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File ID Number	20-0857
Introduction Date	5-27-2020
Enactment Number	20-0829
Enactment Date	5/27/2020 os



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date May 27, 2020

Subject Amendment No. 6, Agreement for Achitectural Services - HKIT Architects - Glenview Elementary School New Construction Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 6, Agreement for Architectural Services between the District and HKIT Architects, Oakland CA, for the latter to provide additional construction administration services to include weekly meetings, related correspondence, project coordination, RFI responses and review of any remaining submittals, for the Glenview Elementary School New Construction Project, in an additional amount of \$67,280.00, which includes a \$11,600.00 contingency, increasing Agreement not to exceed amount from \$3,777,283.00 to \$3,844,563.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Discussion This Amendment is for a change to scope of work to include, additional construction administration services, weekly meetings, related correspondence, project coordination, RFI responses and review of any remaining submittals.

100.00%

LBP (Local business participation percentage)

Recommendation Approval by the Board of Education of Amendment No. 6, Agreement for Architectural Services between the District and HKIT Architects, Oakland CA, for the latter to provide additional construction administration services to include weekly meetings, related correspondence, project coordination, RFI responses and review of any remaining submittals, for the Glenview Elementary School New Construction Project, in an additional amount of \$67,280.00, which includes a \$11,600.00 contingency, increasing Agreement not to exceed amount from \$3,777,283.00 to \$3,844,563.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Fund 21, Measure J

Fiscal Impact

Attachments

- Amendment No. 6
- Scope of work
- Insurance Certificate

AMENDMENT NO. 6 TO AN ARCHITECTURAL AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **HKIT Architects**. OUSD entered into an agreement with CONTRACTOR for services on **February 26, 2014** ("Agreement"), and the parties agree to amend the Agreement for the **Glenview Elementary School New Construction Project** as follows and as in the attached Exhibit A:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: Additional construction administration services to include weekly meetings, related correspondence, project coordination, RFI responses and review of any remaining submittals.</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 _____, and the amended expiration date is _____.</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</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Increased by: <u>Sixty-Seven Thousand, Two Hundred Eighty Dollars no/100 (\$67,280.00 which includes a \$11,600.00 contingency)</u></p> <p style="text-align: center;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the contract price was: Three Million, Three Hundred Seventy Seven Thousand, Two Hundred Eighty Three Dollars no/100 (\$3,777,283.00), and after this amendment, the contract price will be: Three Million, Eight Hundred Forty-Four Thousand, Five Hundred Sixty-Three Dollars No/100 (\$3,844,563.00)</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)
01	8-12-2015	Term	\$0.00
02	5-10-2017	Compensation, Scope	\$85,000.00
03	9-28-2017	Term, compensation, scope	\$67,610.00
04	5-1-2018	Compensation, scope, & Term	\$480,490.00
05	1-8-2020	Term & Compensation	\$19,283.00

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

Amendment No.6 – HKIT Architects – Glenview Elementary School New Construction Project - \$67,280.00

OAKLAND UNIFIED SCHOOL DISTRICT

 _____	5/28/2020
Jody London, President, Board of Education	_____ Date

 _____	5/28/2020
Kyla Johnson-Trammell, Superintendent Secretary, Board of Education	_____ Date

_____	_____ Date
Tadashi Nakadegawa, Interim Deputy Chief Facilities, Planning and Management	

Approval as to form:

_____	_____ Date
_____ [name] General Counsel, Facilities, Planning and Management	

CONTRACTOR

 _____	4/23/2020
Contractor Signature	_____ Date

Dara Youngdale, Principal

Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: HKIT Architects

1. Detailed Description of Services to be Provided: Vendor to provide additional construction administration services, to include weekly meetings, related correspondence, project coordination RFI responses and review of any remaining submittals.

2. Specific Outcomes:

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2019

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

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

PRODUCER Dealey, Renton & Associates License # 0020739 P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510-465-3090 E-MAIL ADDRESS: nferrick@dealeyrenton.com		FAX (A/C, No): 510-452-2193													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Sentinel Insurance Co. LTD</td> <td>11000</td> </tr> <tr> <td>INSURER B : XL Speciality Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C : HARTFORD INSURANCE COMPANY</td> <td>38288</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel Insurance Co. LTD	11000	INSURER B : XL Speciality Insurance Company	37885	INSURER C : HARTFORD INSURANCE COMPANY	38288	INSURER D :		INSURER E :		INSURER F :
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INSURED HKIT Architects 538 Ninth Street, Suite 240 Oakland CA 94607	HKITARCHI															

COVERAGES

CERTIFICATE NUMBER: 1746156061

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBWL1922	8/28/2019	8/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57SBWL1922	8/28/2019	8/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	57SBWL1922	8/28/2019	8/28/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	57WEGPH5215	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			DPR9947740	8/28/2019	8/28/2020	\$3,000,000 \$5,000,000 per Claim Annual Aggregate

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

Ref: All work performed by or on behalf of the named insured. BUSINESS LIABILITY, NON-OWNED and HIRED AUTOMOBILE LIABILITY ADDITIONAL INSURED: The Certificate Holder* and any other person named in the written contract between the Named Insured and the Certificate Holder. The coverage afforded is pursuant to Section C., Who Is An Insured, Sub Section 6., Additional Insureds When Required By Written Contract, Written Agreement Or Permit, Subsection f. Any Other Party of the Business Liability Coverage Form, Form No. SS 00 08. *ADDITIONAL INSURED PER POLICY FORM WORDING: Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives. Primary insurance and severability of interests apply per policy form. A Waiver of Subrogation applies to Workers' Compensation. 30 Days Notice of Cancellation.

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

Oakland Unified School District
 Dept. of Facilities Planning
 955 High Street
 Oakland CA 94601

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

AUTHORIZED REPRESENTATIVE

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EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

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

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

f. Any Other Party

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

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

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

E.5. Separation of Insureds

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

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

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

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

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

EXCERPT FROM Hartford Form SS 04 38 09 09

HIRED AUTO AND NON-OWNED AUTO

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

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

February 19, 2020

EXHIBIT A

Mr. Jean-Luc Keita, Oakland Unified School District
Oakland Unified School District
955 High Street
Oakland, California 94601

Reference: OUSD Glenview Elementary School – Additional Construction Administration
Services
HKIT #10202

Dear Mr. Keita,

HKIT has an additional services agreement in place to provide CA services through December 31, 2019. As stated in our proposal dated February 5, 2018, *“Per the contractor team, the project is scheduled to be complete in December 2019 barring any major unforeseen delay. It should be noted that our proposed services extend through December 2019 ONLY.”*

As you are aware, the project timeline has now been extended and the current expectation is that the construction work will be complete in mid to late April 2020. This extension is requiring additional field time and CA work for our staff and we are requesting an addition to our CA contract to cover our services.

CONSTRUCTION ADMINISTRATION SERVICES – ON-GOING CA SERVICES

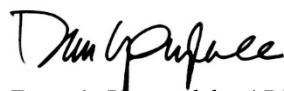
HKIT will provide continued CA support services beginning in January 2020 through April 2020. These services will include weekly meetings, related correspondence, project coordination, RFI responses and review of any remaining submittals. We are estimating our services at 24 hours/week on average for a duration of 16 weeks. We propose working on a lump sum basis of Fifty- Five Thousand Six Hundred Eighty and 00/100 Dollars (\$55,680) as outlined below.

Proposed Architectural CA Services - January 2020 – April 2020

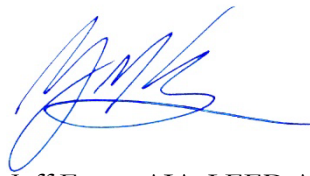
Estimated 16 weeks x 24 hrs/week =	384 hours
384 hours x \$145/avg. =	<u>\$55,680</u>
Total CA Additional Service	\$55,680

Should you have questions or comments please do not hesitate to call. We look forward to project completion.

Very truly yours,
HKIT ARCHITECTS



Dara A. Youngdale, AIA, LEED AP
Principal



Jeff Evans, AIA, LEED AP BD&C
Principal

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Glenview Elementary School New Construction Project	Site	119
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Basic Directions

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

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

Contractor Name	HKIT Architects	Agency's Contact	Jeff Evans		
OUSD Vendor ID #	001995	Title	Project Director		
Street Address	538 9 th Street, Suite 240	City	Oakland	State	CA Zip 94607
Telephone	510-625-9460	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	13124				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	2-26-2014	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2020
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 67,280.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9570	Fund 21 Measure J	210-9560-0-9570-8500-6215-119-9180-9905-9999-99999	6215	\$67,280.00

Approval and Routing (in order of approval steps)

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

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Acting Director, Facilities Planning & Management				
	Signature	Date Approved			
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved			
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved			
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			