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Memo

To Board of Education

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

Board Meeting Date April 27, 2022

Subject Agreement for Architectural Services – Hibser Yamauchi (HY) Architects, Inc. – Indoor Air Quality (IAQ) and Comfort Improvements Pilot Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement for Architectural Services by and between the **District** and **Hibser Yamauchi (HY) Architects, Inc.**, Oakland, California, for the latter to provide architectural services, which includes review of past documents to understand existing conditions, evaluation of each existing site for operational efficiency and functionality, identify deficiencies and improvements to meet district standards and create solutions to address specific building issues as well as development of standardized solutions to be implemented district wide, for the **Indoor Air Quality (IAQ) and Comfort Improvements Pilot Project**, in the not to-exceed amount of **\$148,632.00**, which includes a not-to-exceed contingency fee of **\$13,512.00** for additional services, as the selected consultant, with work scheduled to commence on **April 28, 2022**, and scheduled to last until **April 30, 2024**, pursuant to the Agreement.

Discussion Consultant will provide Architectural Services for the Indoor Air Quality and Comfort Improvements Pilot Project. Consultant was selected without competitive bidding based on (a) demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

LBP (Local Business Participation Percentage) 83.5%

Recommendation Approval by the Board of Education of Agreement for Architectural Services by and between the **District** and **Hibser Yamauchi (HY) Architects, Inc.**, Oakland, California, for the latter to provide architectural services, which includes review of past documents to understand existing conditions, evaluation of each existing site for operational efficiency and functionality, identify deficiencies and improvements to meet district standards and create solutions to address specific building issues as well as development of standardized solutions to be implemented district wide, for the **Indoor Air Quality (IAQ) and Comfort Improvements Pilot Project**, in the not to-exceed amount of **\$148,632.00**, which includes a not-to-exceed contingency fee of **\$13,512.00** for additional services, as the selected consultant, with work

scheduled to commence on **April 28, 2022**, and scheduled to last until **April 30, 2024**, pursuant to the Agreement.

Fiscal Impact

Fund 40 Special Reserve fund for Capital Outlay Projects

Attachments

- Agreement
- Proposal
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every Agenda Contract.

Legislative File ID No. 22-0786

Department: Facilities Planning and Management

Vendor Name: Hibser Yamauchi Architects, Inc.

Project Name Indoor Air Quality and Comfort Improvements Pilot Project Project No.: 22118

Contract Term: Intended Start: 4-28-2022 Intended End: 4-30-2024

Total Cost Over Contract Term: \$148,632.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Consultant was chosen based on the RFP for this construction project. The consultant is experienced with similar projects the have provided in the past and is currently working for the District.

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

Consultant will provide architectural services, which includes review of past documents to understand existing conditions. Evaluation of each existing site for operational efficiency and functionality. Identify deficiencies and improvements to meet district standards and create solutions to address specific building issues as well as development of standardized solutions to be implemented district wide.

Was this contract competitively bid? Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

RFP process includes review/scoring of proposals submitted. The District received proposals and interviewed other vendors. Hibser Yamauchi Architects, Inc., price was fair and reasonable compared to the prices submitted by the other responding architects.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: _____

Maintenance Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- Consultant is providing architectural services.

AGREEMENT
FOR
ARCHITECTURAL SERVICES
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
HIBSER YAMAUCHI (HY) ARCHITECTS
FOR THE
INDOOR AIR QUALITY & COMFORT IMPROVEMENTS PILOT PROJECT

April 28, 2022
OAKLAND UNIFIED SCHOOL DISTRICT
955 High Street
Oakland, California, 94601

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**AGREEMENT
FOR
ARCHITECTURAL SERVICES**

This Agreement for Architectural Services (“Agreement”) is between the Oakland Unified School District, a California public school district (the “District”), and **HIBSER YAMAUCHI ARCHITECTS**, license number C13315 (the “Architect”), with respect to the following recitals:

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

The Parties therefore agree as follows:

**ARTICLE 1
DEFINITIONS**

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

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

1.3 **Architect.** “Architect” shall mean **HIBSER YAMAUCHI (HY) Architects**, and its officers, shareholders, owners, partners, employees, agents and authorized representatives.

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

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

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

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

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

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

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

ARTICLE 2 RETENTION OF ARCHITECT; STANDARD OF CARE

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

ARTICLE 3 DESCRIPTION OF PROJECT AND TERM

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

Indoor Air Quality & Comfort Improvements Pilot Project 22118 – to provide architectural

services which include traditional master planning, site planning, and designs for modernizations and new construction. To conduct facility assessments and feasibility studies related to the improvement of indoor air quality and comfort levels in existing school buildings. This work will include a review of existing building as-builts, operational analyses, facility condition assessment materials, energy audits and other documents to understand existing conditions, evaluation of existing HVAC, roofing, windows, environmental controls, and other building systems, for operational efficiency and functionality as well as longevity analyses and projected replacement cycles, identification of deficiencies and improvements required to meet defined District standards, solutions creation to address specific building issues as well as development of standardized solutions, also included prioritized recommendations and cost estimates to assist districts in planning for implantation. In addition, HY Architects will work with the district for the implementation phase work - designing solutions and following those designs through construction administration to completion on projects.

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

The Project is expected to be complete as of April 30, 2024, but may not be completed until later if delays in design or construction arise.

ARTICLE 4 COMPENSATION

4.1 Basic Services. For the Basic Services satisfactorily performed under this Agreement, Architect shall be compensated according to its hourly rate schedule (Section 4.8, below). Architect's total compensation for its Basic Services shall not exceed **ONE HUNDRED THIRTY-FIVE THOUSAND ONE HUNDRED TWENTY DOLLARS AND NO/100 (\$135,120.00)**, which is Architect's estimate of the maximum total cost of its Basic Services on the Project, based on its February 1, 2022, fee estimate, which attached to this Agreement as Exhibit C. However, Architect will not be compensated for any Basic Services required as a result of Wrongful Acts or Omissions. Architect acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

4.2 Additional Services. Architect may invoice separately for Additional Services if provided by Architect under Article 6, and the total compensation for Additional Services shall not exceed **THIRTEEN THOUSAND FIVE HUNDRED TWELVE DOLLARS AND NO/100 (\$13,512.00)** (see Exhibit C.) However, Architect will not be compensated for any Additional Services required as a result of Wrongful Acts or Omissions.

4.3 Reimbursable Expenses

4.3.1 Reimbursable Expenses are those actual out-of-pocket expenses directly incurred as a result of Architect's performance of Basic or Additional Services under this Agreement. Architect may not charge a mark-up on Reimbursable Expenses. Reimbursable Expenses are

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

4.3.2 Architect shall be reimbursed by District for its Reimbursable Expenses on the Project. Architect's total reimbursement for Reimbursable Expenses shall not exceed **ZERO DOLLARS AND NO/100 (\$0.00)**, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

4.4 The total not-to-exceed price under this Agreement based on Sections 4.1, 4.2, and 4.3 above is **ONE HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED THIRTY-TWO DOLLARS AND NO/100 (\$148,632.00)** (see Exhibit C.) For services satisfactorily performed, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the District of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to District payment of such expenses. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Architect otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.

4.5 The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent (i) that the withholding is permitted by law, (ii) that Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, or (iii) that Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts

for which Architect is responsible under Section 5.7.20. If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

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

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

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

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

ARTICLE 5 BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1 General

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

5.1.2 The Architect shall review the estimate described more fully below at each phase of

Architect's services, also as defined below. If such estimates are in excess of the Project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.

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

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

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

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

5.1.7 Architect shall provide a minimum of Two (2) full-time employees before construction commences, and Two (2) full-time employees after construction commences, to perform its duties and responsibilities under this Agreement. All personnel provided by Architect shall be qualified to perform the services for which they are provided. Architect shall obtain District's written approval of each employee of Architect who provides services under this Agreement, and written approval of each change of employees who are providing such services. District may, upon seven (7) days' written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Architect shall provide them immediately.

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

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

5.2 Consultants

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Agreement

and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be employed or retained to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to District all such consultants employed or retained, and the compensation paid to those retained.

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

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

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

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

5.3 Project Assessment and Conceptual Design Phase; Schematic Design Phase

5.3.1 Project Assessment and Conceptual Design Phase

5.3.1.1 Upon authorization by the District to proceed, the Architect shall perform a Project Assessment and Conceptual Design.

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

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

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

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

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

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

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

5.3.1.9 Architect shall prepare the Initial Conceptual Design:

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

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

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

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

5.3.2 Schematic Design Phase

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

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

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

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

5.4 Design Development Phase

5.4.1 Following District's governing board's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's governing board's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans,

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

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

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

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

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

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

5.5 Contract Documents Phase

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

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

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

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

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

5.6 Bidding and Negotiations Phase

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

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

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

and re-bidding the Project. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's Project Construction Cost.

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

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

5.7 Construction Phase

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

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

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

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

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

cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.

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

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

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

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

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

The Architect shall be responsible for any additional DSA fees and delay damages related to review

of proposed changes to the DSA-approved construction documents, to the extent Architect's negligence, recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.

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

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

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

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

maintenance.

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

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

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

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

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

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

5.7.17 Notwithstanding anything else in this Agreement, as a part of its Basic Services the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

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

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

6.2.1 providing financial feasibility or other special studies;

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

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

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

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

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

7.5 issue appropriate orders to Contractors through the Architect;

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

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

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

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

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

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

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

ARTICLE 8 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 WORKER'S COMPENSATION INSURANCE

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

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

ARTICLE 10 ERRORS AND OMISSIONS INSURANCE

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

Architect shall provide errors and omissions insurance on a claims-made basis.

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

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

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

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

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

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

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

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

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

10.11 Any failure to maintain any item of the required insurance may, at District's sole

option, be sufficient cause for termination of this Agreement.

ARTICLE 11 COMPLIANCE WITH LAWS

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

ARTICLE 12 TERMINATION OF AGREEMENT

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

For any material breach of contract by the Architect, the District may also terminate the Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach. In response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Agreement through written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed under this Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

12.2 **Termination by Architect** – For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Agreement, the Architect may terminate the Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure

such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

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

12.3 Miscellaneous Termination Provisions

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

12.3.2 In the event of the termination of this Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents under this Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE 13
ARCHITECT AN INDEPENDENT CONTRACTOR

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

ARTICLE 14
STANDARDIZED MANUFACTURED ITEMS

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

ARTICLE 15
OWNERSHIP OF DOCUMENTS

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

15.2 The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect under this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

ARTICLE 16
LICENSING OF INTELLECTUAL PROPERTY

16.1 This Agreement creates a non-exclusive and perpetual license for the District to copy, use,

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

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

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

ARTICLE 17 ACCOUNTING AND OTHER RECORDS OF ARCHITECT

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

INDEMNITY

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

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

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

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

18.2 District Indemnification for Use of Third Party Materials. The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or contract documents in question. By providing this or any other indemnification in this Agreement, District does not waive any immunities.

**ARTICLE 19
TIME SCHEDULE**

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

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

**ARTICLE 20
MISCELLANEOUS PROVISIONS**

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

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

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

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

Architect: Hibser Yamuachi Architects
300 27th Street
Oakland, California 94612
Attention: Lee Pollard, AP

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

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

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

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

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

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

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

20.11 If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

20.12 A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute (including a dispute related to indemnity by the Architect for claims against the District by a contractor based on allegations of deficiencies in the Architect's plans or specifications). The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30)

days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

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

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

- Roof project certification (if required; see Public Contract Code §3006).
- Fingerprinting Notice and Acknowledgement.
- Iran Contracting Act Certification.
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- Buy American Certification.
- Local Business Participation Form.

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

20.15 CHPS Verified Plus HPI Incentive with OPSC Eligibility Track:

20.15.1 Collaborative for High Performance Schools ("CHPS") Criteria, CHPS Verified Program and State of California High Performance Schools Incentive (HPI) Grant Program. As part of Basic Services, the Architect shall adhere to the District's CHPS Guidelines, and Owner's Project Requirements (OPR) based on incorporating required and voluntary design Criteria of the CHPS—2009 Criteria (or latest version per CHPS Guidelines) into the project. As a part of Basic Services the Architect shall complete all documentation and submission requirements necessary for the State of California High Performance Schools Incentive (HPI) Grant Program as eligible as well as the CHPS Verified Program. The Architect shall work with the District and its CHPS Program Manager to confirm CHPS and DSA/OPSC HPI review path with District as CHPS and HPI Programs develops, and verify that the District's project meets the highest possible point score under CHPS Criteria and to maximize HPI grant funding, consistent with the District's budget.

20.15.2 The Architect and Consultants shall participate early on in two CHPS integrated design workshops, led by the District's CHPS Program Manager to establish the District's CHPS Guideline goals and identify target credits. The Architect shall be responsible for registering the project on-line with the CHPS Verified Program, and submitting for design and construction verification according to CHPS Verified Program Guidelines. The Architect shall update the CHPS "Scorecard" and the DSA HPI Scorecard, **OR** the "joint CHPS Verified/HPI scorecard," as avail-

able, with credit documentation, concurrent with each design phase submittal. The status of Project compliance and documentation submitted in relation to CHPS Verified and HPI credits shall be assessed with the District at the end of each phase of the work.

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

The Architect shall assist the District in a timely manner, in preparing applications to DSA and the Office of Public School Construction which shall meet DSA/HPI submission requirements, including calculations demonstrating Acoustic Performance standards per CHPS guidelines, and all required documentation required to meet CHPS Verified rating and receive funding under the DSA/OPSC High Performance Schools Incentive Grant Program. Final approved HPI, or Joint CHPS Verified/HPI, scorecard indicating points verified, and DSA HPI-1 forms shall be forwarded by the Architect upon receipt to the District’s Project Manager and CHPS Program Manager.

20.15 CHPS Designed Only; CHPS Guidelines; Minor Modernization Scope Only; No OPSC HPI Eligibility Track:

20.15.1 CHPS Criteria, and CHPS Guidelines. As part of Basic Services, the Architect shall adhere to the District’s CHPS Guidelines, and Owner’s Project Requirements (OPR) based on incorporating required and voluntary design Criteria of the CHPS—2009 Criteria (or latest version per CHPS Guidelines) into the project. As a part of Basic Services the Architect shall complete all documentation and submission requirements necessary to self-certify the school project as ‘CHPS Designed’ according to the CHPS Designed Program and transmit the documentation to the District for its potential future submission to the CHPS Verified Program. The Architect shall work with the District and CHPS Program Manager to verify that the District’s project meets the Owner’s Project Requirements and CHPS Guideline goals for a CHPS Verified school project consistent with the District’s budget.

20.15.2 The Architect and Consultants shall participate early on in two CHPS integrated design workshops, led by the District’s CHPS Program Manager to establish the District’s CHPS Guideline goals and identify target credits. The Architect shall update the CHPS “Scorecard” with credit documentation to the extent applicable to scope, concurrent with each design phase submittal. The status of project compliance and any documentation submitted in relation to CHPS Designed credits shall be assessed with the District at the end of each phase of the work.

20.15.3 Whole building energy performance analysis with a goal of a minimum of thirty

percent (30%) of California Title 24 minimum energy performance standard shall be performed at least once during the following phases: Schematic Design, Design Development, and Construction Documentation. Energy Conservation Measures (ECMs) shall be proposed with Schematic and Design Development energy analysis runs to improve performance to meet or exceed goal. Daylighting analysis, as applicable to scope of work, to identify strategies to improve daylighting to maximize goals of CHPS Credit EQ 1.1 'Daylighting,' shall also be performed at Schematic, Design Development, and Construction Documentation phases.

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

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

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

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

Exhibit A
RATE SCHEDULE

G. PROFESSIONAL FEES

Firms interested in being considered for the IAQ Comfort Improvements Pilot Project shall clearly indicate that interest and provide a detailed fee proposal. Include a line item for a 10% contingency to the proposed not-to-exceed fee. The contingency will be to cover potential additional services and shall be subject to District approval.

Phase	Fee
Phase 1: Existing Conditions Assessments	\$ 7,345
Phase 2: Analysis & Recommendations	\$ 83,125
Phase 3: Cost Benefit Analysis	\$ 20,465
Phase 4: Reports	\$ 14,885
Subtotal	\$ 125,820
<i>10% Contingency</i>	<i>\$ 12,580</i>
Total	\$ 138,400

Provide a detailed schedule of the Consultant’s and Sub-consultant’s proposed hourly billing rates (by job title) and a breakdown of associated costs for all tasks proposed (including contingency costs per task). The District reserves the right to negotiate different rates upon execution of the agreement. Also note the time period that the fee schedule would apply.

 HY (LBE)	 Alter Consulting Engineers (VSLBE)
Principal \$235 Associate \$190 Sr. Project Manager \$180 Project Manager \$160 Project Architect \$150 Job Captain \$135 Senior Draftsperson \$120 Draftsperson \$115 Jr. Draftsperson \$105 Sr. Int. Designer \$130 Int. Designer \$110 Administrative \$ 85	Principal \$190 Engineer of Record \$170 Senior Engineer \$140 Engineer 2 \$130 Engineer 1 \$120 Drafting \$100 Support Services \$60
 WKM	 SILVA COST CONSULTING, INC (SBE)
Principal \$215 Engineer \$215 Project Manager \$180 CAD Manager \$180 Designer \$135 CAD/Revit Drafter \$135 Office/Clerical \$100	Principal/Cost Estimator \$150

Exhibit B
PROJECT SCHEDULE

Contract Term: Intended Start: April 28, 2022
Intended End: April 30, 2024

Exhibit C



February 1, 2022

Mr. Tadashi Nakadegawa
Oakland Unified School District
Facilities Planning and Management Department
955 High Street
Oakland, CA 94601

Re: IAQ and Comfort Improvements Pilot Project

Dear Tadashi,

Thank you for the opportunity to submit our response to the follow up questions that you posed after our interview for the Indoor Air Quality/ Comfort Improvements - Pilot Project for the Oakland USD. Below is our response to both the questions posed as well as the added scope.

Questions

Passive First Response: The District is asking that the project help answer if "Passive First" should be a preferred strategy for the Pilot Project and build out across the District. Assessments at the 3 Pilot sites shall be used as baselines for developing recommendations for Passive First solutions vs mechanical solutions. This would deprioritize mechanical solutions to achieve thermal comfort. How does this affect your approach and analyses of the Pilot sites? Given the climate crisis will passive solutions be adequate for some basic range of comfort. Does the unhealthy air quality mean that we need to prioritize mechanical means regardless of the effectiveness of passive measures?

Answer: Our stance, as we stated in our presentation and original approach, is that "Passive First" is the right method for investigating thermal comfort issues via computer modeling. The team can incorporate local weather files which "morph" temperatures based on data from IPCC global climate models - which can assess the applicability of passive strategies in a warmer climate. Passive strategies are an important solution to evaluate since they are often the easiest and least costly to implement and maintain for the district. We need to think of not only the district's maintenance staff but also the individual teachers and staff members on campuses that need immediate solutions to address thermal comfort as simple as opening and closing windows and shades or ceiling fans. Passive strategies involving natural ventilation would only be recommended for locations which do not feature persistent local outdoor air pollution.

In terms of indoor air quality improvement - the team intends to propose mechanical-based solutions so that indoor air quality can be sufficiently maintained during periods in which opening windows is not suitable, e.g. when temperatures are too cold or from periodic outdoor air pollution such as wildfire smoke. With this said, while evaluating mechanical solutions is important, it does not mean that prioritizing mechanical means regardless of the effectiveness of passive measures is required.

The intention behind the mechanical ventilation option with passive strategies is to offer a simpler and more cost-effective solution than a full HVAC retrofit that includes air-conditioning.

Given the fact that our original approach was to investigate Passive First solution, our approach and analyses of the Pilot Sites does not change.

Added Scope and Fee Proposal

We understand that the additional scope, beyond our original proposal (discuss during the interview) includes:



Dashboard - Creation of a dashboard updated weekly for District review of the data monitoring progress. Information on the dashboard should include data collection status and highlight (past and future) project milestones.

Computer Modeling - The District is interested in the quantitative differences in the Passive First solutions for typical conditions (i.e., room orientation, first versus second floor room location, geographic factor, etc.). Modeling should include mechanical solutions as a secondary recourse to achieve comfort within an acceptable pre-established range.

Occupant Surveys - Mentioned by interviewed firms was the option of conducting occupant surveys to document satisfaction or dissatisfaction as a subjective measurement. These surveys should be conducted to align with best practices of survey methodology and to correlate to the seasonal monitoring scope.

PM 2.5 Monitoring - Not mentioned but being requested by the district is monitoring of PM 2.5 levels at each of the pilot sites over the course of the seasonal monitoring period.

The HY Architects / Alter team has the in-house capability to address these additional scope items. We routinely create and implement update systems to communicate project progress to clients and will provide a Dashboard . Computer modeling is part of our team’s approach to thoroughly address the Indoor Air Quality / Comfort Improvement scope. Surveys are part of our typical process for gathering information from stakeholders. Alter Consulting Engineers routinely employs PM 2.5 Monitoring as part of their indoor air quality analysis.

Fee Proposal

In order to provide the additional computer / weather modeling, Dashboard, PM 2.5 monitoring, and occupant surveys as part of the scope of this project, we propose an additional fee of **\$9,300**.

This would increase our total fee as follows:

Original Fee Proposal	\$ 125,820
Additional Fees - Added Scope	\$ 9,300
<hr/>	
Total:	\$ 135,120
10% Contingency	\$ 13,512
<hr/>	
Total Maximum Not-to-Exceed Fee:	\$ 148,632

Receipt of Addendum No. 1 issued on January 28, 2022, as well as the previously issued Addendum No. 1 during the proposal phase (November 23, 2021) is hereby acknowledged.

Thank you again for your additional consideration. We are excited about the opportunity to work with Oakland USD on this important project. We would be happy to answer any further questions you may have about our response.

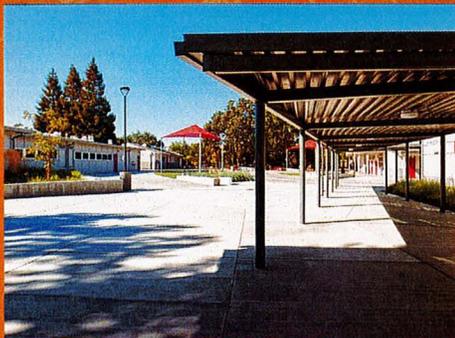
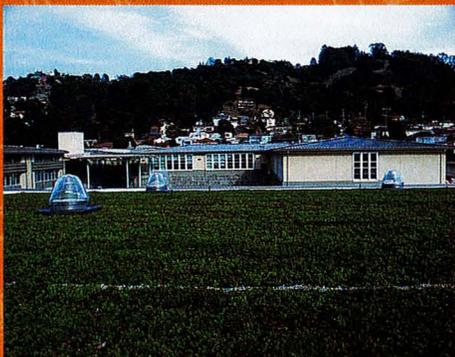
Sincerely yours,

W. Lee Pollard
Principal

HIBSER

YAMAUCHI

HY Architects



Oakland Unified School District

Qualifications and Proposal

for

Architect Services

for

**Indoor Air Quality (IAQ) /
Comfort Improvements -
Pilot Project**

(Measure Y - District

Wide Initiatives)

Due Date: December 8, 2021

O A K L A N D

300 - 27th Street
Oakland, CA 94612
fax: 510.446.2211
phone: 510.446.2222

Principal-in-Charge: W. Lee Pollard
Lead Architect: Jenan Abdunnur

lpollard@hy-arch.com
jabdunnur@hy-arch.com

h y - a r c h . c o m



What's Inside

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Section A. Cover Letter



December 8, 2021

Mr. Tadashi Nakadegawa
Deputy Chief of Facilities Planning and Management
Oakland Unified School District
955 High Street
Oakland, CA 94601

Dear Mr. Nakadegawa:

Thank you for the opportunity to submit our proposal to Oakland Unified School District (USD) for Architect Services for Indoor Air Quality / Comfort Improvements – Pilot Project. We have reviewed the RFQ/P and Addendum 1, issued on November 23, 2021, and have prepared our response accordingly. Our team of talented and experienced professionals offers specific advantages for the success of the projects at Oakland USD.

Our Team – HY Architects was established in 1977 and has been providing design services to K-12 Districts throughout Northern California for over 34 years. We have joined together with Alter Consulting Engineers to provide the professional qualifications necessary to meet the district’s needs to analyze facility conditions and make recommendations in relation to Indoor Air Quality and Comfort improvements to support the Measure Y – District Wide Initiatives.

Core Team Expertise – The HY Architects team brings unmatched expertise and services to Oakland USD. Our team is headed by Lee Pollard, a hands-on, working Principal-in-Charge. Lee has over 36 years of K-12 facilities assessment and design expertise. Our core team includes our experienced Project Manager, Jenan Abdunnur, who will lead the project team working closely with Stefan Gracek, Building Performance Engineer and Matt Deghani, Mechanical Engineer from Alter Consulting Engineers. This core team will be our other consultants and HY Architects staff.

Project Experience – HY Architects has extensive experience having worked on numerous projects for the Oakland USD. We have extensive experience conducting facility assessments and feasibility studies related to the improvement of indoor air quality and comfort levels in existing school buildings. Alter Consulting Engineers are experts in the assessment of indoor air quality and thermal comfort. As illustrated in Tab D of this response, our firms will work collaboratively to cost effectively and efficiently improve their indoor air quality and the overall comfort of the Oakland USD Pilot School sites and develop standards that can be applied to campuses throughout the district.

Sustainability – Our team is experienced with and is committed to sustainability on all of our projects. We approach everything we design project through the lens of sustainability, energy efficiency, and environmental responsibility. Many of our projects are designed to meet LEED and/or CHPS standards. This understanding gives our team a unique lens through which to complete our assessment and recommendations for IAQ/Comfort Improvements throughout the district.

SLBE/LBE Participation – HY Architects is a Local Business Enterprise (LBE). We are committed to reaching all SLBE/LBE participation goals, as mandated in the RFQ/P and have demonstrated that on past projects with Oakland USD. We have included a team of consultants that will meet the SLBE requirements, all of whom have K-12 expertise.

Thank you for your consideration. We look forward to the opportunity to present our credentials to you through an interview. I, Lee Pollard, am authorized to bind the firm and will be the main contact person for this project. My contact information is listed below.

Truly yours,

A handwritten signature in blue ink that reads 'W. Lee Pollard'.

W. Lee Pollard, AIA, LEED AP
Principal-in-Charge
lpollard@hy-arch.com

Section B. Mandatory Qualifications

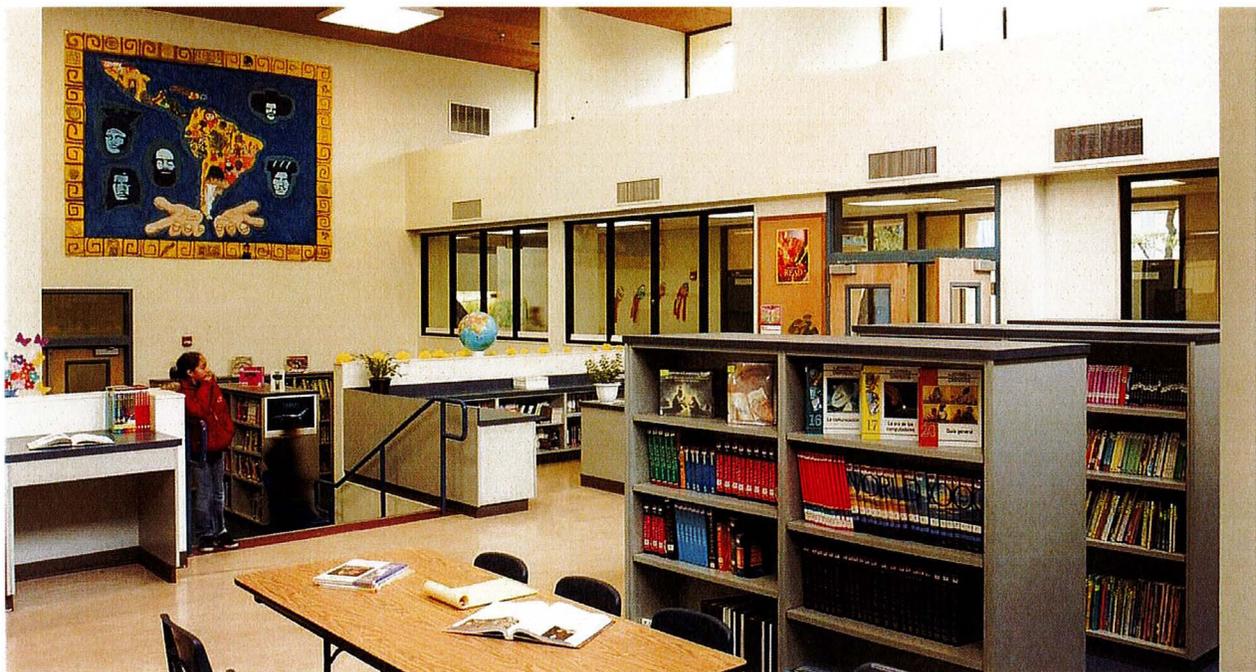
B. MANDATORY QUALIFICATIONS

Respondents must hold an architect's license which is current, valid and in good standing with the California Architects Board. Respondents must have the necessary qualifications to provide the requested services in accordance with California law. Provide the following information for each license:

1. Name of license holder exactly as on file.
2. License number and expiration date.
3. Whether license has been suspended or revoked in the past 5 years. If so, explain.

W. Lee Pollard, who is assigned as the principal for this project, is a licensed architect in the State of California. Below is a copy of his registration status with the State of California Architects Board. His license has never been suspended or revoked.

	POLLARD, WELTON LEE II
	LICENSE NUMBER: C 13315 LICENSE TYPE: ARCHITECT
	LICENSE STATUS: CURRENT ⓘ EXPIRATION DATE: NOVEMBER 30, 2023
	SECONDARY STATUS: N/A
	CITY: SAN ANSELMO STATE: CALIFORNIA COUNTY: MARIN ZIP: 94960



Section C. Organization, Credentials, and General Background

C. ORGANIZATION, CREDENTIALS, AND GENERAL BACKGROUND

Please provide a brief history of your organization, including:

1. Number of years the organization has been in business
2. Location of office that will perform the work required by this Request for Statements of Qualifications
3. List of basic services provided by your organization.



HY Architects has been in business for 44 years and has been providing design services to K-12 districts throughout California for the past 34 years. During this time, we have provided design

services for virtually every type of project – from campus master planning to facilities condition assessments to reviewing district standards. We fully understand the importance of being prepared and equipped to provide our services in a timely manner and on relatively short notice to enable districts to meet critical, and at times unpredictable, time deadlines and schedules.

HY Architects and our project team believe strongly that the facilities in which learning occurs matter significantly in relation to the overall outcomes for both academic and social success. For this reason, all schools require extreme care in their design, planning, and development.

Our belief is that collaboration holds the key to good planning and design. We relish the opportunity to work with Oakland USD staff, site committees and community groups to identify all opportunities that this project may present. We also function this way internally. Although there is one point of contact for Oakland USD, each project is designed in a collaborative way with input from several experienced architects within the firm. In this way, Oakland USD is not relying on merely one individual but an entire team looking out for their best interests.

We also believe that space and facilities on a campus are often at a premium. We work with our clients to ensure that the priorities and goals of Oakland USD are being met and this often requires creative problem solving.

HY Architects has a total staff of over 75 architects, educational planners and designers. Among this staff are also strategic planners, funding specialists, ADA specialists, LEED accredited professionals, construction administrators, and administrative support.

Our principal, W. Lee Pollard, a licensed Architect and LEED AP, will be involved with this project from the beginning. He will provide technical oversight throughout the project and will be in constant communication with the District and project team throughout the entire contract. HY Architects is a certified Local Business Enterprise (LBE) in the City of Oakland and is also a Minority Business Enterprise (MBE). The work for this contract will be performed out of HY's Oakland, CA office.

HY Architects provides a complete array of basic architecture and planning services including:

- Program Verification
- Site Verification/background drawings
- Schematic Design
- Design Development
- Construction Documents
- Estimating
- Bidding Support
- Construction Administration
- Documentation for CDE and OPSC processing

Typically, the following are additional services:

- Master Facilities and Site Planning
- Complete Facilities Assessments
- Feasibility Studies
- Complete Programming
- District Standards
- Development of Design/Build Documents
- Traffic and Site Studies and Assessments
- Submission to CDE or OPSC
- As-built documentation (where no existing drawings are available)
- Project Closeouts



Section D.
School Facilities Planning and
Design Experience

D. SCHOOL FACILITIES PLANNING AND DESIGN EXPERIENCE

Describe the experiences/background of your organization in providing design services for public school facilities required by this Request for Statements of Qualifications.

For the Indoor Air Quality/Comfort Improvements Pilot project HY Architects has joined together with Alter Consulting Engineers, an Oakland-based mechanical engineering firm dedicated to building performance engineering. Together, HY Architects, Alter Consulting Engineers and our other subconsultants have unprecedented experience to provide the Oakland USD with the optimal solutions for improving the Indoor Air Quality and Comfort at schools in the district.

HY HY Architects Experience

HY Architects is committed to improving the overall condition of schools in California. As a result, our history has been to provide extensive services to school districts throughout the state. Our work includes traditional master planning, site planning, and designs for modernizations and new construction.

As part of this work, we are often engaged to conduct facility assessments and feasibility studies related to the improvement of indoor air quality and comfort levels in existing school buildings. This work has included:

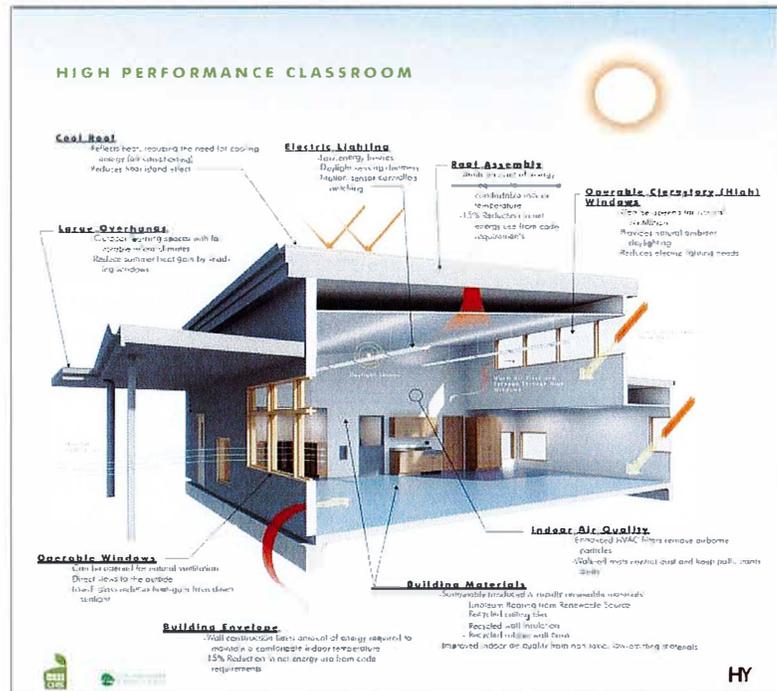
- review of existing building as-builts, operational analyses, facility condition assessment materials, energy audits and other documents to understand existing conditions
- evaluation of existing HVAC, roofing, windows, environmental controls, and other building systems, for operational efficiency and functionality as well as longevity analyses and projected replacement cycles
- identification of deficiencies and improvements required to meet defined District standards
- solutions creation to address specific building issues as well as development of standardized solutions to be implemented district wide to common conditions

This work has also included prioritized recommendations and cost estimates to assist districts in planning for implantation. In addition, HY Architects has continued on to work with districts for the implementation phase work – designing solutions and following those designs through construction administration to completion on projects.

HY Architects has provided these services to many K-12 districts including:

Oakland USD	Pacific Grove USD	South San Francisco USD
West Contra Costa USD	Mill Valley SD	St. Helena USD
Albany USD	San Rafael City Schools	Temecula Valley USD
Berkeley USD	Benicia USD	Vacaville USD
Orinda Union SD	Los Angeles USD	San Bruno Park USD
Petaluma City Schools	Martinez USD	Walnut Creek SD
Hayward USD	Novato USD	Mountain View Whisman SD

HY Architects has significant experience working with the Oakland USD. We know the staff and are familiar with many of the campuses. This will enable our team to expedite this scope. We embrace the stakeholders and provide forums for their input; at the same time, we know how to manage the process and move the project forward to meet program, budget, schedule, and delivery. We will work collaboratively with Alter Consulting Engineers to provide OUSD with the best solutions available.



Alter Consulting Engineers (Alter) are excited to be collaborating with the Oakland USD, HY Architects and the other team members to develop solutions for the Pilot Project for Indoor Air Quality and Comfort Improvements. Alter knows that staff and student performance can be directly affected by the indoor ambient environment; we are dedicated to improving building performance to enhance occupant comfort levels and operational efficiencies.

Alter has provided services to many clients to assess and develop solutions for optimal Indoor Air Quality and Comfort Improvements. Our work commences with:

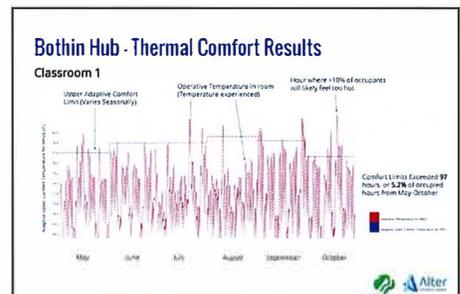
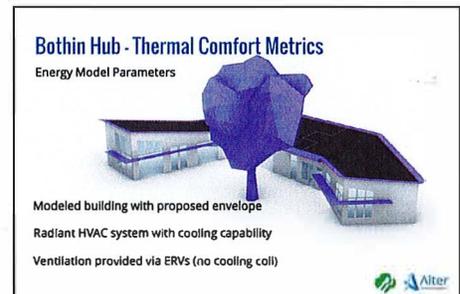
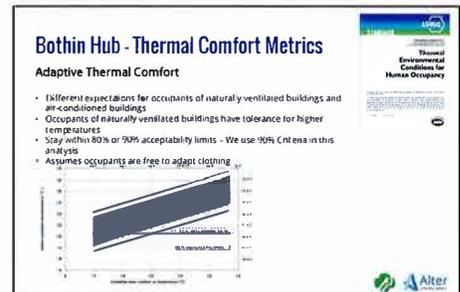
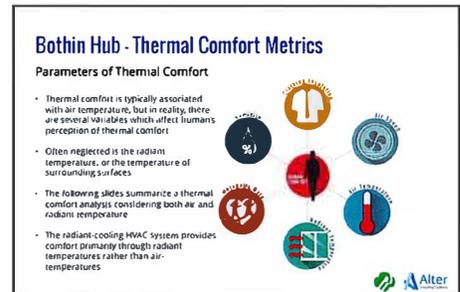
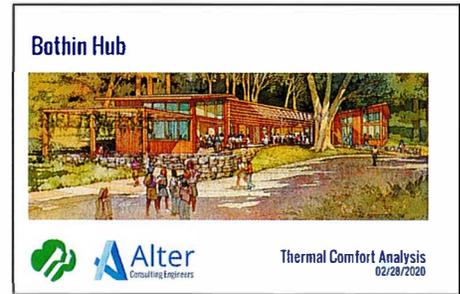
- review of record drawings and available utility/BMS data
- meetings with staff to discuss current conditions and particular areas which are a concern related to IAQ/Thermal Comfort
- conducting site surveys to verify existing conditions and state of the existing mechanical and architectural components of the building
- preparing existing condition reports, describing the functionality and adherence to local mechanical/energy codes
- documenting deficiencies in the existing conditions which affect both the indoor air quality and thermal comfort of spaces

Once the existing conditions report has been approved, Alter works with the team to establish recommendations for upgrades to the facilities to achieve better IAQ and thermal comfort. We examine potential changes to HVAC systems, such as new packaged equipment, air filtration and air-movement devices (e.g. ceiling fans). We also work with the design team to discuss architectural features such as shading, window replacements, and insulation.

Alter then documents the relevant criteria for mechanical systems improvements in a prioritization report for cost estimating. We develop a draft report that is provided to the owner for review, secure feedback and ultimately create a final report that moves forward to cost estimating.

Our report includes up to five typical spaces of concern for thermal comfort for each facility and proposes a thermal energy analysis of representative spaces to serve as a baseline of conditions. The analysis uses assumptions provided by the existing conditions report, with input from the owner. Our analysis estimates the relative thermal comfort performance of the existing spaces identified, which helps select spaces to propose retrofits to enhance thermal comfort. The analysis also provides hourly energy modeling results. The relevant ASHRAE standard 55 thermal comfort metrics are used to assess the space priority for retrofit.

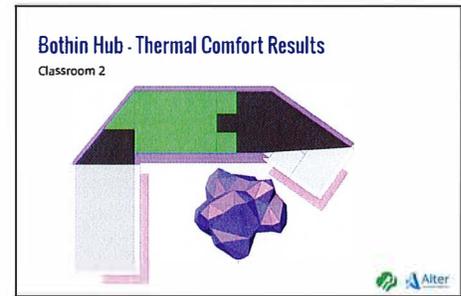
Based on the prioritization report, specific sets of measures are analyzed for their effectiveness in improving thermal comfort. For the selected spaces, the improvements of the different measures are compared individually and holistically. Metrics examined include (but not be limited to) average occupied temperature (summer, winter, swing season), PPD, PMV, and number of uncomfortable hours. The result of the analysis compares the effectiveness of solutions with the costs provided by the cost estimator. This informs a prioritization matrix as to the best solutions. The final report summarizes the recommended retrofit items based on a cost/benefit analysis.



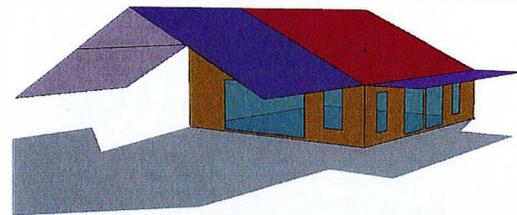
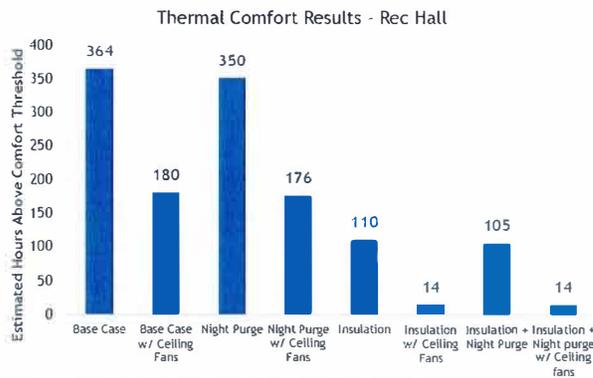
As part of our approach on these types of projects, we deploy IAQ and indoor temperature sensors in representative spaces to document seasonal temperatures and IAQ. The results of the sensor study augment the analysis provided. After the temperature data is collected, Alter removes the sensors and/or provides them to the Owner if needed.

Alter has provided these services to many clients including the following. We have worked with them collaboratively to cost effectively and efficiently improve their indoor air quality and the overall comfort of their spaces.:

- Oakland USD Claremont Multipurpose Building, Oakland CA
- Bothin Hub, Fairfax CA
- Berkeley Tuolumne Camp, Groveland CA
- Hawaii Heat Abatement, Hawaii Dept of Education, Waipahu HI



Berkeley Tuolumne Camp – Simplified Thermal Comfort Analysis



Modeling Inputs	
Weather File	Blue Canyon, CA
Wall Construction	R-19 Batt b/w Wood Studs (R-15 efl)
Roof Construction	5.5 inches polyiso above wood deck (~R-30 efl)
Floor Construction	Slab on Grade with wood floor topping
Window Construction	Low E (U-0.36, SHGC 0.26 Full Assembly)
Window Operability	25% of total window area is effective opening area.
Peak Occupancy	94 persons
Ceiling Fan Air Speed	180 fpm

- Model assumes natural ventilation via operable windows during occupied hours
 - Natural ventilation model is simple stack effect only, no CFD modeling has been provided
- Night purge less effective due to lack of thermal mass
- Assumes 2 peak occupancy events per day at 94 persons, otherwise near 40 persons

Section E. Project Team

E. PROJECT TEAM

Identify key team members for this project and provide their qualifications. Describe how the Project would be staffed. Identify all of your proposed consultants for the Project and provide their qualifications. Provide an organization chart for the Project.

Because of our specialization in educational projects, all of our team members have extensive knowledge and depth of experience in K-12 design – including air quality and thermal comfort analysis and solutions. Our team’s design philosophy promotes teamwork, flexibility and creativity. Our firm’s approach to K-12 school design is very simple: every client has needs that must be equally balanced. Our goal is to combine those needs, budget requirements, and where appropriate the public’s interests, into comprehensive architectural and engineering solutions.

Through our team’s experience with K-12 schools, we have performed numerous facility condition assessments, analyses of air quality and thermal comfort, developed recommendations for both individual situations as well as standard solutions that could be applied campus or district wide.

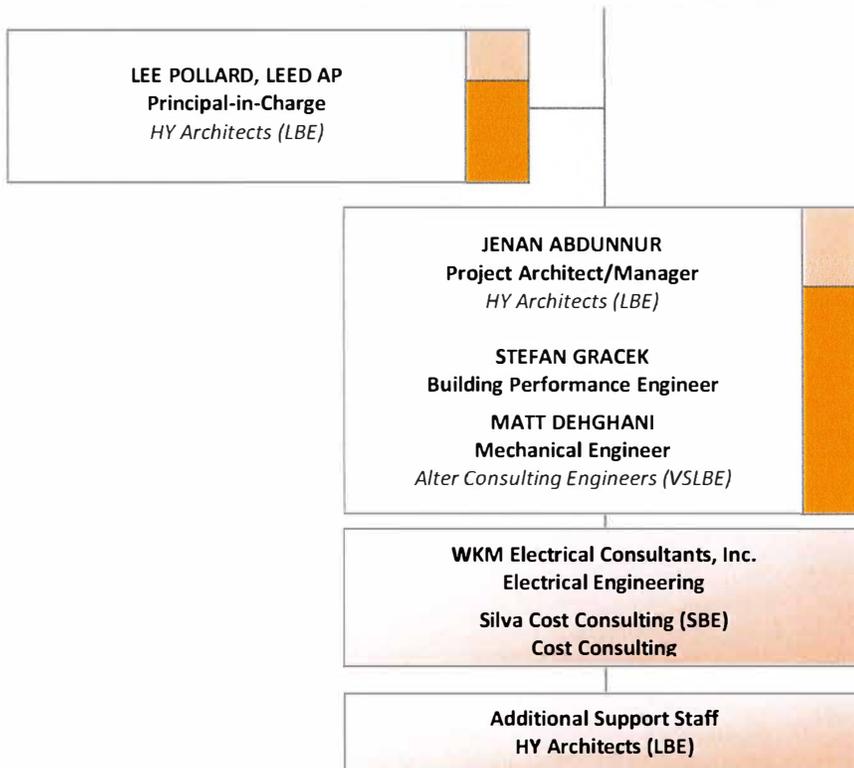
This pilot project is a unique and important project for OUSD, and our team will work closely with the District to ensure that all goals and priorities are in alignment for the ongoing benefit of the facilities throughout Oakland USD. HY Architects’ Principal-in-Charge, Lee Pollard, will oversee the project. Our core team includes our experienced Project Manager, Jenan Abdunnur, who will lead the project team working closely with Stefan Gracek, Building Performance Engineer and Matt Dehghani, Mechanical Engineer from Alter Consulting Engineers. This core team will be our other consultants and HY Architects staff.

Below is an organization chart of our proposed team. Resumes and additional qualifications may be found in the Appendix.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students



Section F. Insurance

Section G. Professional Fees

G. PROFESSIONAL FEES

Firms interested in being considered for the IAQ Comfort Improvements Pilot Project shall clearly indicate that interest and provide a detailed fee proposal. Include a line item for a 10% contingency to the proposed not-to-exceed fee. The contingency will be to cover potential additional services and shall be subject to District approval.

Phase	Fee
Phase 1: Existing Conditions Assessments	\$ 7,345
Phase 2: Analysis & Recommendations	\$ 83,125
Phase 3: Cost Benefit Analysis	\$ 20,465
Phase 4: Reports	\$ 14,885
Subtotal	\$ 125,820
<i>10% Contingency</i>	<i>\$ 12,580</i>
Total	\$ 138,400

Provide a detailed schedule of the Consultant’s and Sub-consultant’s proposed hourly billing rates (by job title) and a breakdown of associated costs for all tasks proposed (including contingency costs per task). The District reserves the right to negotiate different rates upon execution of the agreement. Also note the time period that the fee schedule would apply.

 HY (LBE)	 Alter Consulting Engineers (VSLBE)
Principal \$235 Associate \$190 Sr. Project Manager \$180 Project Manager \$160 Project Architect \$150 Job Captain \$135 Senior Draftsperson \$120 Draftsperson \$115 Jr. Draftsperson \$105 Sr. Int. Designer \$130 Int. Designer \$110 Administrative \$ 85	Principal \$190 Engineer of Record \$170 Senior Engineer \$140 Engineer 2 \$130 Engineer 1 \$120 Drafting \$100 Support Services \$60
	 SILVA COST CONSULTING, INC (SBE)
Principal \$215 Engineer \$215 Project Manager \$180 CAD Manager \$180 Designer \$135 CAD/Revit Drafter \$135 Office/Clerical \$100	Principal/Cost Estimator \$150

Section H. Local Business Participation Form

H. Local Business Participation Form

HY Architects is committed to meeting all LBE/SLBE/SLRBE requirements for this contract for the Oakland Unified School District. In the chart below, we provide the distribution of the anticipated work for this project which clearly demonstrates our dedication to meeting these goals. Previous work performed by HY Architects for OUSD has consistently met and exceeded LBE/SLBE/SLRBE requirements. *Certifications can be found in the Appendix.*

We acknowledge that there are additional forms to be completed and submitted upon award of an assignment as per those listed in the RFQ/P as J. Other Contract Documents.

LOCAL BUSINESS PARTICIPATION FORM

Prime Consultant: Hibser Yamauchi Architects
Project: OUSD Architect Services for Indoor Air Quality/Comfort Improvements – Pilot Project
Date: December 8, 2021

Team Member (example)	Projected % of Total Fee Per Team Member (example)	LBE%	SLBE%	SLRBE%	City of Oakland Certification Number & Expiration Date
Hibser Yamauchi Architects, LBE 300 27th Street Oakland, CA 94612 510.446.2222; mhibser@hy-arch.com	48.1%	48.1%			No. 7009 Exp: 8/31/2022
Alter Consulting Engineers, VSLBE [Mechanical] 1624 Franklin Street, Suite 1300 Oakland, CA 94612 510.474.0379; matt@alterengineers.com	33.8%		33.8%		No. 2017007488 Exp: 5/21/2022
WKM Electrical Consultants, Inc. [Electrical] 3397 Mt. Diablo Blvd, Suite C Lafayette, CA 94549 925.385.0649; tiffany@wkm-electrical.com	9.5%				N/A
Silva Cost Consulting, Inc., SBE [Cost Estimating] 1521 Corporate Way, Suite 210 Sacramento, CA 95831 916.444.1130; jsilva@silvacostconsulting.com	8.6%				DGS: 44546 Exp: 2/28/2022
TOTAL PARTICIPATION	100%	48.1%	33.8%		

Approval – LBU Compliance Officer

Appendix

APPENDIX

E. PROJECT TEAM: Identify key team members for this Project and provide their qualifications.

Lee Pollard, LEED AP, Principal-in-Charge, Hibser Yamauchi Architects (LBE/MBE)

As Principal, Lee Pollard brings over 36 years of K-12 design expertise and extensive experience in project design, construction documents, construction administration, and final inspections. He will lead on contractual issues and stakeholder engagement, while ensuring excellent performance and project outcomes.

- Facility Condition Assessments/Recommendation - Modernizations, Stonehurst Elementary, Oakland USD
- Facility Condition Assessments/Recommendations - Modernizations, San Rafael High, San Rafael City Schools
- Facility Condition Assessments/Recommendations - Modernizations, San Pedro Elementary, San Rafael City Schools
- District Standards, San Rafael City Schools
- Facilities Condition Assessments/Recommendations - Modernizations, Vacaville USD
- Facilities Condition Assessments/Recommendations - District-Wide Facilities Master Plan, Berkeley USD
- Facilities Condition Assessments/Recommendations - Modernizations, Korematsu Middle, West Contra Costa USD
- Facilities Condition Assessments/Recommendations - District-Wide Facilities Master Planning, Benicia USD
- Facility Condition Assessments/Recommendations - Modernizations, Old Mill Elementary, Mill Valley SD
- Facility Condition Assessments/Recommendations - Modernizations, Park Elementary, Mill Valley SD
- Facility Condition Assessments/Recommendations - Modernizations, Strawberry Point Elementary, Mill Valley SD
- Facility Condition Assessments/Recommendations - Modernizations, Tam Valley Elementary, Mill Valley SD
- Facility Condition Assessments/Recommendations - Modernizations, Mill Valley Middle, Mill Valley SD
- Facility Condition Assessments/Recommendations - Modernizations, Lorin Eden Elementary, Hayward USD
- Facility Condition Assessments/Recommendations - Modernizations, Winton Middle, Hayward USD
- Facility Condition Assessments/Recommendations - Modernizations, MLK Jr. Middle, Hayward USD
- Facilities Condition Assessments/Recommendations - Master Planning/Conceptual Modernizations, Los Angeles USD (13 Campuses)

Education: B.S., Architecture, California Poly State University

Registration: Architect, CA: C13315, LEED AP

Jenan Abdunnur, LEED AP, Project Architect/Manager, Hibser Yamauchi Architects (LBE/MBE)

Jenan Abdunnur is a highly experienced Project Architect and Project Manager with expertise in K-12 educational facility projects. She is highly skilled with facilities assessments and has a thorough understanding of local code requirements. Jenan's experience also includes sustainable and energy efficient design compliant with LEED and CHPS frameworks. As the Project Manager, Jenan will lead the efforts for the indoor air quality/comfort improvement projects for Oakland USD. She has excellent communication skills to ensure successful projects.

- Middle/High Schools Facilities Assessments, Program Development and District Standards, West Contra Costa USD
- Elementary Schools Educational Specifications, West Contra Costa USD
- Facility Condition Assessments/Recommendations - Modernizations, Fairmeadow Elementary, Palo Alto USD
- Facility Condition Assessments/Recommendations - Modernizations, Cox Elementary School, Fountain Valley SD
- Facility Condition Assessments/Recommendations - Modernizations, Ellerhorst Elementary, West Contra Costa USD
- Facility Condition Assessments/Recommendations – Modernizations, Castro Valley High School, Castro Valley USD
- New Zero Net Energy Elementary School, Gilroy USD
- CHPS Research/Certifications, Los Altos SD
- Facility Condition Assessments/Recommendations - Campus Conversion/Modernizations, Waldo Technology, Cotati-Rohnert Park USD
- Facility Condition Assessments/Recommendations - Modernizations, Kensington Elementary, West Contra Costa USD
- Facility Condition Assessments/Recommendations - Campus Rebuild/New Gymnasium/Support Spaces, El Cerrito High, West Contra Costa USD

Education: B. Arch., Cornell University, Cornell, NY

Registration: Architect, CA: C30583, LEED AP

Consultant Team Overview

Listed below are proposed consultants that HY Architects has chosen specifically for this project for their experience and ability to collaborate and create the best possible deliverable. HY Architects has built solid professional relationships with these firms and has successfully completed numerous projects with them for many clients including the Oakland Unified School District (USD). They will not only effectively help to fulfill the SLRBE/LBE/SBE requirements on the project but will bring an unprecedented level of expertise.



Alter Consulting Engineers (VSLBE) was founded by three passionate engineers who have a history of collaboration in HVAC and plumbing design for High Performance and Zero Net Energy building design. With a combined 30 years' experience, Alter Consulting Engineers is well-versed to tackle projects of a wide variety of scales and scopes. With a long history of working in the state of California, our team is well-versed in Title 24 and CalGreen requirements. We have comprehensive experience in design drawing creation as well as design-build hand-offs, MEP concept development, and master planning. Our team has a special focus in energy modeling, which is extensively used in all parts of the design process to ensure our designs feature optimized efficiency.

Stefan Gracek, PE, Building Performance Engineer, *Alter Consulting Engineers*

Stefan has worked for over seven years as a building energy consultant and researcher. As a Building Performance Engineer, Stefan has filled a variety of roles focused on supporting the design of energy efficient buildings through energy modeling consulting directly to other engineers, utilities, and architects. He has previously led a team of energy modelers, been involved in numerous zero net energy projects, and overseen the energy credit certification of over 20 LEED projects. Stefan is experienced in K-12, office, civic, and residential building types. As a Co-Founder of Alter Consulting Engineers in 2018, Stefan has continued to provide his experience in energy modeling and low energy design, acting as both the head of building performance engineering and as a project energy modeler.

- MPR Energy Modeling, Claremont Middle School, Oakland USD
- Berkeley Tuolumne Camp Thermal and Comfort Analysis, Groveland, CA
- Laney College Theater Energy Modeling, Oakland, CA
- Hawaii Heat Abatement Thermal and Comfort Analysis, Waipahu, HI (with previous firm)

Education: M.S, Mechanical Engineering; B.S. Mechanical Engineering, Pennsylvania State University

Registration: Mechanical Engineer, CA: M38416

Matt Dehghani, PE, Mechanical Engineering, *Alter Consulting Engineers*

Matt has been working as a consulting engineer for 10 years, with a primary focus on high-performance MP building systems. Matt has excelled as a design engineer, serving as lead mechanical engineer for many high capital projects. As a mechanical engineer, Matt has led numerous low energy HVAC projects, and received first-hand experience designing and implementing low energy HVAC systems. He collaborates with architects to optimize building envelopes and contractors to control cost and ensure proper implementation of low energy systems. At Alter Consulting Engineers, Matt leverages his experience designing and consulting low energy and low-cost building systems to accelerate the industry towards a sustainable future. Below is a list of relevant experience:

- Leadership Public Schools Hayward
- MPR, Lead Elementary School, San Mateo Foster City School District
- MPR, Claremont Middle School, Oakland USD
- New Kitchen Sinaloa Middle School, Novato USD
- New Kitchen, Pleasant Valley Elementary School, Novato USD
- Campus Renovations, Olive Elementary School, Novato USD
- Campus Renovations, Lynwood Elementary School, Novato USD

Education: B.S Mechanical Engineering, B.S. Aerospace Science & Technology, University of California, Davis

Registration: Mechanical Engineer, CA: M36987



Tiffany Kane and Jose We, PE, as Principals, and Dave Morrow, as CAD Manager/Designer, have combined 80 years of electrical engineering services. Their state-of-the-art engineering and design services include: economic and feasibility studies, emergency power systems design, lighting design and engineering, communication/data and signal systems, fire alarm and security systems, electrical distribution systems for industrial, recreational, commercial, and institutional complexes, State of California, and Title 24 electrical documentation. Project types include K-12 schools, colleges, universities, to name a few. Prior to joining forces to create **WKM Electrical Consultants, Inc.**, Tiffany, Jose, and Dave worked 21, 18, and 12 years respectively together at the firm of WHM Inc. Engineering Consultants.

Jose L. We, P.E., Electrical Engineering, *WKM Electrical Consultants Inc.*

Jose L. We, P.E. is an Engineer with over 35 years of experience on an array of projects including: office buildings, universities, schools, colleges, industrial buildings, laboratories/clinics, municipal buildings, retail buildings, condominiums, hotels/motels, restaurants, churches and banks. He has extensive experience with DSA and CHPS projects. His project experience includes remodeling and new construction for K-12 for lighting, power, fire alarm, data networking and security systems. Mr. We's current and prior experience include the following:

- HVAC Replacement, Winton Middle School, Hayward USD
- HVAC Replacement, Bahia Vista School, San Rafael City Schools
- New HVAC Additions/Upgrades, San Rafael High School, San Rafael City Schools
- CTE Kitchen and MUR, Ralph Bunch Academy, Oakland USD
- Finishing Kitchen, Laurel Elementary School, Oakland USD
- District Standards, Berkeley USD
- Hercules Middle-High School Science /Culinary Arts, including Facility Assessment, West Contra Costa USD
- Assessment, Central Elementary School, Tracy USD
- Assessment, Blue Hills Elementary School, Cupertino USD
- Assessment, Montclair Elementary School, Cupertino USD

Education: Mapua Institute of Technology, Manila, Philippines

Registration: Electrical - State of California E-17369

SILVA COST CONSULTING, INC.

Silva Cost Consulting (SBE) was established in April 2002 to provide architects, engineers, and owners throughout the State of California, with accurate cost estimates that are representative of the current bid market. Silva Cost Consulting has a specialty in K-12 schools, university, and community center design work and long standing, working relationship with HY Architects. Silva Cost Consulting, Inc. is a certified small business.

Javier Silva, CPE, Cost Consulting, *Silva Cost Consulting, Inc.*

Javier has 26 years of estimating experience and a proven track record for preparing quality and accurate estimates for his clients. Javier has been involved in the estimating and management of \$15 billion dollars in construction projects. These projects include a wide variety of types, including Gymnasiums, K-12 Schools, community colleges, universities, libraries, correctional/judicial, medical, commercial, civic, and retail. Javier gained his experience by working for some of California's largest construction management and general contracting firms. To further solidify his understanding of construction estimating, he spent time in the field in a project management role. It is Javier's current responsibility to perform all estimating and marketing duties for Silva Cost Consulting, Inc. Among many other projects, Javier has consulting on the following Oakland Unified School District projects:

- HVAC Upgrades, Davidson Middle School, San Rafael City Schools
- HVAC Modifications, Ocean Shores Elementary School, Pacifica School District
- HVAC Upgrades, Cameron School, West Contra Costa USD
- HVAC Upgrades, Collins School, West Contra Costa USD
- HVAC Upgrades, Behai Vista School, San Rafael City Schools

Education: B.S Construction Management, California Poly State University, San Luis Obispo, CA

Registration: CPE: 1.4-000877-0812

CERTIFICATIONS

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 3341 • OAKLAND, CALIFORNIA 94612

Department of Workplace and Employment Standards

TEL: (510) 238-3970
FAX: (510) 238-3363
TDD: (510) 238-2007

14-Aug-2020

Certification Number **7009**

Hibser Yamauchi Architects, Inc.

Marcus Hibser
300 27th Street 2nd Floor
Oakland, CA 94612

RE: Recertification with the City of Oakland's Local/Small Local For Profit and Not For Profit Business Enterprise Program

Dear Marcus Hibser:

Based on our review of documents submitted, the City has determined that your firm qualifies for certification under the above Program as a:

*** LOCAL BUSINESS ENTERPRISE**

This certification will expire on **31-Aug-2022**

Your primary NAICS code 541310: Architectural Services

The City reserves the right to reevaluate your company at any time during the certification period to determine if your firm continues to meet the City of Oakland programs and definitions. You are advised that it is your responsibility to initiate the re-certification process.

Should you have any questions, please contact Ernestine Nettles at (510) 238-6160, and refer to the Certification Number as it appears above.

Very truly yours,

A handwritten signature in cursive script that reads "Shelley Darenburg".

Shelley Darenburg
Contract Compliance Supervisor

Department of Workplace and Employment Standards



City of Oakland

26-May-2020
Certification
Number **2017007488**

ALTER CONSULTING ENGINEERS

Matthew Delghan
1091 56th Street
Oakland, CA 94608

RE: Certification/Recertification with the City of Oakland's Local/Small Local For Profit and Not For Profit Business Enterprise Program

Dear Matthew Delghan:

Based on the Department of Workplace and Employment Standards' review of the documents submitted, it has been determined that your firm meets the Local and Small Local Business requirements for certification/recertification. As a result of that review your firm has been certified as a:

*** VERY SMALL LOCAL BUSINESS ENTERPRISE**

This certification will expire on **05-31-2022**

Your primary NAICS code is 541330: Engineering Services

The City reserves the right to reevaluate your company at any time during the certification period to determine if your firm continues to meet the City of Oakland programs and definitions. You are advised that it is your responsibility to initiate the re-certification process.

Should you have any questions, please contact Ernestine Nettles at enettles@oaklandca.gov, and refer to the Certification Number as it appears above.

Very truly yours,

Vivian Inman (for)

Shelley Darensburg

Contract Compliance Supervisor

Dalziel Building | 250 Frank H. Ogawa Plaza, 3rd Floor, Suite 3341 | Oakland, CA 94612

TEL: (510) 238-3970 | FAX: (510) 238-3363 | TDD: (510) 238-2007

Certification Profile

State of California Certification



Certification ID : 44546

Legal Business Name
SILVA COST CONSULTING INC

Doing Business As (DBA) Name1
SILVA COST CONSULTING INC

Doing Business As (DBA) Name2
Silva Cost Consulting, Inc.

Office Phone Number
916/444-1130

Business Fax Number
916/444-1131

Business Web Address
<http://www.silvacostconsulting.com> ()

Address
1521 CORPORATE WAY, SUITE 210
SACRAMENTO
CA 95831

Email:
jsilva@silvacostconsulting.com (mailto:jsilva@silvacostconsulting.com)

Total Number of Employees
2

Business Types
Service

Service Areas

Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Francisco , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

[View Keywords](#)

[View Classifications](#)

Applications

View Options

SB ▼ View Application

Ammend Options

SB ▼ Amend Application

[Apply for Certification](#)



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Indoor Air Quality (IAQ) and Comfort Improvements Pilot Project	Site	918
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Basic Directions

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

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

Contractor Name	Hibser Yamauchi (HY) Architects	Agency's Contact	Lee Pollard		
OUSD Vendor ID #	00265	Title	Principal-in-Charge		
Street Address	300 27th Street	City	Oakland	State	CA
Telephone	510-446-2222	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 #	22118				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	4-28-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	4-30-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$148,632.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
Fund 40	7814/9883	400-7824-0-9883-8500-6215-918-9180-9000-9999-22118	6215	\$148,632.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning & Management				
	Signature	Date Approved	3/30/2022		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Kelly M. Lozano Smith, as to form only	Date Approved	3/30/22		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	3/30/2022		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature Gary Yee	Date Approved	4-28-2022		