

Board Office Use: Legislative File Info.	
File ID Number	19-0778
Introduction Date	5-8-2019
Enactment Number	19-0617
Enactment Date	5/8/19 lf



Memo

To Board of Education
From  Kyle Johnson-Trammell, Superintendent
 Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date 5-8-2019
Subject Amendment No. 1 to AN AGREEMENT FOR ARCHITECTURAL SERVICES
 Contractor: Byrens Kim Design Works
 Services For: Ralph Bunche High School CTE Kitchen Project

Action Requested and Recommendation Approval by the Board of Education of Amendment No. 1 to AN AGREEMENT FOR ARCHITECTURAL SERVICES _____ between Oakland Unified School District and Byrens Kim Design Works, Oakland, CA _____, for the latter to

Byrens Kim Design will provide architectural support and coordination for a new modular building; also structural foundation design and below-flow/above-roof plumbing design and supplemental surveys. To extend additional time as well.

for the period of 8-23-2018 through 12-31-2019 in an amount not to exceed 195,049.

Prior Contract The Agreement was previously approved by the Board on 8-23-2018 (Enactment No. 18-1702).

Modification This amendment modifies the scope of work, term and compensation. All other provisions remain the same.

Competitively Bid Was this contract competitively bid? Yes

If no, exception:

Fiscal Impact Funding resource(s): Fund 25

Attachments

- Contract Amendment
- Copy of original contract and all prior amendments (if any)

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AMENDMENT NO. 1 TO
AN AGREEMENT FOR ARCHITECTURAL SERVICES

This Amendment amends AN AGREEMENT FOR ARCHITECTURAL SERVICES between Oakland Unified School District (OUSD) and Byrens Kim Design Works (Contractor) entered into on 8-22-2018 (OUSD Enactment No. 18-1402). The parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. The scope of work has changed.
If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 Revised scope of work attached. OR CONTRACTOR agrees to provide the following amended services:
 Byrens Kim Design will provide architectural support and coordination for a new modular building; also structural foundation design and below-flow/above-roof plumbing design and supplemental surveys. TO extend additional time as well.

2. **Term (duration):** The term of the contract is unchanged. The term of the contract has changed.
If the term has changed: The contract term began on 8-23-2018 and expires on 8-23-2019. The parties agree to extend the contract through 12-31-2019.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation has changed: The contract price is amended by
 Increase of \$ 47,319 to original contract amount.
 Decrease of \$ _____ to original contract amount.
 The new contract total is One hundred ninety-five thousand, forty-nine Dollars (195,049)

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.	OUSD Enactment No.	General Description of Reason for Amendment	Amount of Increase (Decrease)
		term of the contract.	\$
		scope of work and compensation.	\$
			\$

- 6. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- 7. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 5/9/19
 _____ Date
 President, Board of Education
 Superintendent
 Chief or Deputy Chief

[Signature] 5/9/19
 _____ Date
 Secretary, Board of Education

CONTRACTOR

[Signature] 4/12/19
 _____ Date
 Contractor Signature
Dong E Kim, President
 Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

OUSD Internal Routing			
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.			
	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			
2. Resource Manager (if restricted funds)	<i>[Signature]</i>		4/15/19
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief	<i>[Signature]</i> ← Tim White		4/15/19
5. Legal (if increase takes contract above \$90,200)			
6. Superintendent, Board of Education	Signature on the legal contract		

Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)

Please select:

Action Item included in Board Approved SPSA (no additional documentation required)—Item Number: _____

Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

- a. Relevant page of SPSA with action item highlighted. Page must include header with the word “Modified”, modification date, school site name, both principal and school site council chair initials and date.
- b. Meeting announcement for meeting in which the SPSA modification was approved.
- c. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- d. Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Byrens Kim Design will provide architectural support and coordination for a new modular building; also structural foundation design and below-flow/above-roof plumbing design and supplemental surveys. TO extend additional time as well.

March 5, 2019

John F. Howell, Sr. Construction Manager
 Oakland Unified School District
 Facilities Planning and Management
 955 High Street, Oakland, CA 94601

RE: **Proposed Amendment 1 for CTE Culinary Kitchen Modular Building Project at Ralph Bunche Academy**

Dear Mr. Howell:

Thank you for the opportunity to provide this proposal for additional Architectural/Engineering services for the CTE Culinary Kitchen Modular Building Project at Ralph Bunche Academy. Based on our correspondences, I understand that the District is requesting a proposal to provide structural foundation design and below-floor/above-roof plumbing design for the project. In addition, we are requesting compensation for supplemental surveys that you had requested for us to pay for.

We request that our contract is adjusted by **\$47,319** as broken down below:

Approved Contract:	\$147,730
Proposed Structural and Plumbing Design	
Structural	\$17,500
Plumbing	\$7,500
Subtotal	\$25,000
Proposed Supplemental Survey	
SANDIS for additional survey	\$20,290
10% Mark-up	\$2,029
Subtotal	\$22,319

Cordially,



Dong E Kim, AIA, LEED AP
 Principal
 Byrens Kim Design Works

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.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$500,000	Each Employee

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

- A. 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 any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.



Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

1. To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work must change.
4. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<ul style="list-style-type: none"> • Contract amendment packet including Board Memo and Amendment Form • Board approved copy of the original contract and any prior Amendments.
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Contractor Information

Contractor Name	Byrens Kim Design Works	Contractor's Contact	Dong Kim		
OUSD Vendor ID #	002281	Title	Principal		
Street Address	681 4th Street	City, State	Oakland, CA	Zip Code	94607
Telephone	510-452-3224	Email (required)			

Compensation and Terms

Current Contract Amount	\$147,730.00	OUSD Vendor ID #	002281	Start Date of Original Contract	8-23-2018
Amount of Increase	47,319	Original PO #		Current Term End Date	8-23-2019
Amount of Decrease		New Requisition #		New Term End Date*	12-31-2019
New Total Contract Amount	195,049	% Change		*Must be no more than five years from the start date	

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 No.	Budget Number	Resource Name	Amount
	250-0000-0-9738-8500-6215-309-9180-9999-99999	0000 9738	\$ 47,319.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Contract History

	OUSD Enactment #	Exact Name of Contract	Contract Amount
Agreement	18-1402	Ralph Bunche CTE Kitchen	\$147,730.00
Amend #	OUSD Enactment #	General Description of Reason for Amendment	Revised Contract Amount

OUSD Contract Originator Information

Name of OUSD Contact	Tadashi Nakadegawa	Email	tadashi.nakadegawa	@ousd.org
Site/Dept. Name	Department of Facilities Planning and Management	Site #	918	Phone 510-535-7038

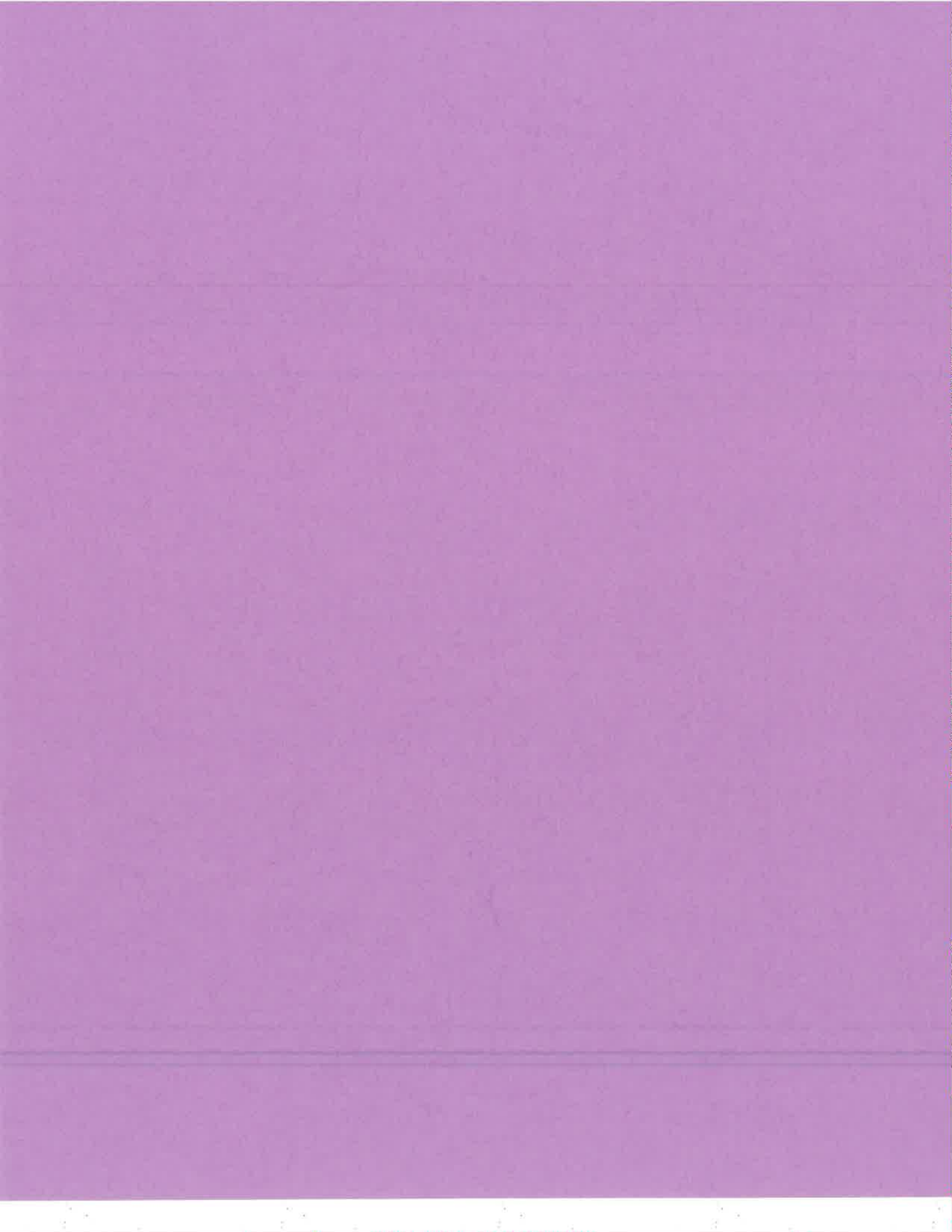
Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			
2. Resource Manager (if restricted funds)			4/15/19
3. Network Superintendent/Executive Director			4/15/19
4. Chief/Deputy Chief			
5. Legal (if increase takes contract above \$90,200)			
6. Superintendent, Board of Education	Signature on the legal contract		

Procurement-Date Received: _____

THIS FORM IS NOT A CONTRACT



Board Office Use: Legislative File Info.	
File ID Number	18-1702
Introduction Date	8-22-2018
Enactment Number	18-1402
Enactment Date	8/22/18 os



OAKLAND UNIFIED
SCHOOL DISTRICT

Commitment to Students • Empowering Educators

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date August 22, 2018

Subject Agreement for Architectural Services - Byrens Kim Design Works - Ralph Bunche High School CTE Kitchen Project

Action Requested Approval by the Board of Education of an Agreement for Architectural Services between the District and Byrens Kim Design Works, Oakland CA, for the latter to provide architectural support and coordination for a new modular building; electrical engineer site infrastructure design, fire intrusion alarm and data infrastructure; civil and engineering design, in conjunction with the Ralph Bunche High School CTE Kitchen Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing August 23, 2018 and concluding no later than August 23, 2019, in an amount not-to exceed \$147,730.00.

Discussion Services are needed to update existing kitchen space into a CTE classroom for culinary program.

LBP (Local Business Participation Percentage) 95.0%

Recommendation Approval by the Board of Education of an Agreement for Architectural Services between the District and Byrens Kim Design Works, Oakland CA, for the latter to provide architectural support and coordination for a new modular building; electrical engineer site infrastructure design, fire intrusion alarm and data infrastructure; civil and engineering design, in conjunction with the Ralph Bunche High School CTE Kitchen Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing August 23, 2018 and concluding no later than August 23, 2019, in an amount not-to exceed \$147,730.00.

Fiscal Impact Fund 21, Measure J

Attachments

- Agreement Architectural Services including scope of work
- Certificate of Insurance
- Consultant Proposal



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. _____

Department: Facilities Planning and Management

Vendor Name: Byrens Kim Design Works

Project Name: Ralph Bunche CTE Kitchen Project **Project No.:** 17114

Contract Term: Intended Start: 8/23/2018 Intended End: 8/23/2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$147,730.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

RFQ went out for vendor selection

Summarize the services this Vendor will be providing.

Byrens Kim Design will provide architectural support and coordination for a new modular building. They will also provide plumbing point of connection, electrical engineer site infrastructure design, fire/intrusion alarm and data infrastructure and also civil engineering design which includes site utilities (fire water, domestic water, sanitary water). Will also submit required DSA, Oakland Fire Department and Alameda County Environmental Health Department reviews.

An Owner's contingency of \$13,430 (10%) has been added.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3) **Not Applicable - no exception - Project was competitively bid**



Community Schools,
Thriving Students

LBU EVALUATION FOR OUSD VARIOUS PROJECTS ARCHITECTURAL SERVICES UNDER \$5 MILLION

RFP NO. 13158

March 2015

FIRM/TEAM	LBE/SLBE/SLRBE Firms Names	RESPONSIVE Y/N	PERCENTAGE	Preference Points	NOTES
Byrens Kim Design Works		Y	95.0%	5pt	
	Byrens Kim Design Works	SLRBE	45.0%		
	Urban Design	LBE	5.0%		
	PGA Design	LBE	3.0%		
	Integral Group	LBE	30.0%		Oakland as a LBE (Certification #5628). On bid proposal, firm was listed as a SLBE
	Kam Yan & Associates	SLBE	12.0%		
Cody Anderson Wasney Architects, Inc.		Y	82.0%	4pt	
	Cody Anderson Wasney Architects, Inc.	LBE	27.0%		
	YEI Engineers, Inc.	SLBE	25.0%		
	Integral Group	LBE	10.0%		
	Hyphae Design Labatory	SLBE	10.0%		
	KPW Structural Engineers	SLBE	10.0%		
Dougherty & Dougherty		Y	95.0%	2pt	
	Dougherty & Dougherty	LBE	70.0%		
	KPW Structural Engineers	SLBE	8.0%		
	YEI Engineers, Inc.	SLBE	17.0%		
dsk architects		Y	60.0%	3pt	
	R.P. Gallagher Associates, Inc.	SLBE	25.0%		
	Zeiger Engineers, Inc.	SLBE	15.0%		
	Integral Group	LBE	20.0%		
Hibser Yamauchi Architects, Inc.		Y	98.0%	4pt	
	Hibser Yamauchi Architects	LBE	50.0%		
	Calichi Design Group, LLC	SLBE	7.0%		
	Kam Yan & Associates	SLBE	15.0%		
	Integral Design Group	LBE	20.0%		
	PGAdesign	SLBE	6.0%		

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Agreement for Architectural Services
BY AND BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND

Byrens Kim Design Works

This Agreement for Architectural Services is made as of the **20th day of July, 2018**, between the **Oakland Unified School District**, a California public school district ("District"), and **Byrens Kim Design Works** ("Architect") (individually a "Party" and collectively the "Parties"), for the following project ("Project"):

**Ralph Bunche High School CTE Kitchen Project, located at 1240 18th Street,
Oakland, CA 94607.**

WITNESSETH, that for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Definitions

- 1.1. In addition to the definitions above, the following definitions for words and phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect**: The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect.
 - 1.1.3. **As-Built Drawings ("As-Builts")**: Any document prepared and submitted by District's contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders.
 - 1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that DSA has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.
 - 1.1.6. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
 - 1.1.7. **District**: The Oakland Unified School District.
 - 1.1.8. **DSA**: The Division of the State Architect.
 - 1.1.9. **Project Budget**: The total amount indicated by the District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs.
 - 1.1.10. **Record Drawings**: A final set of drawings prepared by the Architect based upon

marked-up prints, drawings, and other data furnished to Architect by Contractor that incorporates all changes from all As-Builts, sketches, details, and clarifications.

1.1.11. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

1.1.12. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

2.1. Architect shall provide the Services as described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed or authorization from District to perform Services requested hereunder.

2.2. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.

2.3. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Completion of Services

2.4. The Architect shall commence Services on, **August 23, 2018**, under this Agreement upon receipt of a Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the time as specified in the notice, if any. **Upon issuance of Notice to Proceed and/or Board Approval and concluding no later than August 23, 2019.**

Article 3. Compensation and Value of Agreement

3.1. District shall pay Architect for all Services contracted for under this Agreement on a time and materials basis. The total compensation paid Architect pursuant to this Agreement may not exceed **One hundred forty-seven thousand, seven hundred thirty No/100 (\$147,730.00).**

3.2. Architect shall notify District if District requested services or reimbursables will exceed the NA Dollars (\$ 0.00) limit of this Agreement. If any work is performed by Architect without the prior written authorization of District, District shall not be obligated to pay for such work. The Parties may, by written agreement, increase the monetary limit of this Agreement.

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

3.4. **Expenses.** District shall not be liable to Architect for any costs or expenses paid or incurred by Architect in performing Services for District.

Article 4. Ownership of Data

- 4.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, Record Drawings, specifications, and estimates that the Architect or its consultants, prepares or causes to be prepared pursuant to this Agreement.
- 4.2. The Architect retains all rights to all copyrights, designs, and other intellectual property embodied in the plans, Record Drawings, specifications, estimates, and other documents that the Architect or its consultants prepares or causes to be prepared pursuant to this Agreement.
- 4.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, a "thumb" drive and/or compact disc with these documents that is compatible with AutoCAD. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 4.4. In order to document exactly what CADD information was given to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the Architect or Consultant(s) subsequent to it being given to the District.
- 4.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") in electronic format (Microsoft Word) which the District shall have the right to utilize in any way permitted by statute:
 - 4.5.1. One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 4.5.2. One set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 4.5.3. One set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical, and electrical), roof plan, sections, and exterior elevations of the Project.
 - 4.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data, and reports prepared by the Architect under this Agreement.
- 4.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge and participation, the District agrees to release Architect of responsibility for such changes, and shall indemnify, defend, and hold the Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, or economic losses,

arising out of that change or use except to the extent the Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect's consultants.

Article 5. Termination of Contract

- 5.1. If Architect fails to perform Architect's duties to the satisfaction of the District and as required by this Agreement, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions that caused the District to terminate this Agreement. The District may, at its discretion, provide the Architect time to cure its default or breach.
- 5.2. District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.
- 5.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 5.4. The Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective after receipt of written notice from Architect to the District. Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination.
- 5.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay the Architect only the costs associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 5.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, the Architect may terminate this Agreement by giving written notice.

Article 6. Indemnity/Architect Liability

- 6.1. To the furthest extent permitted by California law, Architect shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including personal injury and/or death ("Claim(s)"), to

the extent that the Claim(s) arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents, directly or indirectly, arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.

Article 7. Mandatory Mediation for Claims

- 7.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("Mediation"). The Parties' expectations are that if the Claim is made by a third party (e.g., a contractor), that the third party will be a participant in that Mediation. The Parties agree that any statute of limitations applicable to any Claim shall be tolled for the period from the date a Party requests Mediation through the tenth (10th) day after termination of the Mediation, unless otherwise agreed to by the Parties.
- 7.2. Except as set forth below, the Parties agree to refrain from filing, maintaining, or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.
- 7.3. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with such rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, or any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.
- 7.4. The Parties shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the Parties are unable to agree upon a mediator, then the mediator shall be appointed by JAMS/Endispute.
- 7.5. The Mediation shall take place at a location within twenty (20) miles of the District's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the Parties, but, unless otherwise agreed to in writing, each Party shall bear its own attorney's fees.
- 7.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.
- 7.7. This mandatory mediation process shall only apply to Claims pursuant to the Architect Indemnity provision herein and shall not apply to any disputes to be resolved pursuant to the Alternative Dispute Resolution provisions herein.

Article 8. Fingerprinting

Pursuant to Education Code section 45125.2, District has determined on the basis of scope of Services in this Agreement of this Project, that Architect, Consultants, and their employees will have only limited contact with pupils at most. Architect shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to

determine that contact will be more than limited as defined by Education Code section 45125.1(d).

Article 9. Responsibilities of the District

- 9.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 9.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 9.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.
- 9.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and desirable for the coordination or management of work related to the Project.
- 9.5. The District shall provide to the Architect all relevant information it knows it possesses regarding the Project that the Architect needs to perform its Services. The District shall provide this information and its decisions required under this Agreement in a timely manner and to avoid unreasonable delay in the Project.

Article 10. Liability of District

- 10.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.
- 10.2. 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 Architect, or by its employees, even though such equipment may be furnished or loaned to Architect by District.

Article 11. Nondiscrimination

- 11.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,

gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of such person.

- 11.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 12. Insurance

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

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

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

- 12.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Architect's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	\$ 1,000,000 \$ 2,000,000
Each Occurrence	
General Aggregate	
Automobile Liability Insurance - Any Auto	\$ 1,000,000 \$ 2,000,000
Each Occurrence	
General Aggregate	
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

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

- 12.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 12.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 12.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Architect's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 12.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 12.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Article 13. Covenant Against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration, or to recover, the full amount of such compensation, fee, commission, percentage fee, gift, or contingency.

Article 14. Entire Agreement/Modification

This Agreement, including the Exhibits incorporated by reference into this Agreement, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 15. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate, or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation, or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate, or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation, or sublease without Architect's prior written consent shall be considered null and void.

Article 16. Law/Venue

- 16.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 16.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

Article 17. Alternative Dispute Resolution

17.1. Architect's Invoices

- 17.1.1. If the District disapproves of any portion or amount(s) of the Architect's Invoices, the District shall within thirty (30) days of receipt by the District of any of the Architect's invoices, communicate to the Architect in writing, with reasonable detail, what portion or amount of the Architect's invoices that are disapproved for payment, what portion or amount of the Architect's invoices that are approved for payment, and the basis for the District's disapproval of the disputed portion(s) or amount(s) of the Architect's invoices ("Disputed Architect Invoice Detail").
 - 17.1.2. If the Architect disagrees with the Disputed Architect Invoice Detail, the Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to any such disapproved portion or amount of the Architect invoices and the Disputed Architect Invoice Detail to determine if the dispute can be resolved. Such meet and confer communications shall include, but are not limited to, face-to-face meetings within thirty (30) days of the Architect's notice to the District with the appropriate District and Architect personnel as appropriate and necessary.
 - 17.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a dispute as indicated herein.
- 17.2. Disputes between the parties arising out of this Agreement shall be resolved by the following processes:
- 17.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any controversy or dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for any Disputed Architect Invoice Detail shall satisfy this negotiation requirement.
 - 17.2.2. **Mediation.** Within thirty (30) days, but no earlier than fifteen (15) days, following the earlier of receipt of notice by one party by the other party of a demand for mediation, the parties shall submit the dispute to non-binding mediation administered by the AAA (or other agreed upon rules) under its construction industry mediation rules, unless waived by mutual stipulation of both parties.
 - 17.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this Agreement is located.
- 17.3. Architect shall neither rescind nor stop the progress of its work pending the outcome of any dispute under this Agreement.

Article 18. Severability

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Article 19. Employment Status

- 19.1. Architect shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 19.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical, or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave, or other leave, with or without pay, or for other benefits which accrue to a District employee.
- 19.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 19.4. Should a relevant taxing authority determine a liability for past services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 19.5. A determination of employment status pursuant to the preceding paragraphs of this Article shall be solely for the purposes of the particular tax in question and, for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.
- 19.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 20. Warranty and Certification of Architect

- 20.1. Architect warrants and certifies that the Architect is properly certified and licensed under the

laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.

- 20.2. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 20.3. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation may be One Thousand Dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws.

Article 21. Cost Disclosure - Documents And Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over Five Thousand Dollars (\$5,000).

Article 22. Notices & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Oakland Unified School District
955 High Street
Oakland, CA 94601
Attn: Tadashi Nakadegawa
(510)-535-7038

Architect:

Byrens Kim Design Works
681 4th Street
Oakland, CA 94607
Attn: Dong Kim
(510) -452-3224

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

Article 23. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBEs") of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Architect, before it executes this Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract, and documentation demonstrating the Architect's good faith efforts to meet these goals.

Article 24. District's Right to Audit

- 24.1. District retains the right to review and audit, and the reasonable right of access to Architect's

and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of the Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 24.2. The District's Right includes the right to examine any and all books, records, documents, and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with all requirements of this Agreement.
- 24.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred or anticipated to be incurred.
- 24.4. The Architect shall maintain complete and accurate records for a minimum of seven (7) years and in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit all Project related accounting records and documents and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.
- 24.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 24.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 25. Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE). Architect shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.

Article 26. Other Provisions

- 26.1. Neither the District's review of, approval of, nor payment for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District.
- 26.2. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

- 26.3. The Architect acknowledges that the District is a public agency that is subject to heightened curiosity by the news media and the public and that the Architect may not be apprised of all facts surrounding the Project that Architect is working on. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Architect shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Architect receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.
- 26.4. **Exhibit "A"** and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

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



Tadashi Nakadegawa
Director, Facilities Planning and Management

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 8/23/18

Aimee Eng, President, Board of Education Date

Kyla Johnson-Trammell 8/23/18

Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education Date

Timothy White _____
Timothy White, Deputy Chief, Date
Facilities Planning and Management

ARCHITECT

Dong E Kim 7/27/18

By: Dong E Kim Date
Its: President

APPROVED AS TO FORM:

Cheri Redoni 8/13/18

OUSD Facilities Legal Counsel Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither **Byrens Kim Design Works** nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Architect or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this Instrument has been duly executed by the Principal of the above named Architect on the 27th day of July 2018 for the purposes of submission of this Agreement.


By: 
Signature
Dong E Kim
Typed or Printed Name
President
Title

EXHIBIT "A"
SCOPE OF SERVICES

Architect's entire Proposal as described is part of this Agreement.

See attached Proposal.

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March 14, 2018

John F. Howell, Sr. Construction Manager
Oakland Unified School District
Facilities Planning and Management
955 High Street
Oakland, CA 94601

RE: Proposal for the CTE Culinary Kitchen
Modular Building Project at Ralph Bunche Academy

Dear Mr. Howell:

Thank you for the opportunity to provide this proposal for Architectural/Engineering services for the CTE Culinary Kitchen Modular Building Project at Ralph Bunche Academy. Based on our correspondences, I understand that the District is requesting a proposal to provide design, construction documents and construction administration services for the kitchen and multi-use room modular building project.

We understand the following considerations:

- The new modular building (kitchen, multi-use room, staff and custodial storage, and landing/stairs/ramp) is designed, manufactured and installed by Kitchens-To-Go using DSA pre-checked (PC) modular system; and is complete with kitchen equipment (which also incorporates select kitchen equipment provided by the school), power and lighting system, HVAC system, plumbing system and fire sprinkler system; which are all mounted and anchored as required per code.
- Providing architectural support and coordination for a new modular building. (Refer to Architect's Project Budget Worksheet)
- Providing plumbing point of connection design to support the new modular building, which includes: extension of new gas piping to point of connection to meet gas demand; connection of cold water and waste lines with grease interceptor to exterior of modular building and coordination with civil engineer for demand; and pick up waste line for the fire sprinkler test station.
- Providing electrical engineering site infrastructure design to support the new modular building.
- Providing fire alarm, intrusion alarm and data infrastructure design for the new modular building.
- Providing a trash enclosure design approximately 6 feet wide by 3 feet deep.

- Providing civil engineering design, which includes: site utilities (fire water, domestic water, sanitary sewer) for the new modular building, grading and drainage, trash enclosure pad, parking lot renovation and fence and gate renovation.
- Submitting for Division of State Architect (DSA), Oakland Fire Department and Alameda County Environmental Health Department reviews. Excluding application fees, which shall be furnished by OUSD.
- Excluding the design for new or renovation of existing staff restroom/changing room, student restrooms, staff breakroom, and custodian room, assuming that these existing facilities are currently available on campus, in code compliance and are ADA accessible to and from the new modular building.

Based on the information provided by the district, we propose the following design fees to complete the task.

Discipline	PROPOSED FEE
Architect	\$63,000
Electrical and Fire Alarm	\$16,000
Plumbing	\$8,000
Civil Engineer	\$47,300
TOTAL	\$134,300

Attached is the proposal from the Civil Engineer. We understand that the district is considering excluding the Civil Engineering from our scope.

We thank you for the opportunity to submit this proposal and look forward to continue providing value-added service to the District. Our experience in various OUSD as well as other commercial kitchen experience will best serve your needs.

Cordially,



Dong E Kim, AIA, LEED AP
 Principal
 Byrens Kim Design Works

ARCHITECT'S PROJECT BUDGET WORKSHEET

Project OUSD Bunche CTE Academy Kitchen Design
 Client Oakland Unified School District
 Project Address Oakland, CA

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

PHASE OF SERVICE		HOURS
Project Management, Coordination, Design Development	Program and Scope Development	16
	Site and Record Document Review	16
	Coordination w/ Soils Engineer and Surveyor	6
	Meetings and Coordination with OUSD, Nutritional Services, CTE	24
	Coordination with Kitchen To Go and PC Drawings	40
	Coordination with Subconsultants	48
Construction Documents	Drawings	80
	Specifications	40
Agency Review	DSA	40
	Alameda Health Department	24
	Oakland Fire Department	16
	EBMUD (Fire Water, Water Supply)	24
	PG&E (Gas, Electric)	16
	Waste Management (Trash Enclosure)	8
Construction Administration and Closeout	Submittals and RFI's	24
	Meetings (4months)	48
	Closeout Review	32
	AsBuilt	16
Total		518



February 27, 2018
Byrens Kim Design Works
Attn: Ivan Fernando, Senior Architect
681 4th Street
Oakland, CA 94607

Email: Ivanf@byrenskim.com
Phone: 510-452-3224

Re: Proposal for Professional Services on the OUSD Ralph Bunche Academy, CTE Kitchen Modular Project, Oakland, CA

Dear Mr. Fernando,

Thank you for inviting Urban Design Consulting Engineers to submit our Civil Engineering proposal for the project. We are excited about working with you and to help make this project a success! Urban Design Consulting Engineers brings specific and relevant experience from throughout the City of Oakland and the San Francisco Bay Area to the benefit of this project.

At the core, we are an urban Civil Engineering design firm focused on complex, urban engineering issues. Our registered Civil Engineers have decades of experience designing the most challenging solutions. We also bring additional controls at the most influential points of the project by providing the attention of our full-time in-house licensed contractor for Quality Control and Construction Administration. We couple experience, modern work flows, with optimized controls at the most costly parts of the project to help the project succeed efficiently.

For the subject project, we propose the attached Scope of Work detailing the scope, schedule, and budget. If you would like, we are happy to customize the Scope of Work with you further.

Please contact us if you have any questions. If you are in agreement with the Scope of Work and would like to proceed with the project, please use it as an attachment to the agreement.

We look forward to helping make this project a success with you!

Sincerely,
Urban Design Consulting Engineers

A handwritten signature in black ink, appearing to read 'Jason J. Ling', written over a white background.

Jason J. Ling, PE, PMP, QSD, Principal

Attachments:
Civil Engineering Scope of Work, 02/27/2018
Exhibit 1 UDCE Limit of Work, 2/27/2018
Fee Schedule 2018

Bunche Academy Kitchen Project, Oakland, CA

SCOPE OF WORK

Limit of Work:

- As delineated in the attached Exhibit 1 "UDCE Limit of Work Exhibit, 2/27/2018"

Design Elements:

- Sanitary Sewer Service Lateral(s) with connection to Grease Trap (Grease Trap by others)
- Storm Drainage Service Lateral(s)
- Water Service Lateral(s) (Domestic and Fire)
- Gas Service to existing meter enclosure
- Request Hydrant Pressure and Flow Data from East Bay Municipal Utility District
- Site Grading and Site Drainage at ground level, but not above structures
- Curb, Sidewalk, Driveway modifications along 19th Street (including separate Plans for submission of the City of Oakland Px Permit)
- Trash Enclosure pad, fencing and sewer connection (Roof by others)
- Chain Link fencing and gates
- Parking Lot Striping
- Show dry utility vault locations to create a cohesive fit with proposed Civil Engineering items.
- Pavement sections will be shown in accordance to the Geotechnical Report recommendations.
- Erosion and Sediment Control Plan

Phases:

- As shown in the Basic Services

Standards and Deliverables:

Work will be performed using the following standards unless otherwise requested in advance

- AutoCAD Civil 3D, using National CAD Standard, current editions
- Plans will be in PDF 34" x 22" size

Basic Services

1. Design Development / 65% Construction Documents
 - 1.1. Review Client provided Field Survey and advise on any supplemental survey needs
 - 1.2. Prepare Plans listed in Item 2.1 below.
2. Construction Documents (100%, stamped and signed) / DSA Set
 - 2.1. Prepare Plans
 - Existing Condition Plan
 - Demolition Plan
 - Site Plan
 - Grading Plan
 - Utility Plan
 - Utility Profiles
 - Construction Details
 - Erosion Control (basic) Plan
 - Specifications
3. Bidding and Permitting
 - 3.1. Attend Pre-bid meeting
 - 3.2. Issue Addenda
 - 3.3. Perform bid review
 - 3.4. Assistance with Permit Agency requests for information

- 4. Construction Administration
 - 4.1. Attend pre-construction meeting
 - 4.2. Maintain one Annotated Set of plans and specifications for the Civil Engineering portion of work.
 - 4.3. Review submittals, respond to RFI's, issue instructional bulletins.
 - 4.4. Attend up to (5) five meetings.
 - 4.5. Attend punch list walkthrough.
 - 4.6. Review contractor red-lines.
 - 4.7. Project Close Out

Schedule

- 1. 100% CD / DSA Set Six Weeks after Notice To Proceed and Receipt of Topographic Survey
- 2. Construction completion estimated to be 2/28/2019

Fee

Civil Engineering

	Fee <i>(Lump Sum, billable monthly)</i>
Design Development / 65% Construction Documents	\$15,060
100% Construction Documents / DSA Set	\$25,170
Bidding and Permitting	\$2,000
Construction Contract Administration	\$5,070
Total	\$47,300

Optional Services

	Task	Fee <i>(Lump Sum by Task, billed monthly)</i>	Initial to Activate
A.	Design for any off-site mitigation beyond adjacent sidewalks	TBD	
B.	CHPS Construction Site Runoff Control / Sedimentation Credit SS 4.0: Submit and get approval from State Water Board, comply with Best Practices, provide documentation of compliance including photographs	\$12,000	
C.	DSA Form 810 Sign-off by Local Fire Authority	\$1,000	
D.	Geotechnical Report / Topographic Survey	TBD	
E.	Water Service Application Coordination with EBMUD	\$7,000	

Excluded services

- Bulk printing services for submissions.
- Application and Permit fees.
- Field Topographic Survey and Underground Utility Marking
- Performing potholing or vacuum extraction potholing
- Determination of Sea Level Rise
- Design of Geotechnical, Environmental, Structural, Electrical, Landscape Architecture, Planting, Irrigation, Site Lighting, Street Lighting, Traffic Signal, and other work not specified.
- Architect will design and detail ramps, planters and ADA Path of Travel
- Recycled Water, BMPs and SWPP
- Grease Trap sizing, design, specification
- Structural Calculations
- C.3 Stormwater Management Requirements
- Fire Sprinkler Riser design
- Curb Ramps, Grading and Striping for ADA Parking Stalls
- Electric Vehicle Charging Stations

Reimbursable expenses

Reimbursable expenses are additional services and are billed as a separate item on the professional service invoices. Reimbursable expenses include printing, mail, and deliveries.

Other parameters

Any services not included above shall be considered Additional Services and shall be paid for by the Client in addition to the compensation for Basic Services. Additional Services shall only be provided if authorized in writing by Client. Additional Services shall include, but not be limited to:

- Making revisions to drawings, specifications, or other documents when such revisions are, a) inconsistent with approvals or instructions previously given by Client; b) required by revision of codes, laws or regulations subsequent to the preparation of such documents; or c) due to changes required as a result of Client's failure to render decisions in a timely manner.
- Providing services required due to significant changes in the project, including but not limited to, size, quality, complexity, schedule, or method of contracting for construction.
- Preparing drawings, specifications, or other documents and providing other services in connection with construction change orders.
- Providing services in connection with substitutions proposed by the construction contractor.
- Providing services made necessary by default of the construction contractor, or by major defects of deficiencies in the work of the construction contractor.
- Providing services in evaluating an extensive number of claims submitted by the construction contractor or others in connection with the work.
- Providing services in connection with a public hearing, arbitration proceeding, or legal proceeding except where Consultant is a party thereto.
- Preparing documents for alternate, separate, or sequential bids.

Additional Services will be performed on a time and materials basis per Urban Design Consulting Engineer's Fee Schedule in effect at time services are performed, or for a mutually agreed upon lump sum, as negotiated by Client and Consultant prior to commencing such services.



Exhibit 1 UDCE Limit of Work Exhibit, 2/27/2018



July 27, 2018

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

RE: Ralph Bunche Remove Existing Kitchen Project
Authority to Execute Contract

To Whom This May Concern.

I, Dong E Kim, as the President of Byrens Kim Design Works, note that I have the Contract Signing Authority to execute the agreement dated July 20th, 2018 with Oakland Unified School District for the above-mentioned project.

Cordially,


Dong E Kim, AIA, LEED AP
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/1/2018

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).

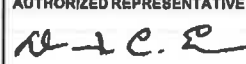
PRODUCER Dealey, Renton & Associates License # 0020739 P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Nancy Ferrick PHONE (A/C No., Ext): 510-465-3090 E-MAIL ADDRESS: nferrick@dealeyrenton.com	FAX (A/C No): 510-452-2193
	INSURER(S) AFFORDING COVERAGE	
INSURED Byrenasso Byrens Kim Design Works 681 - 4th Street Oakland CA 94607	INSURER A : Sentinel Insurance Co. LTD NAIC # 11000	
	INSURER B : Hartford Ins. Co of Midwest 37478	
	INSURER C : Wesco Insurance Co. 25011	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 769286180** **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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBWBG9346	9/1/2017	9/1/2018	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 ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	57SBWBG9346	9/1/2017	9/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	67WEGGG7714	9/1/2017	9/1/2018	<input checked="" type="checkbox"/> PER STATUTE <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	Professional Liability			ARA12011404	6/6/2018	6/8/2019	\$2,000,000 \$2,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Ref: Ralph Bunche Remove Existing Kitchen Project. Oakland Unified School District, its Directors, Officers, Employees, Agents, and Representatives are named as Additional Insureds to General and Auto Liability. Insurance is Primary and Non-Contributory per policy form. A Waiver of Subrogation applies to Workers' Compensation.

CERTIFICATE HOLDER	CANCELLATION 30 Days Notice of Cancellation
Oakland Unified School District 955 High Street Oakland CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

- 1. Part Two of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Disease	\$500,000	Each Employee

OR

- 2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

A. 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 any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- 1. The bodily injury must be sustained by an officer or employee.
- 2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
- 3. Bodily injury by accident must occur during the policy period.
- 4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

- 1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
- 2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

- 1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
- 2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
- 3. bodily injury intentionally caused or aggravated by you.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Ralph Bunche High School CTE Kitchen Project	Site	309
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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
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Contractor Information

Contractor Name	Byrens Kim Design Works	Agency's Contact	Dong Kim				
OUSD Vendor ID #	1009281	Title	Project Manager				
Street Address	681 4 th Street	City	Oakland	State	CA	Zip	94621
Telephone	510-452-3224	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 #	17114						

Term

Date Work Will Begin	8-23-2018	Date Work Will End By <small>(not more than 5 years from start date)</small>	8-23-2019
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$147,730.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
0000	Fund 25	3099000831	6215	\$147,730.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management	Signature	Date Approved	7/27/18	
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved	8/13/18	
3.	Deputy Chief, Facilities Planning and Management	Signature	Date Approved		
4.	Senior Business Officer, Board of Education	Signature	Date Approved		
5.	President, Board of Education	Signature	Date Approved		