Calvin Simmons Health Center
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	Michael Willis & Associates	Agency's Contact	Emmanuelle Ichaye
OUSD Vendor ID #	V057217	Title	Project Architect
Street Address	471 Ninth Street	City	Oakland State CA Zip 94607
Telephone	510-287-9710	Policy Expires	11-15-2013
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No
OUSD Project #	07001		

Term			
Date Work Will Begin	12-31-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$145,511.92
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 5,614.92
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9399, 9599, 9699	Measure B	2059901812	6215	\$5,614.92

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
	Division Head	Charles Love	Phone	510-535-7081	Fax 510-535-7082
1.	Capital Program Contract & Accounting Manager				
	Signature		Date Approved	11-13-12	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	11-15-12	
3.	Associate Superintendent, Facilities Planning and Management				
	Signature		Date Approved		
4.	President, Board of Education				
	Signature		Date Approved		

Board Office Use: Legislative File Info.	
File ID Number	11-0172
Committee	Facilities
Introduction Date	2-1-2011
Enactment Number	11-0188
Enactment Date	2-9-11




OAKLAND UNIFIED
SCHOOL DISTRICT

Learning. Growing. Inspiring. Studying.

Memo

To Board of Education

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

Board Meeting Date February 8, 2011

Subject Amendment No. 4, Professional Services Facilities Contract - Michael Willis & Associates- Calvin Simmons Health Center Project

Action Requested Approval by the Board of Education of a Amendment No. 4, Professional Services Facilities Contract with Michael Willis & Associates for Architect Services on behalf of the District at Calvin Simmons Health Center Project, in an amount not-to exceed \$34,800.00, increasing previous contract amount from \$100,997.00 to a not to exceed amount of \$135,797.00 and revising the end date from December 31, 2010 to December 31, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Intrusion alarm replacement of the entire campus has been added to the scope of work.

Local Business Participation Percentage 100.00%

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

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



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

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

Recommendation

Approval by the Board of Education of a Amendment No. 4, Professional Services Facilities Contract with Michael Willis & Associates for Architect Services on behalf of the District at Calvin Simmons Health Center Project, in an amount not-to exceed \$34,800.00, increasing previous contract amount from \$100,997.00 to a not to exceed amount of \$135,797.00 and revising the end date from December 31, 2010 to December 31, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding source for this project is General Obligation Bond-Measure B.

Attachments

- Professional Services Contract including scope of work

Key Code:

2059901812-6215



AMENDMENT NO. 4 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Michael Willis & Associates. OUSD entered into an Agreement with CONTRACTOR for services on ~~December 7, 2010~~ ^{April 30, 08th} and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide and coordinate the services of AON Fire Protection which shall include design services and construction administration for the replacement of the Intrusion Alarm system of the entire campus.</u></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>Two (2) years</u> (days/weeks/months), and the amended expiration date is <u>December 31, 2012</u>.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of <u>\$34,800.00 to original contract amount</u></p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <u>One hundred thirty-five thousand, seven hundred ninety-seven dollars and no cents (\$135,797.00)</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:

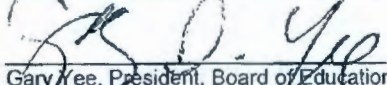
There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	August 12, 2009	Whereas consultant is to provide additional intrusion alarm design services, electrical, structural, cost estimating and roofing services for the School Based Health Center, due to a District unforeseen condition whereas the original design did not include these items as per the attached proposal which forms an integral part of this agreement.	\$54,035.00
2	March 10, 2010	The scope of the project is to provide water service fire-flow information from EBMUD and calculations re-requested by Division of State Architect (DSA) Fire Life Safety plan review for the Health Center.	\$1,800.00
3	January 12, 2011	The scope of the project is to add Structural issues caused by the design and the General Contractor. OUSD will look at back charging the General Contractor for some of the added cost. Also add changes to Mechanical design because of Unforeseen Conditions and Electrical.	\$4,970.00

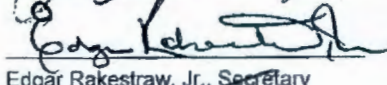
RECEIVED
 3 12 11
 PLANNING
 DEPARTMENT

- 6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.


OAKLAND UNIFIED SCHOOL DISTRICT


 Gary Yee, President, Board of Education

2/10/11
 Date


 Edgar Rakestraw, Jr., Secretary
 Board of Education

2/16/11
 Date
 Date


 Timothy White, Assistant Superintendent
 Facilities, Planning and Management

 Date

CONTRACTOR


 Contractor Signature 1/14/11
 Date

CARLTON T. SMITH, PRINCIPAL
 Print Name, Title

LEGISLATIVE FILE

File ID No. 11-6172
 Introduction Date 2-1-11
 Enactment No. 11-0188
 Enactment Date 2-9-11

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is made part of this Agreement.

SCOPE OF WORK

Contractor Name: Michael Willis & Associates

Billing Rate: **Thirty-four thousand, eight hundred dollars and no cents (\$34,800.00)**

Description of Services to be Provided

_____ will provide a maximum of _____ hours of services at a rate of \$_____ per hour for a total not to exceed \$_____.

1. **Goals or Objectives**
Provide construction management
2. **Description of Services to be Provided**
The scope of the project is to provide and coordinate the services of AON Fire Protection which shall include design services and construction administration for the replacement of the Intrusion Alarm system of the entire campus.
3. **Deliverables**
Construction Administration and coordinate AON Fire Protection

Michael
Willis
Architects



471 Ninth Street
Oakland, CA
94607
tel: (510) 287 9710
fax: (510) 287 9713

December 21, 2010

Rocky Borton
Oakland Unified School District
Facilities Planning and Management
955 High Street
Oakland, CA 94601

RE: Proposal for Intrusion Alarm Design Services for the Calvin-Simmons Middle School

Rocky:

Michael Willis Architects (MWA) is pleased to submit this proposal to provide intrusion alarm design services for the Calvin-Simmons Middle School located 2101 35th Ave., Oakland, CA.

The scope of additional services and fees are as described below:

A. Intrusion Alarm Design Services:

MWA will provide and coordinate the services of AON Fire Protection which shall include design services and construction administration for the replacement of the Intrusion Alarm system of the entire campus.

Total additional services \$34,800.00

Sincerely,

A handwritten signature in black ink, appearing to read 'Emmanuelle Ichaye-Anum'.

Emmanuelle Ichaye-Anum, Associate
Project Designer



Remit to:
Mobile Modular Management Corporation
 P.O. Box 45043
 San Francisco, CA 94145-5043
 www.MobileModularRents.com

Invoice
 Invoice: 10079816
 Contract: 210003750
 Customer PO: NA
 Invoice Date: 01/12/2011

Customer Information
 Oakland USD
 Buildings and Grounds
 955 High St
 Oakland, CA 94601

Mobile Modular Contact
 Questions about this Invoice?
 Please contact: Selina Hatcher
 Email: Selina.Hatcher@mgrc.com
 Direct Phone: (925) 453-3308
 Fax: (925) 453-3203
 All other inquiries: (925) 606-9000

Product Information		Qty	Tax	Charge
Site Information: 955 High St. Oakland, CA 94601				
Initial Billing of Purchase		1	N	\$120,496.58
Sub Total:				\$120,496.58
Taxes:				\$0.00
Total:				\$120,496.58
Total Taxes:				\$0.00
Remit Total:				\$120,496.58

Special Notes

THIS TRANSACTION IS SUBJECT TO THE TERMS AND CONDITIONS OF MCGRATH RENTCORP / OR MOBILE MODULAR MANAGEMENT CORP.

FOR PROPER CREDIT - Please detach and return with payment to the remit to address above

REMITTANCE COPY for Oakland USD

Please explain if the amount of \$_____ is different from the invoice amount:



Account: 2739
 Invoice: 10079816
 Contract: 210003750
 Invoice Date: 01/12/2011
Remit Total: \$120,496.58

Thank you for doing business with Mobile Modular. We appreciate your business.

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB8318Y479

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

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

Schedule

Person or Organization:

Oakland Unified School District
Attn: Susie Berkley
Dpt. Facilities Planning & Mngmt.
955 High Street
Oakland, CA 94601

Job Description:

Project Name/Number: Calvin Simmons
Health Center Project Oakland
Unified School District, its
Directors, Officers, Employees,
Agents and Representatives

DATE OF ISSUE: 01/18/11

DESCRIPTIONS (Continued from Page 1)

liability per policy form wording.

insurance is Primary and Non Contributory.

waiver of Subrogation applies to Workers Compensation Coverage.

POLICY NUMBER: 6801195P513

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 1/18/2011

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, its Directors, Officers, Employees, Agents and Representatives

PROJECT/LOCATION OF COVERED OPERATIONS: All Operations of the Named Insured

PROVISIONS

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

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

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

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

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

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

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

However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

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

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

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

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



AMENDMENT No. 4 CONTRACT ROUTING FORM

Project Information			
Project Name	Calvin Simmons Health Center	Site	Calvin Simmons Middle School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Michael Willis & Associates	Agency's Contact	Emmanuelle Ichaye-Anum				
OUSD Vendor ID #	V057217	Title	Project Manager				
Street Address	471-Ninth Street	City	Oakland	State	CA	Zip	94607
Telephone	510-287-9710	Policy Expires	11-15-2011				
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 #	07001						

Term			
Date Work Will Begin	12-31-2010	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$135,797.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 34,800.00
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	2059901812	6215	\$34,800.00
				\$

Approval and Routing (in order of approval steps)						
<small>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.</small>						
1.	Division Head	Charles Love	Phone	510-879-8389	Fax	510-879-3673
	Capital Program Contract & Accounting Manager					
	Signature			Date Approved	1-18-11	
2.	General Counsel, Department of Facilities Planning and Management					
	Signature			Date Approved	1-19-11	
3.	Assistant Superintendent, Facilities Planning and Management					
	Signature			Date Approved		
4.	President, Board of Education					
	Signature			Date Approved		


Board Office Use: Legislative File Info.	
File ID Number	10-3004
Committee	Facilities
Introduction Date	1-4-2011
Enactment Number	11-0069
Enactment Date	1-12-11 fsg



OAKLAND UNIFIED
SCHOOL DISTRICT

Quality Schools, Thriving Students

Memo

To Board of Education 

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

Board Meeting Date January 12, 2011

Subject Amendment No. 3, Professional Services Facilities Contract - Michael Willis & Associates - Calvin Simmons Health Center Project

Action Requested Approval by the Board of Education of Amendment No. 3, Professional Services Agreement with Michael Willis & Associates for Architectural Services on behalf of the District at Calvin Simmons Health Center Project, in an amount not-to exceed \$4,970.00, increasing previous contract amount from \$96,027.00 to a not to exceed amount of \$100,997.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Existing drawings did not show the size of existing sewer line, General Contractor caused some of the structural issues and the Health Center Dentist required changes to the dental area.

Local Business Participation Percentage 100.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the



OAKLAND UNIFIED
SCHOOL DISTRICT

For more information, visit www.ousd.k12.ca.us

planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

Approval by the Board of Education of Amendment No. 3, Professional Services Agreement with Michael Willis & Associates for Architectural Services on behalf of the District at Calvin Simmons Health Center Project, in an amount not-to exceed \$4,970.00, increasing previous contract amount from \$96,027.00 to a not to exceed amount of \$100,997.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding source for this project is General Obligation Bond-Measure B.

Attachments

- Professional Services Contract including scope of work

Key Code:

2059901812-6215



AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Michael Willis & Associates OUSD entered into an Agreement with CONTRACTOR for services on April 9, 2009, and the parties agree to amend that Agreement as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to add Structural issues caused by the design and the General Contractor. OUSD will look at back charging the General Contractor for some of the added cost. Also add changes to Mechanical design because of Unforeseen Conditions and Electrical.</u></p>			
2.	Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$4,970.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$_____ to original contract amount</p> <p>and the new contract total is <u>One hundred thousand, nine hundred ninety-seven dollars and no cents (\$100,997.00)</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.

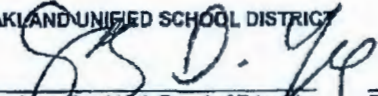
5. **Amendment History:**

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

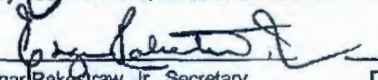
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	August 12, 2009	Whereas consultant is to provide additional intrusion alarm design services, electrical, structural, cost estimating and roofing services for the School Based Health Center, due to a District unforeseen condition whereas the original design did not include these items as per the attached proposal which forms an integral part of this agreement.	\$40,192.00
2	March 10, 2010	The scope of the project is to provide water service fire-flow information from EBMUD and calculations re-requested by Division of State Architect (DSA) Fire Life Safety plan review for the Health Center.	\$1,800.00

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.


OAKLAND UNIFIED SCHOOL DISTRICT



Gary Yee, President, Board of Education Date 1/13/11



Edgar Rakestraw, Jr., Secretary
Board of Education Date 1/13/11



Timothy White, Assistant Superintendent
Facilities, Planning and Management Date

CONTRACTOR



Contractor Signature Date 1/14/11



Charlton T. Smith, Principal
Print Name, Title

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is made part of this Agreement.

SCOPE OF WORK

Contractor Name: Michael Willis & Associates

Billing Rate: Four thousand, nine hundred seventy dollars and no cents (\$4,970.00)

Description of Services to be Provided

_____ will provide a maximum of _____ hours of services at a rate of \$_____ per hour for a total not to exceed \$_____.

1. **Goals or Objectives**
New designs
2. **Description of Services to be Provided**
The scope of the project is to add Structural issues caused by the design and the General Contractor. OUSD will look at back charging the General Contractor for some of the added cost. Also add changes to Mechanical design because of Unforeseen Conditions and Electrical.
3. **Deliverables**
New drawings of the sewer line..

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement effective 11/12/10	
Named Insured Michael Willis Architects, Inc.	

SCHEDULE

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

Oakland Unified School District
 Dept of Facilities Planning and
 Management
 955 High Street
 Oakland, CA 94601

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

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

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

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB8318Y479

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

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

Schedule

Person or Organization:

Oakland Unified School District
Dept of Facilities Planning and
Management
955 High Street
Oakland, CA 94601

Job Description:

RE: Architectural Services for
Calvin Simmons, Madison,
Havenscourt, Cole, Roosevelt Middle
Scholls Health Centers Project
Oakland Unified School District,
its Directors, Officers, Employees,
Agents, and Representatives are
named as additional insureds

DATE OF ISSUE: 11/12/10

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.

POLICY NUMBER: 6801195P513

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 11/12/2010

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, its Directors, Officers, Employees,
Agents, and Representatives

PROJECT/LOCATION OF COVERED OPERATIONS: All Operations of the Named Insured

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/10

PRODUCER
Jealely, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
415 465-3090

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.

INSURED
Michael Willis Architects, Inc.
301 Howard Street, Suite 500
San Francisco, CA 94105

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty Co. of A	19046
INSURER B: Travelers Casualty Ins. Co. of Ameri	
INSURER C: Catlin Insurance Company, Inc.	
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.

SR ADDL TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6801195P513 GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.	11/15/10	11/15/11	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA1196P903	11/15/10	11/15/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	CUP2436P311	11/15/10	11/15/11	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
3	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB8318Y479	11/15/10	11/15/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
2	OTHER Professional Liability	AED1987741111	11/15/10	11/15/11	\$2,000,000 per claim \$2,000,000 annl aggr.

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

RE: Architectural Services for Calvin Simmons, Madison, Havenscourt, Cole, Roosevelt Middle Schools Health Centers Project
Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives are named as additional insureds

CERTIFICATE HOLDER

Oakland Unified School District
Dept of Facilities Planning and Management
955 High Street
Oakland, CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information

Project Name	Calvin Simmons Health Center	Site	Calvin Simmons Middle School
--------------	------------------------------	------	------------------------------

Basic Directions

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

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

Contractor Information

Contractor Name	Michael Willis & Associates	Agency's Contact	Emmanuelle Ichaye
USD Vendor ID #	V057217	Title	Project Manager
Street Address	471 North Street	City	Oakland State CA Zip 94607
Telephone	510-287-971	Policy Expires	11-15-2011
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
USD Project #	07001		

Term

Date Work Will Begin	4-30-2008	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2010
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$100,997.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 4,970.00
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 #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	2059901812	6215	\$4,970.00
				\$

Approval and Routing (in order of approval steps)

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

Division Head	Charles Love	Phone	510-879-8389	Fax	510-879-3673
Capital Program Contract & Accounting Manager					
Signature		Date Approved	12-8-10		
General Counsel, Department of Facilities Planning and Management					
Signature		Date Approved	12-9-10		
Assistant Superintendent, Facilities Planning and Management					
Signature		Date Approved			
President, Board of Education					
Signature		Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	10-0329
Committee	Facilities
Production Date	3-2-2010
Attachment Number	10-0421
Attachment Date	3-10-10



OAKLAND UNIFIED
SCHOOL DISTRICT

expect Success

every student. every classroom. every day.

Memo

To: Board of Education
From: Tony Smith, Ed.D., Superintendent
 Timothy White, Assistant Superintendent, Facilities Planning and Management
Board Meeting Date: March 10, 2010
Subject: Amendment No. 2 - Michael Willis & Associates - Calvin Simmons Health Center Project.

Action Requested: Amendment No. 2 to Agreement for Professional Services with Michael Willis & Associates for additional Architectural Services for the Calvin Simmons Health Center Project in an additional amount not to exceed \$1,800.00, increasing previous contract amount from \$94,227.00 to a not to exceed amount of \$96,027.00.

Background: This contract is needed as part of the Health Center project at the Calvin Simmons site.

Fiscal Business Participation Percentage: 100.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and



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SCHOOL DISTRICT

expect Success

every student. every classroom. every day.

community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Amendment No. 2 to Agreement for Professional Services with Michael Willis & Associates for additional Architectural Services for the Calvin Simmons Health Center Project in an additional amount not to exceed \$1,800.00, increasing previous contract amount from \$94,227.00 to a not to exceed amount of \$96,027.00.

Fiscal Impact

The funding source for this project is General Obligation Bond-Measure B.

Attachments

- Professional Services Contract including scope of work

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Michael Willis Architects (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on April 30, 2008 and the parties agree to amend that Agreement as follows:

Services: The scope of work is unchanged. The scope of work has changed.
 If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
 The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide water service fire-flow information from EBMUD and calculations re-requested by Division of State Architect (DSA) Fire Life Safety plan review for the Health Center.

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

Compensation: The contract price is unchanged. The contract price has changed.
 If the compensation is changed: The contract price is amended by
 Increase of \$1,800.00 to original contract amount
 Decrease of \$_____ to original contract amount
 and the new contract total is Ninety-six thousand, twenty-seven dollars and no cents (\$96,027.00)

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.

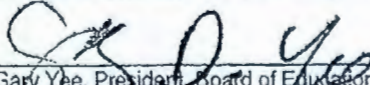
Amendment History:

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

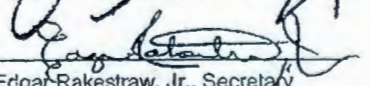
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	8-12-2009	To provide additional intrusion alarm design services, electrical, structural, cost estimating and roofing services, due to an Unforeseen Condition, whereas the original design did not include these items.	\$40,192.00
			\$
			\$

Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

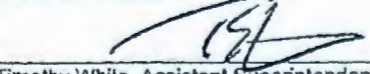
OAKLAND UNIFIED SCHOOL DISTRICT


 Gary Yee, President, Board of Education

3/11/10
 Date


 Edgar Rakestraw, Jr., Secretary
 Board of Education

3/11/10
 Date
 Date


 Timothy White, Assistant Superintendent
 Facilities, Planning and Management

 Date

CONTRACTOR


 Contractor Signature
2/16/10
 Date

Carlton Smith, Principal
 Print Name, Title

LEGISLATIVE FILE

File ID No. 10-0329
 Introduction Date 3-2-10
 Enactment No. 10-0421
 Enactment Date 3-10-10

Michael
Willis
Architects



471 Ninth Street
Oakland, CA
94607
tel: (510) 287 9710
fax: (510) 287 9713

November 24, 2009

Ron Herron
Oakland Unified School District
Facilities Planning and Management
955 High Street
Oakland, CA 94601

RE: Proposal for Additional Service for the Calvin-Simmons Health Center.

Dear Ron:

Michael Willis Architects (MWA) is pleased to submit this proposal to provide additional design services for the Calvin-Simmons Middle School located 2101 35th Ave., Oakland, CA.

The scope of additional services and fees are as described below:

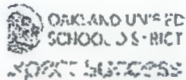
A. Mechanical Engineering Services:

MHC Engineers will provide water service fire-flow information from EBMUD and calculations requested by the Division of the State Architect (DSA) Fire Life Safety plan review: \$1,800.

Total additional services \$1,800.

Sincerely,

Emmanuelle Ichaye-Anum, Associate
Project Designer



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information			
Project Name	Calvin Simmons Health Center	Site	Calvin Simmons Middle School

Basic Directions	
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.	
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information							
Contractor Name	Michael Willis & Associates	Agency's Contact	Emmanuelle Ichaye-Anum				
OUUSD Vendor ID #	V057217	Title	Project Manager				
Street Address	471 Ninth Street	City	Oakland	State	CA	Zip	95607
Telephone	510-287-9710	Policy Expires	11-15-2010				
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No				
OUUSD Project #	07001						

Compensation and Terms – Must be within the OUSD Billing Guidelines					
Date work will begin	6-18-2009	Date work will end	12-1-2010	Total Contract Amount	\$1,800.00

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Requisition Number		Total Contract Amount	\$	
Resource #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	2059901811	6215	\$1,800.00
				\$
				\$
				\$
				\$


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	Fax	
Capital Program Contract & Accounting Manager			
Signature	Date Approved	2-17-10	
General Counsel, Department of Facilities Planning and Management			
Signature	Date Approved	2-18-10	
Assistant Superintendent, Facilities Planning and Management			
Signature	Date Approved		
President, Board of Education			
Signature	Date Approved		

LEGISLATIVE FILE

File ID No. 09-2309
Introduction Date 8-4-09
Enactment No. 09-1666
Enactment Date 8-12-09
By AS

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
August 12, 2009

To: Board of Education

From: Tony Smith, Ed.D., Interim Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services 

Subject: Amendment No. 1 - Michael Willis Architects - Calvin Simmons Middle School Health Center Project

ACTION REQUESTED

Approval by Board of Education of Amendment No. 1 with Michael Willis Architects for Additional Design Services on behalf of the District for the Calvin Simmons Middle School Health Center Project, increasing the contract by a not to exceed amount of \$40,192.00, increasing previous contract amount from \$54,035.00 to a not to exceed amount of \$94,227.00 and revising the end date from April 30, 2009 to December 1, 2010. All remaining portions of the agreement shall remain in full force and effect as originally stated.

BACKGROUND

A collaborative effort of OUSD Health Staff, students, teachers and the Oakland High School Community funded through a grant from Atlantic Philanthropy in conjunction with Alameda County Health Services, has identified a need-based, community related, culture of service to be housed on the campus at Calvin Simmons Middle Schools.

STRATEGIC ALIGNMENT

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach

REW: TEW, PF

P:\CONTRACT ADMINISTRATION - RESTRICTED\CONTRACTS - WORKING FOLDER\Misc. Contracts\Michael Willis Architects, Inc\Calvin Simmons Health Center\Amendment No. 1\Template- Board memo-Amendment.1c.doc

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.

DISCUSSION

Whereas consultant is to provide additional intrusion alarm design services, electrical, structural, cost estimating and roofing services for the School Based Health Center, due to a District unforeseen condition whereas the original design did not include these items as per the attached proposal which forms an integral part of this agreement.

FISCAL IMPACT

The funding source for this project is General Obligation Bond-Measure B.

RECOMMENDATION

Approval by Board of Education of Amendment No. 1 with Michael Willis Architects for Additional Design Services on behalf of the District for the Calvin Simmons Middle School Health Center Project, increasing the contract by a not to exceed amount of \$40,192.00, increasing previous contract amount from \$54,035.00 to a not to exceed amount of \$94,227.00 and revising the end date from April 30, 2009 to December 1, 2010. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Key code: 2059901811-6215

REW: TEW, PF

PA\CONTRACT ADMINISTRATION - RESTRICTED\CONTRACTS - WORKING FOLDER\Misc. Contracts\Michael Willis Architects, Inc\Calvin Simmons Health Center\Amendment No. 1\Template- Board memo-Amendment, 1c.doc

AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES

WITH

Michael Willis Architects

FOR

**Additional Services for the
Calvin Simmons Middle School Health Center Project**

Project Number: 07001

OAKLAND UNIFIED SCHOOL DISTRICT

July 13, 2009

PLANNING
GENERAL
DEPARTMENT

JUL 16 A 7 10

1163 STREET
OAKLAND, CA 94601

AMENDMENT NO.1 TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
OAKLAND UNIFIED SCHOOL DISTRICT AND MICHAEL WILLIS ARCHITECTS
DATED APRIL 30, 2008

This 1st Amendment is entered into this 30th day of April, 2009 between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") AND MICHAEL WILLIS ARCHITECTS ("CONSULTANT") for the Calvin Simmons Middle School Health Center.

WHEREAS, CONSULTANT has commenced the professional services under the original contract and additional budget is warranted to compensate for additional design services provided by CONSULTANT. Whereas consultant is to provide additional intrusion alarm design services, electrical, structural, cost estimating and roofing services for the School Based Health Center, due to a District unforeseen condition whereas the original design did not include these items as per the attached proposal which forms an integral part of this agreement

NOW THEREFORE, the DISTRICT and CONSULTANT amend this contract as follows;

I. SCOPE OF WORK

Appendix A, Scope of Work, is hereby modified as follows to allow for additional budget to compensate for added costs:

The scope of the project is to provide additional intrusion alarm design services, roofing, electrical, data, cost estimating and structural engineering services for the School Based Health Center.

II. COMPENSATION

Appendix B, Compensation and Payment, is hereby modified to allow for the additional fees required to complete additional design services for the Calvin Simmons Middle School Health Center Project. The present fee of \$54,035.00 is hereby increased by a not-to-exceed amount of \$40,192.00 for a new total contract amount of \$94,227.00.

III. PROJECT SCHEDULE

Appendix C is hereby modified to extend the end date from April 30, 2009 to December 1, 2010.

All remaining portions of the agreement shall remain in full force and effect as originally stated.

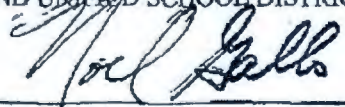
IN WITNESS WHEREOF, Consultant has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this Agreement.

CONSULTANT: Michael Willis Architects

By:  Dated: 7/12/09

Title: PRINCIPAL

OAKLAND UNIFIED SCHOOL DISTRICT

By:  Dated: 8/13/09
Noel Gallo, President of the Board of Education

By:  Dated: 8/18/09
Edgar Rakestraw, Jr., District Secretary

By:  Dated: _____
Timothy E. White, Assistant Superintendent,
Division of Facilities, Planning & Management

Approved as to form:

 Dated: 7.16.09
Cate Boskoff, Facilities Counsel

Attachments: Agreement for Professional Services with Michael Willis Architects dated April 30, 2008

Consultant: Michael Willis Architects
School: Calvin Simmons Middle School
Funding: General Obligation Bond-Measure B

POLICY NUMBER: 6801195P513

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 12/14/2009

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, its Directors, Officers, Employees,
Agents, and Representatives

PROJECT/LOCATION OF COVERED OPERATIONS: All Operations of the Named Insured

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

Client#: 931

MICHAWILL1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/09

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.

INSURED
Michael Willis Architects, Inc.
301 Howard Street, Suite 500
San Francisco, CA 94105

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Casualty Co. of A	19046
INSURER B: Travelers Casualty Ins. Co. of Ameri	
INSURER C: U.S. Specialty Insurance Company	
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.

DESCRIPTION OF TR / INSRT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6801195P513 GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.	11/15/09	11/15/10	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/PROP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	BA1196P903	11/15/09	11/15/10	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	CUP2436P311	11/15/09	11/15/10	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UBB318Y479	11/15/09	11/15/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	US071113905	11/15/09	11/15/10	\$2,000,000 per claim \$2,000,000 annl aggr.

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

RE: Architectural Services for Calvin Simmons, Madison, Havenscourt, Cole, Roosevelt Middle Schools Health Centers Project
Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives are named as additional insureds
(See Attached Descriptions)

CERTIFICATE HOLDER

Oakland Unified School District
Dept of Facilities Planning and Management
955 High Street
Oakland, CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ROUTING FORM

Check contract title: Professional Services Contract Amendment to PCS Calvin Simmons MS Health Center - Amendment 1

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information					
Contractor Name	Michael Willis Architects			Contractor's Contact Person	Carlton T. Smith
Street Address	471 Ninth Street			Title	Project Manager
City	Oakland			Telephone	510-287-9710
State	CA	Zip Code	94607	Vendor #	
Tax ID/Soc Sec #				OUSD Project #	07001
Has Contractor been an OUSD contractor?			Has Contractor worked as an OUSD employee?		
If yes to either, list the name(s) and tax ID/social security number(s), if different.					

Term			
Date Work Will Begin	April 30, 2008	Date Work Will End By <small>(not more than 5 years from start date)</small>	December 1, 2010

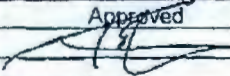
Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$94,227.00
Pay Rate Per Hour <small>(If Hourly)</small>	\$	If Amendment, Changed Amount	\$40,192.00
Other Expenses		Requisition Number	

Budget Information																			
Funding Resources				Org Key #							Object				Amount				
				Site	Program			F	Unique										
2	1	2	2	2	0	5	9	9	0	1	8	1	1	-	6	2	1	5	\$40,192.00
\$																			

Name of Funding Source: General Obligation Bond-Measure B

Program Information - Indicate the Number of Persons to Benefit from Services						
Grade Level (s)	Students	Teachers	Parents			
Administrators	Others (Please Specify)					

OUSD Contract Originator Information			
Name of OUSD Contact	Charles Love	Email	charles.love@ousd.k12.ca.us
Telephone	510-878-8389	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head			
Program Manager			
Contract Services	<i>C. Love 7-14-09</i>		
FCMAT Fiscal Advisors			
State Administrator			

Additional approvals may be needed if contract amount is greater than \$59,600

Legal Review Needed:	Submitted to Legal by:	Legal Log #:	Returned to:
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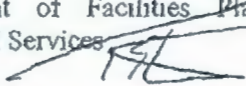
Contract Office Use Only			
Dates of Clearance	Submitted by	Email Address	
TB	Fingerprint	YTD \$	Full Funding in Req. Current Employee Unit Member Work Conflict

LEGISLATIVE FILE

File ID No. 08-1673
Introduction Date 8-13-08
Enactment No. 08-1239
Enactment Date 8/13/08
By [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
August 13, 2008

To: Board of Education

From: Roberta Mayor, Ed.D., Interim Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services 

Subject: Agreement for Professional Services with Michael Willis Architects for Architectural and Engineering Services at Calvin Simmons Middle School Project in an amount not-to-exceed \$54,035.00.

ACTION REQUESTED

Approval by Board of Education for a Professional Services Agreement on behalf of the District with Michael Willis Architects for Architectural and Engineering Services at Calvin Simmons Middle School Health Center Project in an amount not to exceed \$54,035.00. The term of this Agreement shall commence on April 30, 2008 and shall conclude upon completion of the desired services described herein, but no later than April 30, 2009.

BACKGROUND

A collaborative effort of OUSD Health Staff, students, teachers and the Oakland High School Community funded through a grant from Atlantic Philanthropy in conjunction with Alameda County Health Services, has identified a need-based, community related, culture of service to be housed on the campus at Calvin Simmons Middle Schools.

STRATEGIC ALIGNMENT

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

MICHAEL WILLIS ARCHITECTS

FOR

**Calvin Simmons Middle School Health Center Project
Project No. 07001**

OAKLAND UNIFIED SCHOOL DISTRICT

May 7, 2008

**FACILITIES PLANNING
& MANAGEMENT
ACCOUNTING DEPARTMENT
1229 JUN 23 A 6:57
900 HIGH STREET
OAKLAND, CA 94601**

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.

DISCUSSION

The scope of the project is to provide programming, space planning, design services, contract documents, bidding and negotiation, permit application and contract administration for the Calvin Simmons Middle School.

FISCAL IMPACT

The funding source for this project is General Obligation Bond-Measure B.

RECOMMENDATION

Approval by Board of Education for a Professional Services Agreement on behalf of the District with Michael Willis Architects for Architectural and Engineering Services at Calvin Simmons Middle School Health Center Project in an amount not to exceed \$54,035.00. The term of this Agreement shall commence on April 30, 2008 and shall conclude upon completion of the desired services described herein, but no later than April 30, 2009.

Key code: 2059901811-6215

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement between OAKLAND UNIFIED SCHOOL DISTRICT, 955 High Street, Oakland, CA 94601 (hereafter "District") and Michael Willis Architects, 471 Ninth Street, Oakland, CA 94607 (hereinafter "Consultant").

RECITALS

WHEREAS, this Agreement sets forth the terms and conditions under which the District shall obtain and Consultant will provide professional Architectural and Engineering services for Calvin Simunons Middle School Health Center Project.

WHEREAS, Consultant was selected by means of the District's consultant selection process, represents itself as having the requisite qualifications, and desires to provide the professional services required;

Now, THEREFORE, the District and Consultant agree as follows:

1 Definitions

- 1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.
 - 1.1.1 **Agreement:** This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to:
 - 1.1.1.1 Appendix A, Scope of the Work, Scope of Services, Additional Services
 - 1.1.1.2 Appendix B, Compensation, Payment, Reimbursable Expenses
 - 1.1.1.3 Appendix C, Project Schedule, Project Budget, Statement of Confidentiality
 - 1.1.1.4 Appendix D, Consultant's Billing Rates and Direct Costs
 - 1.1.2 **Work:** The entirety of the work to be done in providing the District with the architectural consulting services described in this Agreement for the work, pursuant to the terms and conditions of this Agreement.

2 Term of the Agreement

- 2.1 The term of this Agreement shall commence on April 30, 2008 and shall conclude upon completion of the desired services described herein, but no later than April 30, 2009.

3 Services Consultant Agrees to Perform

- 3.1 Consultant must achieve the Work described in Appendix A, attached hereto and incorporated by reference as though fully set forth herein. Unless specifically excepted, the Consultant shall complete all services required by this Agreement, as set forth in Appendix A and all work of each activity within the times specified.
- 3.2 The Consultant shall keep District informed of its progress performing the Work. If Consultant anticipates exceeding the durations in the Schedule, it shall immediately inform the District in writing. Should the progress of the Work under this Agreement at any time fall behind schedule due to conditions not beyond the control of Consultant, Consultant shall be required to apply such

additional resources as necessary to bring progress of the Work under this Agreement back on schedule.

4 Compensation

- 4.1 Upon written approval of each of Consultant's invoices by District's project manager, compensation shall be due Consultant according to the Compensation Schedule established in Appendix B.
- 4.2 District shall have no obligation to pay Consultant for charges incurred or payments due Consultant for any payment period until District receives from Consultant the deliverables required for that payment period and accepts them as complying with this Agreement. Consultant shall submit invoices in the form and manner required by the District. All amounts paid by District to Consultant shall be subject to audit by District.
- 4.3 Final payment will be made when all Work required under this Agreement has been completed and Consultant has transmitted all deliverables to the District. The final payment will include the final month's payment, plus any retention withheld from previous payments for deficient work corrected in the final submittal, less any amounts which may be determined due District because of Consultant's negligent errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages.

5 Taxes

- 5.1 Payment of any taxes, including California Sales and Use Taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Consultant.

6 Qualified Personnel

- 6.1 Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant agrees that any studies or analysis included in the Work shall be performed or prepared by principals-in-charge or supervised by principals-in-charge, and that principals-in-charge shall be in "responsible charge" of the work. Such principals-in-charge shall sign all applicable documents and other items as required.

7 Standard of Care

- 7.1 Consultant represents that it is qualified to perform the Work and that it possesses the necessary licenses and/or permits required to perform the Work. Consultant represents that it is knowledgeable in preparing the required documents for this type and scope of project.
- 7.2 The granting of any progress payment by District, or the receipt thereof by Consultant, or any review, approval or oral statement by any representative of District shall in no way waive or limit the representations and obligations in this section or lessen the liability of Consultant to re-perform or replace unsatisfactory Work. Nothing in this section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

8. Indemnification and General Liability

- 8.1 Consultant shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of Consultant or any person employed or agent engaged by Consultant.
- 8.2 Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, defend, and hold harmless District, its directors, officers, agents, employees, and representatives from and against any and all demands, claims, loss, liability costs and damages (whether in contract, tort or strict liability) incurred by District, or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorneys' fees and litigation expenses) incurred by District, or any other person, to the proportionate extent that it is alleged to have arisen out of or arises out of or is in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract. The indemnity and save harmless agreements expressed in this Section 8 shall not apply to the extent that doing so violates the provisions of Section 2782 of the California Civil Code.
- 8.3 Consultant shall place in its sub-consulting agreements and cause its sub-consultants to agree to indemnities and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.

9. Liability of District

- 9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. To the furthest extent permitted by law, and 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 or the services performed in connection with this Agreement.
- 9.2 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above.

10. Independent Contractor: Payment of Taxes and Other Expenses

- 10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of it, its employees and its agents. Nothing contained herein shall be construed as creating an employment or agency relationship between District and Consultant.

11. Insurance

- 11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage's:
- 11.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
 - 11.1.2 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for said self-insurance.
 - 11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting there from) and damage to property resulting from Consultant's or subcontractor's or sub-consultant's operations.
 - 11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
 - 11.1.5 Professional Liability Insurance with limits not less than \$1,000,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.
- 11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
- 11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
 - 11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:
- Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning & Management
955 High Street
Oakland, California 94601
- 11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a

claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, 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.

- 11.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 11.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder.
- 11.7 District may, at its sole option, terminate this Agreement immediately, without notice to Consultant and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. Consultant shall be responsible for any and all uninsured losses.
- 11.8 If Consultant is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:
 - 11.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

12 Suspension of Work

- 12.1 District may, without cause, order Consultant, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to Consultant of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.

13 Termination of Agreement for Cause

- 13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement or may fail to complete the Work as required by this Agreement, District may terminate the Consultant contract upon seven days written notice to the Consultant. The District may request from Consultant written assurances of performance and a written plan to correct observed deficiencies in Consultant's performance if written notice of the same is provided by District. Failure to provide written assurances, may, in District's discretion, constitute grounds to declare a default under this Agreement.
- 13.2 In the event of termination by District for cause

13.2.1 District shall compensate Consultant for the value of the Work delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back-charges, but District shall not compensate Consultant for its costs in terminating the Work or any cancellation charges owed to third parties;

13.2.2 Consultant shall deliver to District possession of the Work in its then condition, including but not limited to, all designs, engineering, Plan and Project records, cost data of all types, drawings and specifications and contracts with vendors and subcontractor or sub-consultants, and all other documentation associated with the work, and all supplies and aids dedicated solely to performing Work which, in the normal course of the Work.

14 Termination of Agreement for Convenience

14.1 District may terminate performance of the Work under the Agreement in accordance with this Paragraph in whole, or from time to time in part, whenever District shall determine that termination is in the best interest of District. Termination shall be effected by delivery to Consultant of notice of termination specifying the extent to which performance of the Work under the Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than seven (7) calendar days from the date the notice of termination is delivered. Consultant shall be compensated for professional services rendered to the effective date of termination for convenience. Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant or subcontractor (or sub-consultants) after receipt of a notice of termination.

15 Proprietary or Confidential Information of District

Consultant understands and agrees that, in the performance of the services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information, which may be owned or controlled by District, and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to Consultant shall be held in confidence and used only in performance of the Agreement, and shall sign the Statement of Confidentiality included herein as part of Appendix C.

16 Notices to the Parties

All notices to be given by the parties hereto shall be in writing and effective when served by depositing it in the United States Post Office, postage prepaid and addressed as follows:

To District: Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning & Management
955 High Street
Oakland, California 94601

To Consultant: Carlton Smith
Michael Willis Architects
471 Ninth Street
Oakland, CA 94607

17 Ownership of Results/Works for Hire

17.1 Any interest of Consultant or its subcontractors or sub-consultants, in plans, studies, reports, memoranda, computational sheets or other documents prepared by Consultant or its subcontractors or sub-consultants in connection with services to be performed under this Agreement shall become the property of District pursuant to California Education Code Section 39159. Consultant may, however, retain one copy for its files.

18 Audit and Inspection of Records

18.1 Consultant shall maintain all calculations, cost analysis or estimates, quantity takeoffs, statements of construction costs, schedules and all correspondence, internal memoranda, papers, writings, and documents of any sort prepared by or furnished to Consultant during the course of performing the Work, for a period of at least five years following final completion and acceptance of the Plan.

19 Subcontracting/Assignment/Interest

19.1 Consultant has not specified the use of any sub-consultants and subcontractors in the performance of the Work under this Agreement.

19.2 Except as provided in Paragraph 19.1, Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is approved by District in a written instrument executed and approved in the same manner as this Agreement. Consultant shall not substitute subcontractors or sub-consultants unless approved by written instrument executed and approved in the same manner as this Agreement.

20 Compliance with Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement. Consultant shall not discriminate in its employment and hiring practices because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in California Government Code Section 12940.

21 Disputes

21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's Project Manager and a principal of the Consultant, who shall make a good faith effort to resolve the matter. Consultant shall continue its Work throughout the course of any and all disputes. Nothing in this Paragraph shall allow Consultant to discontinue work during the course of any dispute and Consultant's failure to continue work during any and all disputes shall be considered a material breach of this Agreement. Consultant also agrees that should Consultant discontinue work due to a dispute or disputes, District may terminate this Agreement.

21.2 As a precondition to litigation, the parties must first participate in non-binding mediation pursuant to the mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified mediators.

22 This Agreement shall be deemed to have been executed in Alameda County. The laws of the State of California, excluding its conflict of laws rules, shall govern the formation, interpretation and performance

of this Agreement. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Alameda County, California.

22.1 Four copies of this Agreement shall be executed. Three copies shall be retained by District and one copy shall be given to the Consultant.

23 Compliance With Laws

23.1 Consultant shall comply with all applicable laws in the performance of the Work, which are in effect at the time the Consultant is performing its Work, regardless of whether such laws are specifically stated in this Agreement. Consultant further agrees that, consistent with the Standard of care set forth herein, the plans, drawings, specifications, designs and any other product of its services will comply with that standard of care in their compliance with the applicable laws and Codes.

24 Entire Agreement: Modifications of Agreement

24.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement.

24.2 The District may, at any time, by written order, make changes within the scope of the work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Appendix B, or in the time of required performance as forth in Appendix C, or both. In the event that Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the District prior to the time that Consultant performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in written supplement to the Agreement prior to implementation of such changes. Changes in the work made pursuant to this Article and extensions of time necessary by reason thereof shall not in any way release the performance standards required of Consultant pursuant to the terms of this Agreement.

24.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and the Consultant.

IN WITNESS WHEREOF, Consultants has executed this Agreement, and the District, by its Board of Education, who is authorized to do so, has executed this agreement.

CONSULTANT: Michael Willis Architects

By: [Signature] Dated: 8/19/08
Title: VICE PRESIDENT

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature] Dated: 8/21/08
David Kakishiba, President, Board of Education

By: [Signature] Dated: 8/14/08
Edgar Rakesfraw, Jr., District Secretary

By: [Signature] Dated: _____
Timothy E. White,
Assistant Superintendent of Facilities, Planning and Management,
Buildings & Grounds and Custodial Services

Approved as to form:

[Signature] Dated: 7.24.08
Cate Boskoff, Facilities Counsel

- Attachments: Appendix A
- Appendix B
- Appendix C
- Appendix D

Consultant: Michael Willis Architects
School: Calvin Simmons Middle School
Funding: General Obligation Bond-Measure B

APPENDIX A

Scope of Services:

Consultant will provide professional architectural and engineering services pertaining to Calvin Simmons Middle School Health Center Project.

1. Programing
2. Space Planning
3. Design Services
4. Contract Documents
5. Bidding and Negotiation
6. Permit Application
7. Contract Administration

Scope of Work:

1. SCOPE OF WORK:

- 1.1 Project shall be developed and designed to meet the current professional standards regarding interpretation of all applicable and most current codes, laws, regulations and professional standards.
- 1.2 Consultant shall not, unless otherwise permitted in writing by District, propose or recommend any design, which has the effect of shifting design responsibilities from Consultant to contractor (or any other entity) through performance specifications or any other means. Performance specifications will be allowed only when necessary to preclude single vendor sources.
- 1.3 Consultant shall not, unless otherwise permitted in writing by District, specify unique, innovative, proprietary or sole source equipment, systems or materials.
- 1.4 Consultant design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA. Consultant shall meet with representatives of the District's operations and maintenance personnel to review, comment and participate in Consultant's design. The Consultant shall exercise its professional judgment respecting all ultimate design decisions.
- 1.5 **Initial Planning Phase (New Construction/Additions only):**
 - 1.5.1 Assist District in the preparation of architectural programming for the Project to define scope, size, cost, space relationship and site development, as requested by District.
 - 1.5.2 Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.
 - 1.5.3 Consultant shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line.
 - 1.5.4 Consultant shall advise District in securing easements, encroachment permits, right of ways, dedications, infrastructures, and road improvements and coordinating with utilities and adjacent property owners.
- 1.6 **Schematic Design Phase:**
 - 1.6.1 Consultant shall review any diagrammatic program guidelines furnished by the District to ascertain the requirements of the Project, shall review the understanding of such

- requirements with the District and shall finalize the program and scope of work with the District and school site representative.
- 1.6.2 Consultant shall prepare schematic design studies and site utilization plans leading to a recommended solution based on meetings with site personnel and District project manager.
- 1.6.3 Consultant shall research, assemble, review and supplement information for Project including, but not limited to, field measurements as required to verify existing drawing information or ADA compliance reports, existing design data, existing structural capabilities as it pertains to scope of work, existing mechanical capabilities, and existing electrical capacities.
- 1.6.4 Consultant shall prepare preliminary plans, schematic drawings, and phasing plans showing the scale and relationship of the components of the Project. Consultant shall prepare the plot plan development of the site and the proposed architectural concept of the buildings, incorporating the educational program and the functional requirements of the District. Such drawings and plans shall meet the requirements of the State Department of Education regulations and guidelines, and shall be prepared in such form as may be submitted to the State Department of Education for approval. Such drawings and plans shall show in single-line drawings all rooms incorporated in each building in the Project, and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project.
- 1.6.5 If directed by the District at the time of approval of modernization documents, the documents shall be prepared so that portions of the Project may be performed under separate modernization contract, or so that modernization of certain buildings, facilities, or other portions of the Project may be deferred. The District recognizes that there are additional costs incurred by the creation of separate document packages. Consultant and District agree to negotiate in good faith a fair and reasonable compensation to the Consultant if District selects to have documents prepared so that portions of the Project may be performed under separate modernization contract or deferred as described in this section.
- 1.6.6 Consultant shall submit a preliminary cost estimate, in the format required by the District, which shall verify that the proposed scope of work is within the approved budget. If Consultant perceives site considerations, which render the Project cost prohibitive, Consultant shall disclose such conditions in writing to District immediately.
- 1.6.7 The District shall provide the Consultant with record drawings ("as built drawings") and surveys in its possession to assist the Consultant in determining the proper location of all improvements on existing sites. Consultant shall verify the accuracy of such information and as-built drawings by means of a thorough interior and exterior visual survey of the site conditions, including the roofs of buildings where work on roofs is to occur.
- 1.7 **Design Development Phase:**
- 1.7.1 Upon approval by the District of the services set forth in Paragraph 1.6 above, Consultant shall prepare design development documents consisting of site plans, floor plans, elevations, and any other documents and drawings sufficient to fix and describe the size and character of the Project's materials, quantities, categories of work, structural systems, mechanical systems, electrical systems, types and makeup of materials, and outline specifications.
- 1.7.2 Consultant shall prepare an updated estimate of probable construction costs, containing detail consistent with the design development documents and containing a breakdown based on types of materials and specifications identified in the design development documents.
- 1.7.3 Consultant shall prepare a timetable for completion of the Project.
- 1.7.4 Consultant shall use its best professional efforts to interpret applicable ADA requirements and California law to inform District of any inconsistencies between federal

and state accessibility regulations and of requirements which are subject to conflicting interpretations of law.

- 1.7.5 Consultant shall be required to attend meetings with the project team, consisting of the principal, District project manager, site committee, community and others as designated by the District to finalize design intent and desires of the District.
 - 1.7.6 Consultant may be required to attend meetings of the School Board, as required by District.
 - 1.7.7 Consultant shall provide a color schedule of all materials and selections of textures, finishes, and other matters requiring an aesthetic decision at this phase of the Project for District's review and approval.
- 1.8 **Construction Documents Phase:**
- 1.8.1 Upon approval by the District of the services set forth in Paragraph 1.7 above, Consultant shall prepare such complete working drawings and specifications as are necessary for obtaining complete bids and for efficient and thorough execution of the Work. The final working drawings and specifications shall set forth in detail the work to be done, materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical and electrical systems and utility service connection equipment and site work.
 - 1.8.2 District shall specify the final construction budget at the commencement of the construction documents phase. Should it become evident that the total construction cost will exceed the construction budget, Consultant shall at once present a statement in writing to District setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.
 - 1.8.3 Consultant shall recommend alternates to reasonably provide competitive bids and phasing plans to accommodate facilities occupied during the construction phase.
 - 1.8.4 Final working drawings and specifications must be in such a form as will enable Consultant and District to secure the required permits and approvals from the Division of the State Architect and for the District to obtain, by competitive bidding, a responsive and responsible bid. The final working drawings shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Consultant.
 - 1.8.5 District shall review, study and check final working drawings and specifications presented to it by Consultant. Consultant shall make all District-requested changes, additions, deletions, and corrections in the final working drawings and specifications so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval. Changes shall be made at no additional cost to District unless such changes are inconsistent with previous written direction provided by the District, as evidenced by written documentation from the District showing such inconsistency. Consultant shall bring any such conflicts and/or inconsistencies to the attention of the District by a writing to such effect.
 - 1.8.6 Consultant shall provide copies of final working drawings and specifications as required by federal, state, regional and local agencies concerned with the Project, including the State Department of Education and the Division of the State Architect.
 - 1.8.7 Consultant shall apply for and obtain required approvals from the Division of the State Architect and all other applicable governmental agencies, and shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities. Consultant shall cause drawings and specifications to conform to applicable requirements of law – local, regional, and state – and to the requirements of the State Department of Education and Division of the State Architect with regard to structural safety, earthquake safety, fire/life safety, and access compliance. Consultant shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval.
- 1.9 **Bid Phase:**

- 1.9.1 If so required by District, Consultant shall assist District in completion of construction bid documents, including, but not limited to, Advertisement for Bids, Information to Bidders, Bid Forms (including Alternate Bids as requested by District), Bonds, General Conditions, Special Conditions, form of Agreement, Disabled Veteran Business Enterprise preference forms, and/or affirmative action documents, if required, and any other documents reasonably required in order to obtain bids responsive to the specifications. All such documents shall be subject to the approval of the District. At the time of delivery of the completed construction documents, Consultant shall provide District with its final written itemized estimate of probable construction costs.
 - 1.9.2 Consultant shall provide one set of reproducible construction documents either to District or to the District's designated alternate location, or Consultant shall distribute plans and specifications and maintain bidders' list as directed by District. All reproduction for Consultant's own purposes, including but not limited to in-house reproduction, reproduction for engineering consultants, and computer drawing/plotting shall be at no additional cost to District.
 - 1.9.3 Consultant shall conduct no more than two (2) pre-bid walks with potential bidders.
 - 1.9.4 If the lowest responsive bid exceeds the final construction budget by more than ten percent (10%), District may request Consultant to amend the final drawings and specifications and conduct additional pre-bid walks, at no additional expense to District, to re-bid the Project so that bids are within ten percent (10%) of the final construction budget.
- 1.10 **Construction Phase:**
- 1.10.1 Observation of the work executed from the construction documents shall be in person by Consultant.
 - 1.10.2 Consultant shall provide general administration of the Project as detailed in the scope of services.
 - 1.10.3 The construction phase shall commence with the Notice to Proceed to the contractor, and will terminate upon written recommendation by Consultant for final payment on the prime contract, approval by the District that the Project is complete, and with filing of a Notice of Completion with the County Recorder.

2. SCOPE OF SERVICES:

- 2.1 District employs Consultant as an Architect pursuant to Government Code Section 53060 to perform the necessary professional services of this Agreement. Consultant represents that Consultant is fully licensed, qualified and willing to perform the services required by this Agreement, and that it has the special training, skill and expertise necessary to design, supervise the project development and provide contract administration for the construction of the Work. Consultant represents that it will at all times act with the District's best interest in mind. Consultant shall name a specific person who is fully licensed to practice as an architect in the State of California to be the designated Consultant's project manager, subject to the approval of the District. The designated architect shall maintain personal oversight of the project and act as principal contact for all parties involved in the Project. Any change in the designated architect shall be subject to the approval of the District.
- 2.2 Consultant shall have adequate personnel, facilities, equipment and supplies to complete the work of this Agreement.
- 2.3 Consultant shall engage all the appropriate architects, engineers, or other persons qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Consultant may delegate without relieving Consultant from administrative or other responsibility under this Agreement. Consultant shall be responsible for the coordination and cooperation of all parties engaged by the Consultant for the execution of the Work of this Agreement. Consultant shall notify District of the identity of all parties engaged for

the Project prior to the commencement of their work. Consultant shall fully coordinate all architects, engineers and other parties involved in completing the Work. The objective of this coordination is to provide a complete, comprehensive and workable design in which the work of Consultant and each of its subconsultants is properly interfaced and coordinated with regard to details and systems.

- 2.4 All engineers, architects and other parties engaged to provide services for this Agreement shall be required to show evidence of a policy of professional liability insurance, if commercially available, meeting the same requirements as those required of Consultant in this Agreement.
- 2.5 Consultant shall promptly obtain written District approval of assignment and/or reassignment or replacement of such architects, engineers or other parties engaged for the work of this Agreement or of other staff changes of key personnel working on the Project. Any changes in Consultant's Project representatives and staff for the Project shall be subject to the approval of the District.
- 2.6 All architects, engineers, draftspersons, clerical personnel and others engaged to perform services under this Agreement shall be retained by Consultant at Consultant's sole expense.
- 2.7 Consultant shall coordinate its work, if required, with the work of the District's separately contracted hazardous materials consultants. Such coordination shall not impose on Consultant any responsibility for the work of the hazardous materials consultant. Consultant shall, however, consider the work of the hazardous materials consultant in development of construction phasing, overall cost estimates, design scope, and product specifications.
- 2.8 Consultant shall provide District with a copy of all written communications and submittals to third parties regarding the Project.
- 2.9 **Construction of the Project:** Consultant shall provide general administration of the Construction Documents, including, but not limited to, the following: The Architect's responsibility to Provide Basic Services for the Construction Phase under this agreement commences with the award of the Contract for Construction and terminates at the earlier of the Issuance to the Owner of the Final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, unless extended under other terms of this agreement. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with the consent of the Contractor, which shall not be unreasonable withheld. The Architect shall be a representative and shall advise and consult with the Owner (1) during until the final payment to the contractor is due, and (2) as an Additional Service at the Direction from time to time during the correction period in the Contract for Construction. The Architect shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written agreement.
 - 2.9.1 Attend a pre-construction meeting with all interested parties.
 - 2.9.2 Conduct site visits as often as necessary and appropriate to the stage of construction, but at least one visit per week, to observe the contractor's work for conformance with the plans and specifications and to confirm work is progressing in accordance with the Construction Documents and contractor's schedule.
 - 2.9.3 Conduct site visits to communicate and observe the activities of the Project Inspector, who is mutually acceptable to Consultant and District, and employed by District. Consultant shall direct the Project Inspector and/or contractor and coordinate in the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to underground utility lines.
 - 2.9.4 Cause engineers and other parties engaged for the work to observe the work completed under their disciplines as required, and approve and review all test results for conformance with the original approved documents for their portion of the Work.
 - 2.9.5 Make regular reports as may be required by the applicable federal, state, regional or local agencies.
 - 2.9.6 Attend all construction meetings and provide written reports to the District, as requested, after each construction meeting to keep District informed of the progress of the work.

- Such meetings shall occur at a frequency necessary for the progress of the work, but no less than one meeting per week unless specifically directed otherwise by the District.
- 2.9.7 Make written reports as necessary to inform District of problems arising during construction, changes contemplated as a result of each such problem, and progress of the work.
 - 2.9.8 Keep records of construction progress and time schedules and advise contractor and District of any deviations from the time schedule, which could delay timely completion of the Project.
 - 2.9.9 Check and process, in a timely manner, all required material and test reports and report to the Division of the State Architect, the contractor and the District any deficiencies in material as reflected by those reports, with recommendation for correction of such deficiencies.
 - 2.9.10 Review and respond in a timely manner, but in no case in excess of ten (10) calendar days, to all schedules, submittals, shop drawings, samples, and other submissions of the contractor for compliance with design and specifications, and to ensure timely completion of the work.
 - 2.9.11 Review and respond to all Requests for Information (RFIs) in a timely manner, but in no case in excess of five (5) calendar days.
 - 2.9.12 Promptly reject, as confirmed with District, any work or materials, which do not conform to the Construction Documents and notify District in writing of such rejection.
 - 2.9.13 Consult with District with regard to substitution of materials, equipment, and laboratory reports thereof prior to the final approval of such substitutions by District in writing.
 - 2.9.14 Consultant shall prepare all documents and/or drawings made necessary by errors or omissions on the part of the Consultant or Consultant's subconsultants at no additional cost to District.
 - 2.9.15 Evaluate and notify District, in a timely manner and in writing, of any change requests, material change or changes, requested or necessary, in the plans and specifications of the Project. Written notification may be by way of providing District with a copy of such request. Consultant shall not order contractors to make any changes affecting contract price without approval by the District of a written change order request.
 - 2.9.16 Examine, verify and approve contractor's monthly application for payment and issue certificates for payment for work and materials approved by the Project Inspector which reflect Consultant's and District's recommendations as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for some other reason.
 - 2.9.17 Provide technical direction and interpret Contract Documents for Project Inspectors, conduct a review of the daily inspection reports submitted by Project Inspectors, and issue such recommendations to the District as the evaluation of the report data indicates necessary to insure that all work strictly complies with the requirements of the Contract Documents.
 - 2.9.18 Render prompt advice to District on claims, disputes, and other matters in question between the contractor and District relating to the execution or progress of the work or the interpretation of the Contract Documents.
 - 2.9.19 Analyze and advise the District as to acceptability of test reports, methods, materials, equipment and systems.
 - 2.9.20 In conjunction with District, determine date of completion.
- 2.10 **Construction Close-out:**
- 2.10.1 After being notified that the Project is nearing completion, Consultant shall prepare the punchlist(s), incorporating all comments from Project Inspector, principal, and District project manager. Consultant shall participate in the final review of the Project and review completion of punchlist items. Consultant shall notify contractor in writing, with copies to District, that all deficiencies and punchlist items must be corrected prior to acceptance of the Project and final payment.

- 2.10.2 Review materials assembled by contractor and deliver to District complete written warranties, guarantees, owner's manuals, instruction books, diagrams, record drawings ("as built") and any other materials required from the contractors in accordance with the Contract Documents.
- 2.10.3 Make further review necessary to issue Consultant's Notice of Completion and final certificate for payment.
- 2.10.4 Cause Consultant's subconsultants to file required documentation with governmental agencies necessary to close out Project.
- 2.10.5 Assist District in fulfilling requirements of authorities and funding agencies relative to disbursements made under the construction contract for the Project.
- 2.10.6 Procure permits and coordinate all regulatory authorities as necessary to procure approvals and assure compliance with applicable laws.
- 2.10.7 Prepare and submit such periodic reports as may be required, including but not limited to Form SSS-6A/E to the Department of General Services, Division of the State Architect.
- 2.10.8 Prepare and/or furnish all documents necessary for final approval and/or acceptance to the Division of the State Architect. Obtain final Division of State Architect certification of compliance with regulations and/or such other approval or certification as may be normal for the Project as contemplated by this Agreement, including requirements of the State of California, Department of Education, Office of Public School Construction, State Allocation Board, or any other governmental agency or lending authority having jurisdiction over the Project.
- 2.10.9 On approval by District, Consultant shall forward to District two sets of plans and specifications corrected to "as built" conditions by the Contractor and reviewed by the Consultant for accuracy. Consultant shall also deliver a computer file in TIFF format of the same document at a minimum 300 d.p.i. resolution. The Consultant shall also deliver two sets of the original DSA approved plans and specifications in original word processing and CAD file format. If Record drawings are required by the District, the plans and specifications shall be provided to the District in a computer file in a format designated by District. District shall be provided with a computer file in TIFF format containing the plans and specifications of the Consultant or other subconsultants on the Project.
- 2.10.10 Assist in the start-up, testing and placing in operation special equipment and systems.
- 2.11 **District Responsibilities**
 - 2.11.1 Make available to Consultant all necessary data and information concerning the purpose and requirements of the Project.
 - 2.11.2 Depending upon the scope of the Project, furnish Consultant with, or direct Consultant to procure at District expense, a survey of the Project site preparation by a registered civil engineer or surveyor and any other record documents which shall indicate existing structures, land features, improvements, sewer, gas, electrical and utility lines, topographical information and boundary dimensions of the site. District shall provide or direct Consultant to provide a soils investigation report and geological report, if required by law and by the scope of work.
 - 2.11.3 Appoint and pay, upon mutual agreement with Consultant, a Project Inspector as provided by state law. Said Project Inspector shall be qualified and approved by Consultant and the Division of the State Architect, shall be under the direction of Consultant, and shall be responsible to, and act in accordance with, the policies of District. Administration by Consultant shall be in addition to continuous inspection of Project Inspector.
 - 2.11.4 Assist in distribution of plans and specifications and conduct the opening of bids.
 - 2.11.5 Furnish surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known for the proper development of the required drawings and specifications and to determine soil condition.

- 2.11.6 Retain a testing service for materials and inspection as required by Title 21 of the California Code of Regulation.
- 2.11.7 Direct pay or reimburse the payment of all fees required by any reviewing or licensing agency.
- 2.11.8 Designate a representative to act as liaison between Consultant and District in administration of the Agreement and the Construction Documents.
- 2.11.9 Review all documents submitted by Consultant, including change orders and other matters requiring District's Governing Board approval. Advise Consultant of decisions pertaining to such documents within a reasonable time after submission.
- 2.11.10 Notify Consultant of any deficiencies in material or workmanship that become apparent during contractor's warranty period.
- 2.11.11 Furnish such legal advice and services as may be required in the opinion of the District to protect District's interest in Project.
- 2.11.12 Nothing in this Agreement nor any act or failure to act on the part of the District shall be construed as a waiver of a claim by District for any defects or deficiencies in the drawings and/or specifications, or of the construction supervision required of Consultant.
- 2.12 Consultant shall be paid by District on a monthly basis, based upon percentage of work completed as defined in fee breakdown included in Appendix B. In order to receive payment, Consultant shall present an invoice for approval by District's project manager or representative.
- 2.13 For all invoices or statements from Consultant for additional services or billings based on hourly fees, Consultant shall present an itemized detailed accounting for all hours incurred.
- 2.14 Consultant shall be liable for any damages and costs incurred by, and any claims against, District that result from Consultant's negligence in performance of this Agreement. Additionally, Consultant shall not be paid a fee for work required due to Consultant's negligence or the negligence of Consultant's subconsultants engaged to provide services under this Agreement. Consultant shall familiarize himself/herself with actual condition of the site and buildings by conducting a physical examination of the premises, including any roofs, crawlspaces or attics where work of the contract is scheduled to occur.

3. ADDITIONAL SERVICES:

For the purposes of this Agreement, "Additional Services" shall mean those services, which exceed the scope of Basic Services to accomplish the Scope of Work outlined above. Prior to rendering any such services, Consultant shall advise District if it believes the services constitute Additional Services, and shall proceed with such services only after written approval from District. Consultant shall be compensated for Additional Services at the quoted hourly rates set forth in Appendix D. The following services shall be considered extra services:

- 3.1 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Consultant's deficient performance.
- 3.2 Property surveys, engineering surveys and staking, to the extent not required by other provisions of this Agreement.
- 3.3 Preparing to serve or serving on behalf of the District as an expert witness in connection with any arbitration, administrative or other proceeding, or legal proceeding.
- 3.4 Services to verify accuracy of geotechnical reports.
- 3.5 Services related to the selection of moveable furniture and equipment.
- 3.6 Services caused by the delinquency, default or insolvency of the contractor or by major defects in the work of the contractor in the performance of the construction contract, provided that such services made necessary by the failure of Consultant to detect and report such matters shall not be compensated.
- 3.7 Observation of repairs of damages to structure.
- 3.8 Providing additional insurance coverage requested by District beyond that specified in this Agreement. Consultant shall comply with this request and insurance shall be provided at Consultant's cost.

All work required as a result of any failure on the part of Consultant to perform its obligations under this Agreement shall be performed by Consultant at no additional cost to District and shall not be deemed to be Additional Services

End of Appendix A

APPENDIX B

1. COMPENSATION AND PAYMENT:

- 1.1 As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid a Not To Exceed amount **fifty-four thousand, thirty-five dollars and no cents (\$54,035.00)**, including all reimbursables, based on billing rates outlined below. The total amount of the fee is \$54,035.00, which is a negotiated fee between the District and the Consultant. The total Consultant fee shall be increased only after both parties have entered into properly executed modifications to this Agreement.
- 1.2 A separate invoice shall be submitted for payment. Invoices should not be submitted in periods more frequent than monthly. The accumulated amount shall not exceed the percentage of completion of the services as estimated by the Consultant and approved by District. All invoices shall be accompanied by a District Form "Consultant Invoice and Status Report".

2. FEE SCHEDULE

2.1 Payments for services shall be made in accordance with a schedule of completion as follows:

Schematic Design Phase: Preliminary investigation and schematic design, including submittals	13%	\$7,024.55
Design Development Phase: Preparation of design development drawings based upon approved preliminary submittals	15%	\$8,105.25
Construction Documents Phase: Preparation of contract based upon approved design development submittals	45%	\$24,315.75
Bidding and Public Agency Approval Phase: Services during bid phase and agency approvals	5%	\$2,701.75
Construction Phase: Contract administration services during construction	17%	\$9,185.95
Closeout Phase: Services provided during construction closeout	5%	\$2,701.75
Total	100.00%	\$54,035.00

ADDITIONAL PROVISIONS

The Consultant shall, at no additional cost to District, make any changes in approved plans and specifications necessary to obtain a responsive and responsive bid, which is acceptable to, and within the cost standard established by District.

The Consultant shall not perform or receive payment for extra cost services of this contract without specific prior written approval of District.

Consultants shall be paid for additional services not originally contemplated by the parties to this Agreement follows, provided the additional services have received advance written approval by the District. Five percent (5%) of the cost of furnishing equipment or other articles incorporated in the Construction Documents by Consultant and not included in the cost of the Work. Special sub-consultants, prior approval of which is required, shall be paid at a multiple of 1.05 times the amount billed to Consultant for services, or the equivalent of a five percent (5%) markup.

End of Appendix B

ROUTING FORM

Calvin Simmons Middle
School Health Center

Check contract title: Professional Services Contract Amendment to PCS

This Form is NOT a Contract. Complete this form and a Contract. Forward these documents to the Program Manager who will approve the IFAS Requisition. See Professional Services Contract Instruction for further information.

Contractor Information					
Contractor Name	Michael Willis Architects			Contractor's Contact Person	Carlton Smith
Street Address	471 Ninth Street			Title	Project Manager
City	Oakland			Telephone	510-287-9710
State	CA	Zip Code	94607	Vendor Number	
Tax ID/Soc Sec #				OUSD Contract #	07001
Has Contractor been an OUSD contractor?			Has Contractor worked as an OUSD employee?		
If yes to either, list the name(s) and tax ID/social security number(s), if different.					

Term			
Date Work Will Begin	April 30, 2008	Date Work Will End By (not more than 5 years from start date)	April 30, 2009

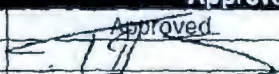
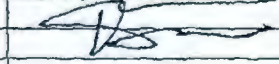
Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$54,035.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information																		
Funding Resources				Org Key #						Object			Amount					
				Site		Program		F	Unique									
2	1	2	2	2	0	5	9	9	0	1	8	1	1	6	2	1	5	\$54,035.00
																		\$

Name of Funding Source: General Obligation Bond-Measure B

Program Information - Indicate the Number of Persons to Benefit from Services				
Grade Level (s)	Students	Teachers	Parents	
Administrators	Others (Please Specify)			

OUSD Contract Originator Information			
Name of OUSD Contact	Tadashi Nakadegawa	Email	tadashi.nakadegawa@ousd.k12.ca.us
Telephone	510-879-2962	Fax	510-879-3673
Site/Dept. Name	Department of Facilities Planning and Management		

Approval and Routing			
	Approved	Denied	Date
Principal/Division Head			2/29/08
Program Manager			6/23/08
Contract Services			
CMAT Fiscal Advisors			
State Administrator			

Additional approvals may be needed if contract amount is greater than \$59,600

Legal Review Needed	Submitted to Legal by:	Legal Log #:	Returned to:
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Contract Office Use Only			
Dates of Clearance	Submitted by:	Email Address	
TB _____ Fingerprint _____ YTD \$ _____	Full Funding in Req. _____	Current Employee _____	Unit Member Work Conflict _____