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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Dr. Gary Yee, Ed.D., Acting Superintendent and Secretary, Board of Education
By: Vernon Hal, Deputy Superintendent, Business Operations
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date March 12, 2014

Subject Agreement for Architectural Services - Byrens Kim Design Works - Madison Middle School Expansion - New Construction Project

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Action Requested Approval by the Board of Education of an Agreement for Architectural Services with Byrens Kim Design Works for Design Services on behalf of the District at Madison Middle School Expansion - New Construction Project, in an amount not-to exceed $1,864,300.00. The term of this Agreement shall commence on March 12, 2014 and shall conclude no later than March 12, 2018.

Background This project is for a new high school program at the Madison campus.

Local Business Participation Percentage 100.00%

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

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

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

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

Recommendation

Approval by the Board of Education of an Agreement for Architectural Services with Byrens Kim Design Works for Design Services on behalf of the District at Madison Middle School Expansion - New Construction Project, in an amount not-to exceed $1,864,300.00. The term of this Agreement shall commence on March 12, 2014 and shall conclude no later than March 12, 2018.

Fiscal Impact

Measure J Fund 21

Attachments

- Agreement for Architectural Services including scope of work
- Certificate of Insurance
- Madison MS Expansion-New Construction Proposal

AGREEMENT FOR ARCHITECTURAL SERVICES

OAKLAND UNIFIED SCHOOL DISTRICT

WITH

BYRENS KIM DESIGN WORKS

FOR

MADISON MIDDLE SCHOOL EXPANSION
NEW CONSTRUCTION PROJECT

FEBRUARY 7, 2014

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of February 7, 2014, between the Oakland Unified School District, a California public school district, ("District") and Byrens Kim Design Works ("Architect") (both collectively "Parties"), for the following project ("Project"):

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

Article 1. Definitions

1.1. In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:

1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.

1.1.2. **Architect**: The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect.

1.1.3. **As-Built Drawings ("As-Builts")**: Any document prepared and submitted by District contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders

1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.

1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

1.1.6. **Construction Budget**: The total amount indicated by the District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs.

1.1.7. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, financing or

other costs which are the responsibility of the District, including construction management.

1.1.8. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.

1.1.9. **District**: The Oakland Unified School District.

1.1.10. **DSA**: The Division of the State Architect.

1.1.11. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.

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

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

Article 2. Scope, Responsibilities, And Services Of Architect

2.1. Architect shall render the Services as described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**

2.2. Architect shall provide Services that shall comply with professional architectural standards including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, the California Code of Regulations, including the California Green Building Standards Code, effective 01/01/2011, and other amendments. All persons providing professional services hereunder shall be properly licensed as required by California law.

2.3. The District intends to award the Project to contractor(s) pursuant to a competitive bid process and a construction manager and/or contractor(s) may provide input to the Architect on the constructability and design features of the Project.

2.4. Architect acknowledges that all California public school districts are now or will soon be obligated to develop and implement the following storm water requirements, without limitation:

2.4.1. A municipal Separate Storm Sewer System (MS4). An MS4 is a system of conveyances used to collect and/or convey storm

water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

2.4.2. A Storm Water Pollution Prevention Plan (SWPPP) at:

2.4.2.1. Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.

2.4.2.2. Construction sites where:

2.4.2.2.1. one (1) or more acres of soil will be disturbed, or

2.4.2.2.2. the project is part of a larger common plan of development that disturbs more than one (1) or more acres of soil.

2.4.3. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required, Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this Subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.

2.5. Architect shall contract for or employ at Architect's expense, consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to, architects, mechanical, electrical, structural, civil engineers, landscapers, and interior designers, licensed as such by the State of California as part of the basic services under this agreement. The names of consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Architect's use of any particular consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any consultant employed by the Architect under terms of the Agreement. Architect shall require each of the consultants retained by it to execute agreements with the standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program, if

any. If the Architect employs consultant(s), the Architect shall ensure that its contract(s) with its consultant(s) include language notifying the consultant(s) of the District's Labor Compliance Program, if any.

2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.8. Architect shall provide Services required to obtain any local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.

2.9. Architect shall coordinate with the District's DSA Project Inspector(s).

2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Contactor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.

2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking RFI's, providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and contractors on each of the Projects. The District reserves the right to retain the services of a Program Manager or Construction Manager or both at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the governing board of the District. In addition, the District may have the Program Manager or Construction Manager perform a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.

2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:

2.13.1. Ground contamination or hazardous material analysis.

2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.

2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.

2.13.4. Historical significance report.

2.13.5. Soils investigation.

2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities [All blanks below must be filled in by Architect and approved by District]:

Principal In Charge: Byrens Kim Design Works
Project Architect(s): Byrens Kim Design Works
Major Consultants:
MEP: Integral Group
Civil: Lea & Braze Engineers
Structural: Kam Yan and Associates
Cost Consultant: Alma Strategies
Landscape: PGA Design

3.3. The Architect shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed

to interview and approve replacement personnel.

3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.

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

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

Article 4. Schedule Of Services

The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its consultant(s)' reasonable control.

Article 5. Construction Cost Budget

5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.

5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. The Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.

5.3. If any of the following events occur:

5.3.1. The lowest responsive base bid received is in excess of five

percent (5%) of the Construction Cost Budget, or

5.3.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget, or

5.3.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy, then the District, in its sole discretion, has one or a combination of the following alternatives:

5.3.2.1. Give the Architect written approval on an agreed adjustment to the Construction Cost Budget.

5.3.2.2. Authorize the Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.

5.3.2.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.

5.3.2.4. Within three (3) months time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.

Article 6. Fee And Method Of Payment

6.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount equal to One million, eight hundred sixty four thousand, three hundred dollars and no cents ($1,864,300.00)

6.2. District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**

6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**

6.4. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.

6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**

6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

Payment For Extra Services Or Changes

District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Architect's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, the Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that the Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two business days after the District receives confirmation of the request from the Architect.

Article 7. Ownership Of Data

7.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Architect or its consultants, prepares or causes to be prepared pursuant to this Agreement.

7.2. The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect or its consultants prepares or causes to be prepared pursuant to this Agreement.

7.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, the tape and/or compact disc format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

7.4. In order to document exactly what CADD information was given to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the Architect or Consultant(s) subsequent to it being given to the District.

7.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") which the District shall have the right to utilize in any way permitted by statute:

7.5.1. One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.

7.5.2. One set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.

7.5.3. One set of non-fixed image CADD drawing files in DXF or DWG or both format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.

7.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.

7.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

7.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall indemnify, defend and hold the Architect, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of that change or use except to the extent the Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect's consultants.

Article 8. Termination Of Contract

8.1. If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions that caused the District to terminate the Architect.

8.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.

8.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.

8.4. The Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective after receipt of written notice from Architect to the District. Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination.

8.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay the Architect only the fee associated with the Services provided, since the last invoice that has been paid and up to the notice of termination.

8.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, the Architect may terminate this Agreement by giving written notice.

Article 9. Indemnity/Architect Liability

9.1. To the furthest extent permitted by California law, Architect shall defend, indemnify, and hold free and harmless the District, its agents,

representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to, in whole or in part, the willful misconduct, recklessness, or negligent acts, errors, or omissions of Architect, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

9.2. Architect shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified parties in any Claim. Architect shall also reimburse District for the cost of any settlement paid by District arising out of any Claim. Architect shall reimburse the indemnified parties for any and all legal expenses and costs, including expert witness fees and consultant fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided to the extent caused by the above agreement to indemnify. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the indemnified parties. District shall have the right to accept or reject any legal representation that Architect proposes to defend the indemnified parties.

9.3. Any and all costs incurred by District, or for which District may reasonably become liable, to the extent caused by the negligence of Architect in its performance hereunder, including negligent delays, shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.

Article 10. Fingerprinting

Pursuant to Education Code section 45125.2, District has determined on the basis of scope of Services in this Agreement of this Project, that Architect, subcontractors, and their employees will have only limited contact with pupils at most. Architect shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

Article 11. Responsibilities Of The District

11.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.

11.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.

11.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

Article 12. Liability Of District

12.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

12.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 13. Nondiscrimination

13.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.

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

Article 14. Insurance

14.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**

14.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 15. Covenant Against Contingent Fees

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

Article 16. Entire Agreement/Modification

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

Article 17. Non-Assignment Of Agreement

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

Article 18. Law, Venue

18.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

18.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection

with or by reason of this Agreement.

Article 19. Alternative Dispute Resolution

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.

Article 20. Severability

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

Article 21. Employment Status

21.1. Architect shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

21.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.

21.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

21.4. Should a relevant taxing authority determine a liability for past services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any

amounts already paid by Architect which can be applied as a credit against such liability).

21.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.

21.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 22. Certificate Of Architect

22.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.

22.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.

22.3. Architect certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is $1,000 or more, the Architect agrees to fully comply with and to require its consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

Article 23. Cost Disclosure - Documents And Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars ($5,000).

Article 24. Notice & Communications

Notices and communications between the Parties to this Agreement may be

sent to the following addresses:

District:	**Architect:**
Oakland Unified School District	Dong Kim
Facilities Department	Byrens Kim Design Works
955 High Street	361-17th Street
Oakland, CA 94601	Oakland, CA 94612
ATTN: Tadashi Nakadegawa	ATTN: Dong Kim

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

Article 25. Disabled Veteran Business Enterprise Participation

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

Article 26. District's Right to Audit

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

26.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with all requirements of this Agreement.

26.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records,

documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

26.4. The Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit, all Project related accounting records and documents, and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.

26.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all subconsultants.

26.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 27. Other Provisions

27.1. The Architect shall be responsible for the cost of construction change orders caused directly by the Architect's willful misconduct or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for which the Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared construction documents. These amounts shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.

27.2. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District.

27.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

Article 28. **Exhibits A** through **E** attached hereto are hereby incorporated by this reference and made a part of this Agreement.

Article 29. **Roofing Certification (If Applicable)**

Architect shall execute the Roofing Certification attached hereto as **Exhibit "F"** for Services containing a roof repair or replacement project. Architect shall submit the Roofing Certification to the District prior to the time Services are engaged.

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

Susie Butler Berkley 2-12-2014

Susie Butler-Berkley

Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

ARCHITECT – BYRENS KIM DESIGN WORKS

2/7/14

By: Dong E. Kim Date

Its: President

OAKLAND UNIFIED SCHOOL DISTRICT

3-13-14

David Kakashiba, President, Board of Education Date

3-13-14

Dr. Gary Yee, Ed.D., Acting Superintendent and Secretary, Board of Education Date

2-21-14

Timothy E. White, Associate Superintendent, Facilities, Planning and Management Date

APPROVED AS TO FORM:

2-20-14

Cate Boskoff, Facilities Legal Counsel Date

File ID Number: 14-0416
Introduction Date: 3-12-14
Enactment Number: 14-0448
Enactment Date: 3-12-14
By:

Exhibit A

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

- **SCOPE OF PROJECT**

  The scope of the project is to provide a new high school complex, including twenty (20) classrooms, four (4) science labs, administrative offices, teacher offices, and multi-use spaces. Provide provisions for parking and exterior improvements. Improve the site vehicular traffic pattern.

- **BASIC SERVICES**

Architect agrees to provide the services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services, including Collaborative for High Performance Schools (CHPS) program registration and compliance per OUSD/CHPS guidelines, DSA/OPSC High Performance Incentive (HPI) Grant Program submission, if eligible, and PG&E's Savings By Design rebate incentive program, as applicable, furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.

2. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,

   a. Physical characteristics,

   b. Legal limitations and utility locations for the Project site(s),

   c. Written legal description(s) of the Project site(s),

   d. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

   e. Adjacent drainage;

   f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);

   g. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

   h. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;

   i. Surveys, reports, as-built drawings, record drawings; and

j. Subsoil data, chemical data, and other data logs of borings.

Architect shall **Visually Verify** this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

a. In the event that the Architect provides site information and documentation as an Additional Service to the contract, then Architect shall be fully responsible for the accuracy and quality of site documentation including site survey data, utility information, and all aspects site conditions as confirmed by the Architect.

3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology department, and lay out any included technology backbone system. Architect shall coordinate the design and layout of the Project improvements to include the integration of the District's Wide Area Network ("WAN"), also known as the Gigaman network. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring, from the utility provider network to the school, and the entire Local Area Network within the school. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.

4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Advise the District on lead times and availability of all specified Project equipment, materials, supplies, and furnishings to verify that all of these will be available to the District in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project.

5. **District Standards.** District Standards. Architect shall incorporate in to its work and the work of all consultants the adopted District Standards for facilities and construction including, but not limited to, OUSD/CHPS Guidelines, including Owner's Project Requirements and District Standards as Adopted by the Board of Education in Resolution 0607-0158. **Failure by Architect to incorporate**

Oakland Unified School District Standards as updated to latest OUSD CHPS Guidelines into its work and the work of all Architect sub consultants is deemed to be a material breach of this Agreement.

6. **Mandatory Assistance**
If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, and excepting any conflicts at interest, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance")

X CHPS VERIFIED PLUS HPI INCENTIVE WITH OPSC ELIGIBILITYTRACK

7. **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 OUSD CHPS Guidelines, and Owner's Project Requirements (OPR) based on incorporating required and voluntary design Criteria of the Collaborative for High Performance Schools ("CHPS")—2009 Criteria (or latest version per OUSD 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 OUSD as CHPS and HPI Programs develops, andverify 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.

a. The Architect and Subconsultants shall participate early on in two CHPS integrated design workshops, led by the District's CHPS Program Manager to establish OUSD 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 available, 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.

b. Whole building energy performance analysis with goal of 30% < CA 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.

c. The Architect shall assist the District in a timely manner, in preparing applications to the Division of State Architect and Office of Public School Construction which shall meet DSA/HPI submission requirements, including calculations demonstrating Acoustic Performance standards per OUSD/CHPS guidelines are met, and all required documentation required to meet CHPS Verified rating and receive funding under the DSA/OPSC High Performance Schools Incenitve 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 OUSD CHPS Program Manager.

X CHPS VERIFIED ONLY/ NO OPSC HPI ELIGIBILITY TRACK

7.**Collaborative for High Performance Schools ("CHPS") Criteria, CHPS Verified Program** As part of Basic Services, the Architect shall adhere to the District's OUSD CHPS Guidelines, and Owner's Project Requirements (OPR) based on incorporating required and voluntary design Criteria of the Collaborative for High Performance Schools ("CHPS")—2009 Criteria (or latest version per OUSD CHPS Guidelines,), into the project. As a part of Basic Services the Architect shall complete all documentation and submission requirements necessary for Registration and Design and Construction Submissions of the CHPS Verified Program. The Architect shall work with the District and OUSD CHPS Program Manager to confirm CHPS Verified review path and verify that the District's project meets the Owner's Project Requirements and OUSD CHPS Guideline goals for a CHPS Verified school project consistent with the District's budget.

a. The Architect and Subconsultants shall participate early on in two CHPS integrated design workshops, led by the District's CHPS Program Manager to establish OUSD 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" with credit documentation, concurrent with each design phase submittal. The status of project compliance and documentation submitted in relation to CHPS Verified credits shall be assessed with the District at the end of each phase of the work.

b. Whole building energy performance analysis with goal of 30% < CA 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 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.

c. The Architect shall complete steps as required by the CHPS Verified Program to achieve a CHPS Verified school project, including calculations demonstrating Acoustic Performance standards per OUSD/CHPS guidelines are met, and forward electronic pdf copies of all submissions and communications with CHPS, concurrently, to the District's Project Manager and OUSD CHPS Program Manager.

☐ **CHPS DESIGNED ONLY/OUSD CHPS GUIDELINES / MINOR MODERNIZATION SCOPE ONLY/ NO OPSC HPI ELIGIBILITY TRACK**

7.**Collaborative for High Performance Schools ("CHPS") Criteria, and OUSD CHPS Guidelines** As part of Basic Services, the Architect shall adhere to the District's OUSD CHPS Guidelines, and Owner's Project Requirements (OPR, based on incorporating required and voluntary design Criteria of the Collaborative for High Performance Schools ("CHPS")—2009 Criteria (or latest version per OUSD 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 OUSD CHPS Program Manager to verify that the District's project meets the Owner's Project Requirements and OUSD CHPS Guideline goals for a CHPS Verified school project consistent with the District's budget.

a. The Architect and Subconsultants shall participate early on in two CHPS integrated design workshops, led by the District's CHPS Program Manager to establish OUSD 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.

b. Whole building energy performance analysis with goal of 30% < CA 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.

c. The Architect shall complete and transmit the CHPS Designed Scorecard, including calculations demonstrating Acoustic Performance standards per OUSD/CHPS guidelines are met, and any documentation to the District in electronic format suitable for combination with a subsequent project(s) for potential future submission to the CHPS Verified Program to the District's Project Manager and OUSD CHPS Program Manager.

8. **Alternates.** As part of Basic Services, Architect shall design the Project to include alternates, either deductive or additive, in an amount equal to 10% of the budget for the Project. These alternates shall be identified in the Design Development Phase.

9. **Coordination with Local, State, Federal Agencies**. The Architect shall coordinate and assist in the preparation of all necessary documents and studies as required by the State Allocation Board ("SAB"), Office of Public School Construction ("OPSC"), Division of State Architect (DSA), California Department of Education ("CDE") and other local, state and federal agencies. The Architect shall also coordinate and assist the District in qualifying for utility rebates and funding including, but not limited to, energy rebates and applications to PG&E's Savings By Design program for all new buidings. The District shall be copied on all such documentation, correspondence and communications with utilities, local, state and federal agencies. The Architect shall also coordinate and assist the District in

obtaining required approvals from various public agencies and utility companies including, but not limited to, Department of Public Health, services from electric, gas, water, stormwater control or sanitary sewer, and telephone and cable TV public utilities. The Architect shall coordinate all local, state and federal agency requirements specific to the Project.

10. **Utility Services Verification.** The Architect shall prepare the documentation required to make points of connection to existing utility services provided by the public utilities. The Architect shall verify the capacity of existing utilities, or for any design or documentation required to make points of connection to existing utility services required for the Project, as well as verify all existing electric, gas, and water meter numbers and locations on site for coordination with the District's Portfolio Manager benchmarking efforts. Location and actual meter number(s) of any new meters installed with this scope of work shall be recorded on an 8 ½ "x 11" site plan of the project site and submitted to the District upon completion of meter installations.

- **PRE-DESIGN AND START-UP SERVICES**

1. **Project Initiation**

Upon final execution of the Agreement with the District, the Architect shall:

a. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit "C" to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts, CHPS workshops with CHPS , and DSA/OPSC HPI, OR "Joint CHPS/HPI" (as applicable) Scorecards and credit documentation, and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all reviewing or regulatory agencies and additional definition of deliverables.

b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

c. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.

d. Review applicable codes, building standards and Owner's Project Requirements (OPR) pertaining to the proposed Project design.

e. Identify design issues relating to functional needs, directives,and OPR that may be affected by constraints imposed by applicable regulatory codes, or standards, and communicate any issues in writing.

f. Based on survey and topography data provided by the District, develop existing conditions base and a site analysis plan for the Schematic Design Phase.

g. Administer Project as required to coordinate work with the District and between subconsultants. Submit a Basis of Design, with primary input from MEP subconsultants in response to Owner's Project Requirements provided by the District.

2. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops to develop the Architectural Program with construction Cost Budget, and as indicated below.

a. Participate in initial CHPS workshop facilitated by District CHPS Program Manager to develop preliminary CHPS/HPI scorecard(s) and review Owner's Project Requirements.

b. Conduct meeting with OUSD Buildings and Ground and Custodial/Maintenance staff as well as District Facilitites Project Manager and Site Principal to review Basis of Design and approach to building systems , and operations.

3. **Construction Cost Budget**

(i) Architect shall have responsibility to further review the Construction Cost Budget within the parameters of the Construction Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be prepared by the Program Manager and the Design Phase Manager and are to be based on the developed functional architectural programs as approved by the District. The Architect shall be responsible to review and advise on all elements of the Cost Estimates prepared by the District's management team. The following conditions apply to the Construction Cost Budget reviewed by the Architect:

(A) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.

(B) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

(C) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.

(D) The Architect shall review all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.

Prior to beginning each subsequent phase of the work the Architect shall verify in writing that they have reviewed Construction Cost Budget.

(E) Mechanical, electrical, civil and landscape consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

(iii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Program Manager and the Design Phase Manager. However, the Architect shall be responsible to provide review, and final acceptance of the Construction Cost Budget as the basis for continuing the proposed project design.

4. **Presentation**

Architect along with any involved consultant(s) shall present and review with the District and, if directed, with it's the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation with preliminary CHPS Scorecard.

5. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

a. Two copies of Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);

b. Two copies of Site Analysis Plan with Two copies of Conceptual Site Plan;

c. Two copies of Architect's concurrence with the revised Construction Cost Budget;

d. Two copies of final Schedule of Work;

e. Two copies of meeting Reports/Minutes from Kick-off and other meetings/workshops;

f. .Two copies of Basis of Design

g. Two copies of preliminary CHPS/HPI scorecard(s).

- **SCHEMATIC DESIGN PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts CHPS/HPI scorecard with design credit documentation updates and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.

2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

3. Confirm with the District and with approving agencies, including DSA, the overall packaging of the Project into increments or phases which will provide a complete project, including.definition of HPI incentive grant eligible portion(s), as applicable.

   a. Identify each of the Project increments and prepare a package of documents which is complete and coordinated with the overall project and all increments of the work which make up the complete project.

   b. For each increment of the work the following requirements shall apply, similarly at each subsequent phase of the Architect's service.

4. **Architectural**

   a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

   b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location orientation, type, and size of fenestration.

   c. As applicable, identify proposed roof system, deck, building envelope insulation system with R-values and drainage technique.

   d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.

   e. Identify code requirements, including identification of CALgreen mandatory and voluntary compliance, with occupancy classification(s) and type of construction.

f. Update CHPS/HPI scorecard and credit documentation to reflect Schematic Design

5. **Structural**

a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.

b. Identify foundation systems (including fill requirements, piles, caissons, spread footings); with preliminary sizing identified.

6. **Mechanical/Plumbing**

a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.

b. Select a minimum of two (2) low energy design approaches to HVAC systems that appear compatible with loading conditions and that meet the OPR for subsequent life cycle costing.

c. Show selected system on drawings as follows:

(i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.

(ii) Location and preliminary sizing and efficiency of all major equipment and any duct work in allocated spaces.

(iii) Schematic piping.

(iv) Temperature control zoning.and ventilation controls

d. Provide systems design narratives outlining specific criteria or approach to meet Basis of Design for the projects.

7. **Food Service.**

a. Provide as a part of Basic Services, preliminary designs for any Cafeteria and Food Service Kitchens, Warming Kitchens, service areas, and student/faculty serving lines.

(i) Coordinate work with the District's Food Services standards, identify Energy Star rated appliances/equipment, and meet with District staff to review preliminary designs and equipment.

(ii) Coordinate Food Services systems with Mechanical, Plumbing, and Electrical divisions.

8. **Electrical**

a. Calculate overall approximate electrical loads.

b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.

(i) WAN and LAN preliminary design to indicate coordination with network utility, site routing, sizes and locations of MDF space and individual building or floor IDF locations, proposed in-building routing approaches, preliminary room LAN components, including computer locations, presentation technology elements, Centralized Voice System components.

c. Show system(s) selected on drawings as follows:

(i) Single line drawing(s) showing major distribution system.

(ii) Location and preliminary sizing of all major electrical systems and components including:

(A) Load centers.
(B) Main panels.
(C) Switch gear.

d. Provide any systems design narratives updates outlining specific criteria or approach to meet Basis of Design for the projects.

9. **Civil**

a. Develop on and off Site utility systems such as sewer, domestic water system, stormwater management, storm drain, fire water lines and fire hydrants. Layout all proposed systems indicating all electric, gas, and water meters, tie-ins with existing on and off-site utilities. Provide the District with options for routing major utility systems, present options with anticipated costs and benefits to each of the proposed routes and system types.

(i) Meet with local Fire officials in the development of a preliminary Fire Access route on the site of the project and in the development of approved locations for on-site fire hydrants, Fire Dept connections, and fire water service routing and components.

b. Coordinate the Schematic Civil work of the project with each of the major Utility service providers. Schedule and attend a preliminary design meeting with each provider, which shall include but not be limited to:

(i) PG&E
(ii) EBMUD
(iii) SBC
(iv) Comcast
(v) Local Sanitary District
(vi) Municipal Utility Systems.

c. Identify surface improvements including roadways, walkways, bike lanes, parking (with assumed wheel weights), preliminary finish grades and drainage.

(i) Coordinate the work of the site development plans for the project with the District's Traffic Engineering Consultant.

d. Coordinate finish floor elevations with architectural site plan.

e. Develop and coordinate Stormwater Management Plan to meet compliance with local/county Water Resources Control Board and OUSD CHPS Guidelines.

10. **Landscape**

Develop and coordinate landscape design concepts, and entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements, stormwater management features, permeable and non-permeable paving, shade trees, and visual barriers.

11. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list, updated to latest OUSD CHPS Guidelines for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

12. **Construction Cost Budget**

In coordination with the Program Manager and the Design Phase Manager update the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.

(i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

b. The estimate shall separate the Project's building cost from site and utilities cost.

c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Program Manager and the Design Phase Manager. The Architect shall participate in Estimate review and shall accept the Construction Cost Budget as reflected in the Cost Estimate updates at this and each phase.

e. The Architect shall coordinate with the District's Program Manager and Design Phase Manager to further develop, review, and reconcile the Construction Cost Budget.

f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

13. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as required to complete the work of this phase of the project, and specifically as indicated below.

a. Community or Neighborhood review meeting conducted by the District with a complete presentation of the project.

b. CHPS integrated design workshop

c. Board of Education public meeting presentation.

d. City Council or other local agency presentation.

14. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

(2) Confirmation of Construction Cost Budget as prepared for this Phase;

(2) Meeting Reports/Minutes;

(2) Schematic Design Package with alternatives as may be required to consider all appropriate project options.

(2) A statement indicating changes made to the Architectural Program and Schedule.

(3) CHPS/HPI scorecard with documentation for Design Credits, including preliminary Daylighting analysis documenatation for CHPS credit EQ 1.1 updated to reflect Schematic Design

(4) Preliminary T24 whole building energy analysis reflecting Schematic Design plus list of Energy Conservation Measures (ECMs) with initial cost and projected cost savings and payback period.

DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

(1) Complete Schematic Design Color Presentation Package including PowerPoint presentation and mounted glossy boards with Site Plan, Floor Plans, Elevations, and any other drawings to fully indicate the project schematic design, indicating high performance school design features.

15. **Presentation**

a. Architect shall present and review with the District the detailed Schematic Design and CHPS documentation.

b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

c. The Architect shall meet with the Principal and the Site Committee of the school and shall attain the Principal's signature of approval of the design on one set of drawings including CHPS/HPI scorecard prepared by Architect.

d. Prior to approval of the project Schematic Design, the Architect shall meet with the District and make presentations to the District's Superintendent and Board of Education of the project schematic design with intended CHPS targets..

(i) Where the Superintendent or the Board request reasonable changes to the project the Architect shall incorporate such changes as a part of Basic Services and prior to advancing to the next phase of work.

- **DESIGN DEVELOPMENT PHASE**

1. Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Schematic Design Phase, of each of the increments which make up the whole project, the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:

2. **Architectural**

a. Demolition Plans. Where the project includes renovation of existing buildings Demolition Plans shall have a preliminary level of definition including general descriptions of areas of the buildings to be demolished, salvaged, and/or recycled for re-use as a part of the work.

b. Scaled, dimensioned floor plans with final room locations including all openings.

c. 1/8" scale building sections showing dimensional relationships, materials and component relationships.

d. Exterior Elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the project.

e. Identification of all fixed equipment, cabinets, shelves, casework to be installed in contract.

f. Interior Finishes identified and located within the rooms of all buildings.

g. Site plan completely drawn with beginning notes and dimensions including grading and paving.

h. Preliminary development of details and large scale blow-ups.

i. Legend showing all symbols used on drawings.

j. Floor plans identifying all fixed and major movable equipment and furniture.

k. Further refinement of Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

l. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:

(i) Light fixtures.

(ii) Ceiling registers or diffusers.

(iii) Access Panels.

m. Update CHPS/HPI scorecard and credit documentation to reflect Design Development

n. Response to Commissioning Agent comments on current Design

3. **Structural:**

a. Developed structural drawings with all foundation elements, and structural major members and elements defined, located and sized.

b. Establish final building and floor elevations.

c. Preliminary specifications.

d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.

e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic design criteria.

4. **Mechanical**

a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.

b. Major mechanical equipment should be scheduled indicating size and capacity.

c. Ductwork and piping should be substantially located and sized.

d. Plumbing Plans for project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the project.

e. Devices in ceiling should be located.

f. Legend showing all symbols used on drawings.

g. More developed Outline Specifications indicating quality level and manufacture.

h. Control Systems to be identified and laid out with requirements for wiring, devices, and system components included in the documents.

5. **Food Service.**

Update and develop preliminary designs for Cafeteria and Food Service Kitchens, Warming Kitchens, service areas, and student/faculty serving lines. Prepare equipment and fixture schedules, indicating Energy Star Appliances. Prepare

developed designs for special systems, finishes, materials, or details required to complete a full package of Food Services work in the project.

(i) Coordinate work with the District's Food Services standards and meet with District staff to review updated designs and equipment.

(ii) Coordinate Food Services systems with Mechanical, Plumbing, and Electrical divisions.

6. **Electrical**

All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels with photometrics, and clear lighting controls for CHPS/HPS credit EQ 1.3 Electric Lighting documentation meeting OUSD CHPS Guidelines

a. for each usable space.

b. All major electrical equipment should be scheduled indicating size and capacity.

c. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required.

d. Low voltage system designs fully developed including fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.

e. WAN and LAN systems developed to indicate network utility connections, sizes and locations of pullpull boxes, site routing for all underground system components, sizes and locations, and layouts of MDF spaces and individual building or floor IDF locations, proposed in-building routing approaches, confirmed room LAN components, including computer locations, presentation technology elements, Centralized Voice System components. Preliminary material and product specifications completed.

f. Legend showing all symbols used on drawings.

g. More developed and detailed Specifications indicating quality level and manufacture for all elements of the Electrical system.

7. **Civil**

a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, stormwater management, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.

b. Further refinement of Utility systems designs for on and off-site utility services to the project.

c. Further refinement of Schematic Design Phase roadways, walkways, bike lanes, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(i) Incorporate final comments and design proposals of the District's Traffic Engineering Consultant into the project documents.

8. **Landscape**

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover stormwater management features, and irrigation main distribution lines. Selection of site furnishings in accordance with District standards.

9. **Architect Review**

Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

10. **Construction Cost Budget**

a. Working with the Design Phase Manager and the Program Manager, who shall have primary responsibility to prepare Cost Estimates for the Project, review the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget for the Design Development Phase:

b. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.

c. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the primary responsibility of the Design Phase Manager and the Program Manager. The Architect shall participate in Estimate review and shall accept the Construction Cost Budget as reflected in the Cost Estimate updates at this and each phase. However, if Architect believes that the Design Phase Manager estimates are inaccurate, Architect shall inform the District of such belief. If the Cost Estimate exceeds the District's Construction Budget, Architect shall recommend revisions to bring the design within budget, and/or provide Life Cycle Cost Analysis to demonstrate long-term cost savings for evaluation with District.

d. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

11. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

(2) Design Development drawing set from all professional disciplines necessary to deliver the Project.

(2) Specifications.

(2) Updated CHPS/HPI scorecard with documentation for Design Credits, including preliminary Daylighting analysis documenatation for CHPS credit EQ 1.1 updated to reflect Design Development.

(2) Updated T24 whole building energy analysis reflecting Design Development plus list of Energy Conservation Measures (ECMs) incorporated.

(2) Response to Commissioning agent's comments on current Design

(2) Architect's agreement with reconciled and revised Construction Cost Budget.

(2) DSA file, including <u>all</u> correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

12. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

The Architect shall also meet with the Principal and the Site Committee of the school and shall attain the Principal's signature of approval of the developed design on one set of drawings prepared by Architect.

- **CONSTRUCTION DOCUMENTS PHASE**

1. Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

   Construction Documents ("CD") 100% CD's, DSA Submittal Package: Architect shall verify that all of the work of the project as indicated on the construction documents is complete, fully coordinated among the disciplines and meets the requirements of the Division of the State Architect for final submission and plan review of the project.

   No separate 50% CD package shall be required for this project. The Architect shall initiate and coordinate an in-house 50% CD review with the District, and Design Phase Managers, including OUSD CHPS Program Manager and Commissioning Agent. This review shall include mandatory attendance by all of the Architect's sub-consultants and each shall present work-in-progress drawings, specifications, tables, calculations, sketches, CHPS and/or HPS Scorecard with all credit documentation, or other material clearly indicating that the work has progressed to the 50% CD phase.

2. **Architectural**

a. Completed site plan. Site plan developed to show all building and improvement locations, all topographical elements and existing/proposed contour lines.

(i) Architectural site plans indicating the project phasing, locations of temporary housing if any, and coordinated fully with Landscape Plans, and Civil Plans.

(ii) Demolition Plans. Where the project includes renovation of existing buildings the Construction Documents Demolition Plans shall be fully developed and coordinated among all disciplines of the project to clearly define all areas of demolition, identify any deconstruction and quantify salvaged materials for re-use on or off-site, on the Demolition Plans.

(A) Demolition Plans for full buildings, whether a part of the full package or a separate package for Construction shall be complete and fully coordinated indicating:

(1) All buildings and site elements to be demolished, deconstructed, salvaged or recycled on -site, and/or recycled or removed;

(2) All underground utilities, piping, footings, and other structural or non-structural elements which will impact the work;

(B) Demolition Plans. Coordination with District's Hazardous Materials removal plans shall be complete at the end of this phase. Architect shall have reviewed with the District's Consultant all Hazardous Materials surveys and reports and clearly indicated to the Consultant any impacts due to the

demolition of existing building elements required by the project. Architects plans shall reference Hazardous Materials abatement plans and specifications to be incorporated into the Construction Document set.

(iii) Completed floor plans, elevations, and sections. Elevations (exterior and interior) developed to clearly indicate all work and reference all details, materials, schedules, and special conditions which form the basis of the work, sections and floor plans corrected to reflect design development review comments.

(A) Floor plans, elevations and sections coordinated referencing all relevant details of the work.

(B) Floor plans, elevations, and sections developed to incorporate plan review comments by the District, cost estimators, and Constructability Reviewers.

(iv) Architectural details and enlarged plans and details fully completed to indicate the detailed relationships of the elements of the work, materials, construction sequences, structural requirements, finish elements, and fully coordinated among all of the disciplines.

(v) Finish, door, window, and hardware schedules completed, including all details, system types, special conditions and District requirements or standards referenced and coordinated among all the disciplines of the project.

(vi) Site utility plans completed.

(vii) Fixed equipment, cabinets and casework details and identification completed. Schedule complete with proper references to details, sizes, configurations and standards.

(viii) Reflected ceiling plans completed and coordinated with floor plans, electrical lighting plans, schedules, details, and mechanical and electrical systems and controls.

Incorporate all information and site designs related to temporary housing, where applicable.

Structural

(ix) Structural floor plans and sections with detailing completed. Complete wall sections for each structural system location.

(x) Structural calculations completed.

(xi) Structural footing and foundation plans, floor and roof framing plans with detailing completed.

(xii) Special structural systems designed and detailed including all required bracing for shelving, special systems, brackets, and incidental elements of the design.

(xiii) Lateral force resisting system calculations completed with system design fully developed and detailing completed and fully coordinated with architectural and other disciplines of the project.

(xiv) Structural designs, members and systems fully coordinated by Structural Engineer with other disciplines of the project.

(xv) Completed cover sheet with general notes, symbols and legends.

b. **Mechanical**

(i) Mechanical calculations completed with all piping and ductwork sized.

(ii) Large scale mechanical details completed, clearly referenced on plans and schedules, and coordinated with architectural disciplines, electrical, and structural engineering for the project.

(iii) Mechanical schedule for equipment fully completed, with District reviews and approvals for all specified systems completed.

(iv) All Mechanical systems fully coordinated with requirements for Electrical and Low Voltage service including Mechanical Controls, Fire safety systems.

(v) Complete energy conservation calculations and report meeting, or exceeding, the requirements of California State Title 24. Coordinate work of this portion of the project with the District's Energy Consultant to ensure that the project meets the Office of Public School Construction ("OPSC") requirements for inclusion in the special energy funding pool available to the District. This will require special design and coordination of the project design with the District's Consultant.

(vi) Plumbing systems fully designed with all piping and system elements indicated. Plumbing Fixture Schedule fully completed with District reviews and approvals for all specified systems completed.

(vii) Complete design of Energy Management System ("EMS")."

c. **Food Service**

(i) Completed, fully developed, detailed, and coordinated Food Services documents for the project.

(A) All equipment scheduled and coordinated with power, fire suppression, exhaust, control, mounting, wiring, and finishing details and standards included in the documents.

(B) Materials scheduled. and list of equipment and fixtures schedules indicating Energy Star appliances.

(C) Final review by the Contra Costa Health Department must be completed prior to completion of the Construction documents phase.

d. **Electrical**

(i) Lighting, power, signal and communications plans showing all switching and controls. Fixture schedule and lighting details completed. Include any updated photometrics to demonstrate meeting of EQ 1.1 Daylighting.

(ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

(iii) All electrical equipment schedules completed.

(iv) Special system components plans completed.

(v) Electrical load calculations completed.

(vi) Complete design of low voltage systems. Low voltage systems include fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.

(A) Completed system designs to include riser diagrams, single line diagrams, logic and system structure diagrams.

(B) Completed low-voltage system specifications and manufacturer requirements incorporated into the documents.

(vii) WAN and LAN systems and components fully design and completely developed and detailed to indicate network utility connections, sizes and locations of pullpull boxes, site and routing for all underground system components, sizes and locations, and layouts of MDF spaces and individual building or floor IDF locations, proposed in-building routing approaches, completed and scheduled room LAN components, including computer locations, presentation technology elements, Centralized Voice System components. Final material and product specifications completed after coordination with the District's Technology Consultant.

e. **Civil**

Fully defined development of on and off site utility systems for sewer, electrical, water, stormwater management, storm drain and fire water. Including, without limitation, pipe sizes, materials, invert elevation location and installation details for all civil and site utility systems.

(i) Fully coordinated and completed construction documents showing the work of the project with each of the major Utility service providers. Indicate to District that each of the listed major Utility service providers has reviewed the project work and approved routing, connections, and on-site improvements and off-site connections as meeting the providers design standards.

(A) PG&E
(B) EBMUD
(C) SBC
(D) Comcast
(E) Local Sanitary District and other Municipal Utility Systems.

Fully completed details approved by and reviewed with each of the providers incorporated into the project.

Fire access routes, fire water systems fully approved and coordinated with local agencies having jurisdiction.

All site plans, site utilities, parking, bike lanes, walkway, accommodations and utilities for applicable temporary housing, and roadway systems fully completed and detailed.

f. **Landscape**

All landscape, hardscape, stormwater management, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.

g. **Construction Cost Budget**

h. Working with the Design Phase Manager and the Program Manager, who shall have primary responsibility to prepare Cost Estimates for the project, review the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget for the Construction Documents Phase:

i. Construction Documents Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.

j. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the primary responsibility of the Design Phase Manager and the Program Manager. The Architect shall participate in Estimate review and shall accept the Construction Cost Budget as reflected in the Cost Estimate updates at this and each phase. However, if Architect believes that the Design Phase Manager estimates are inaccurate, Architect shall in form the District of such belief. If the Cost Estimate exceeds the District's Construction Budget, Architect shall recommend revisions to bring the Design within budget, and/or provide Life Cycle Analysis to demonstrate long-term cost-savings for evaluation with District..

(i) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 0% in the cost estimates.

k. **Specifications**

(i) Complete development and final preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project in accordance with Section 2.17 of this Agreement.

(ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

(A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or

(B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400

(iii) Specifications shall not contain restrictions that will limit competitive bids other those required for maintenance convenience by the District and only with District's prior approval.

(iv) At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.

(v) Coordination of the Specifications with specifications developed by other disciplines.

(vi) Specifications shall be in CSI format

(vii) Architect shall review and incorporate the Division 0 and Division 1 Specifications developed by the District into the Project documents.

(A) Architect shall prepare and complete sections of the Division 1 as required by the District for the Project: Summary of Work, or any other Divisions which may require the Architect's input for the full coordination of the Project documents.

l. **Constructability Review**

The District shall conduct a Constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report.

1. Architect and all sub-consultants shall attend Constructability review meeting(s) to review comments and after completion of changes to the documents shall meet with the reviewers and confirm that all applicable comments have been incorporated into the plans.

    a. Incorporation of the comments shall be in a timely fashion coordinated with the completion of DSA Backcheck comments to provide the District with a fully coordinated set of documents for bidding and construction.

m. **Deliverables and Numbers of Copies**

Architect shall provide to the District one hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

(2) Reproducible copies of working drawings

(2) Specifications,

(2) Updated CHPS/HPI scorecard(s) with full documentation for all Prerequisites and Credits targeted, including final Acoustics Performance and Daylighting analysis documentation for CHPS credits EQ 3.1, and EQ 1.1 updated to reflect final Design

(2) Updated T24 whole building energy analysis plus for submittal for PG&E's Savings By Design rebate program, reflecting final Design plus list of Energy Conservation Measures (ECMs) incorporated.

(2) Response to Commissioning agent's comments on Final Design

(2) Engineering calculations

(2) A statement indicating acceptance of the Revised Construction Cost Budgets developed and reconciled during this phase.

(2) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes.

(2) DSA file including all correspondence, meeting, back check comments, checklists to date.

(2) A statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. **Construction Documents (CD) Final Back-Check Stage**

a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments and all Owner and any Commissioning Agent's review comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:

(i) Drawings: Original copies of all drawings with each Architect/consultant's State license stamp.

(ii) Drawings: Electronic format submitted to the District on PS2.

(iii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.

c. Architect shall update and refine the consultants' completed Construction Documents.

d. Architect shall submit final CHPS/HPI scorecard(s) as approved by DSA/HPI with any DSA/HPI correspondence and final HPI-1 form, as well as approved CHPS Verified Design credits, if applicable, with any additional documentation submitted for all Prerequisites and Credits targeted.

e. **Meetings** During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

- **BIDDING PHASE** It's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Bidding Phase services for District as follows:

1. Assist the District during the Bidding Phase by coordinating responses to questions related to the drawings and specifications for the Project.

2. In conjunction with the Design Phase Manager and the Program Manager who shall have primary responsibility for Bidding Phase management, coordinate the development of the bidding timing, walkthroughs, procedures and be responsible for the construction contract documents prepared for the District.

3. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.

4. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.

   a. Coordinate issuance of all Addenda for the project with the Program Manager. Meet all legally required deadlines for information changes to bidders.

5. Attend bid opening.

6. Coordinate with sub-consultants regarding updates, modifications, changes, and Addenda to the drawings.

7. Respond to District questions and clarifications.

8. Assist the district in completing Architect's portions of any SAB forms with HPI-1 forms attached, for OPSC funding.

9. **Deliverables and Number of Copies**

   Architect shall provide to the District one hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

   (2) Meeting report/minutes from kick-off meeting;

   (2) Meeting report/minutes from pre-bid site walk;

   (2) Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

- **CONSTRUCTION ADMINISTRATION PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Construction Administration Phase services for the District as follows:

1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase, or upon the District's terminating the Agreement, whichever is earlier.

2. During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

3. **Submittals**

   a. Architect shall review and take appropriate action upon contractor's submittals such as: shop drawings, Project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents, including documented CHPS/HPI credits..

   b. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This 21-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.

4. **RFIs**

   a. During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.

5. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance.

6. **As-Built Drawings.** Architect shall review and evaluate for District, the contractor(s)' recorded changes which the contractor(s) should prepare and submit as As-Built Drawings. As-Built Drawings are documents that show changes made during the construction project, including changes necessitated by change orders, and recorded by the District's construction contractor(s) on a Conforming Set.

7. **Record Drawings.** The Architect shall incorporate all information on the As-Built Drawings and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of drawings all changes from the As-Built Drawings, sketches, details, and clarifications including without limitation all requests for information and change orders based upon the construction contractor's representations of actual construction. The Architect shall deliver the Record Drawings to the District at completion of the construction in the format acceptable to the District and it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the Record Drawings:

> These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.

8. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.

9. Architect shall also provide, at the District's request and at no additional cost to the District, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work for a period of six months following the completion of work.

10. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

11. **Deliverables and Number of Copies**

Architect shall provide to the District one hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

(2) Meeting report/minutes from kick-off meeting;

(2) Observation reports;

(2) Weekly meeting reports which reflect substantive Architectural, Commissioning or CHPS/HPI issues discussed.

(2) Final acoustics performance testing report and CHPS/HPS documentation to verify CHPS EQ 3.1 is met.

12. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

- **CLOSE OUT PHASE**

1. As the Construction Administration Phase progresses, the Architect shall perform the following Close Out Phase services for the District as required:

a. Architect shall review the project and observe the construction as required to determine when the contractor has completed the Project and shall prepare punch lists of items that remain in need of correction or completion.

b. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.

c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA on the Project.

d. Architect shall obtain all required DSA approval on all change orders and addenda to the contractor's contract. Final Closeout and Certification of the Project with the DSA shall be a condition precedent to the Architect receiving final payment on the project.

e. Architect shall prepare a final verified report for the Project.

f. Architect shall prepare a set of As-Built Drawings for the Project utilizing the Record Drawings.

g. Architect shall review and prepare a package of all warranty and M&O documentation.

h. Architect shall organize electronic files, plans and prepare Project binder.

i. Architect shall coordinate all Services required to close-out the Project with the District and between consultants.

j. Architect shall, prior to final payment and at its own expense, provide the District with two copies on CD-ROM of the final DSA approved, bound .DWG, .PDF or .TIF format Drawings.

2. The District shall prepare and record with the County Recorder a Notice of Completion for the Project.

3. **Deliverables and Number of Copies**

(2) Punch lists for each site before any Building Flush-out

4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

- **MEETINGS / SITE VISITS / WORKSHOPS**

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops, as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings during the entire design phase with its consultant(s). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.

2. **General Meeting, Site Visit, and Workshop Requirements**

   a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.

   b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

   c. As required, Architect shall provide to the District copies of all documents or other information needed for each meeting, site visit, and workshop. These copies shall be a reimbursable expense.

   d. Meeting times shall be as required to complete the work and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

3. **Meetings During Project Initiation Phase**

   a. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting for all sites to determine the Project intent, scope, budget and timetable, which shall encompass the following:

      (i) The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.

      (ii) The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.

      (iii) During this meeting, the Architect shall:

         (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

(B) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

(C) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

(D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

4. **Initial Site Visits meetings and site reviews as required without limitation to correctly inventory and identify all pertinent elements of the existing site and buildings for consideration as a part of the Project.**

a. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.

5. **Meetings During Architectural Program**

a. Architect shall participate in one public community information site meeting, per site, to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction.

b. Architect shall conduct one site visit/meeting, per site, with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.

c. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

6. **Meetings During Schematic Design Phase**

a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct ongoing design meetings, with the District's facilities team and site personnel to complete a basic design framework of the Project. These workshops (Site Committee Meetings) shall be ongoing and may include several meetings and shall not be concluded until the principal has indicated his or her acceptance with the Architect's preliminary design. These Site Committee Meetings shall include the following:

(i) Architect shall designated its team member duties and responsibilities;

(ii) Architect and District shall review District goals and expectations;

(iii) District shall provide input and requirements;

(iv) Architect and District shall review Project scope and budget;

(v) Architect shall, on an ongoing basis, prepare updated plans, drawings, sketches, renderings to respond to proposed Project configurations during this phase;

(vi) Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;

(vii) Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.

7. **Meetings During Design Development Phase**

a. At the time designated for completion of the Design Development package, Architect shall conduct ongoing meetings, per package of submittal, as required to complete the work of this phase, with the District to review the following:

(i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

(ii) Architect and District shall review Project scope and budget.

b. **Value Engineering Workshop**

If the Project is shown to be over the District approved construction cost budget, the Architect shall participate in and coordinate with up to two (2) value engineering workshops, as requested by the District, including all Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase.

8. **Meetings During Construction Documents Phase**

a. Prior to the fifty percent (50%) CD design package, Architect shall conduct meetings as required, per package of submittal, with the District to revise the Design Development package and receive comments.

b. **50% CD Review Meeting.** In lieu of a 50% CD submittal, the Architect shall initiate and coordinate an in-house 50% CD review with the District, Construction Manager, Design Phase Managers. This review shall include mandatory attendance by all of the Architect's sub-consultants and each shall present work-in-progress drawings, specifications, tables, calculations, sketches or other material clearly indicating that the work has progressed to the 50% CD phase.

c. After the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct additional meetings, per package or submittal, with the District to review the following:

(i) Not used

(ii) Architect and District shall provide further review of Project scope and budget;

d. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meetings as required, per package or submittal, with the District to review the following:

(i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.

(ii) Architect and District shall provide further review of Project scope and budget.

9. **Meetings During Bidding Phase**

a. Attend and take part in 2 pre-bid meetings with all potential bidders, District staff, and Program Manager, the Construction Manager and/or Design Phase Manager.

b. Conduct one kick-off meeting, per site, with the successful bidder for each project package, District staff, and Program Manager, Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

10. **Meetings During Construction Administration Phase, plus weekly project meetings until entire project is complete.**

a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the Project. Architect may coordinate these site visits so that it observes more than one site on one site visit to the District.

b. Conduct weekly project meetings with District staff to review with District staff the progress of the work. Construction phase meetings shall be as required to complete the work in conformance with the District's proposed schedule for construction, for each of the project phases identified. Extension of the established construction schedule may be justification for additional services unless such extension is the result of the Architect's negligence, errors, or omissions.

c. Architect shall ensure that consultant(s) visit the site in conformance with their agreement and that sub-consultant agreements shall reference District requirements for Construction Phase services.

11. **Citizens' Bond Oversight Committee Meetings**

Architect acknowledges that the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend one District citizen bond oversight committee meeting and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

12. **Governing Board Meetings**

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend up to two District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA WORK

The following Extra Work to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

A. Making revisions in drawings, specifications, or other documents when such revisions are:

1. Inconsistent with approvals or instructions previously given by the District.

2. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.

3. Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.

B. Providing Work required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.

C. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing Work required in connection with replacement of that work.

D. Providing Work made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).

E. In the absence of a final Certificate of Payment or Notice of Completion, providing Work more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.

F. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor.

G. Providing Work as directed by the District that are not part of the Work of this Agreement.

H. Providing Work as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

I. Providing training, adjusting, or balancing of systems and/or equipment

J. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for extra Work and shall not be changed for the term of the Agreement.

Job Title	**Hourly Rate**
Principal In Charge:	
Project Director:	
Project Architect(s):	
Project Architect(s):	
Other	
Other	
Other	
Other	

K. The mark-up on any approved item of Extra Work shall not exceed five percent (5%).

EXHIBIT "C"

SCHEDULE OF WORK

A. Promptly after the execution of this Agreement, the Architect shall prepare and submit for approval to the District a Schedule of Work showing the order in which Architect proposes to carry out Architect's work ("Schedule of Work"). The Schedule of Work shall apply to the completion of all Work listed hereunder within the times established by this Agreement. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the District along with the monthly billing.

B. Architect shall complete all Work and Services required under the Development of Architectural Program section within **30 calendar days** after written authorization from the District to proceed.

C. Architect shall complete all Work and Services required under the Schematic Design Phase within **60 calendar days** after written authorization from District to proceed.

D. Architect shall complete all Work and Services required under the Design Development Phase within **120 calendar days** after receipt of a written authorization from District to proceed.

E. Architect shall complete all Work and Services required under Construction Documents Phase within **365 calendar days** after written authorization from the District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with the Construction Documents back-check stage.

1. 50% Submittal Package _____ **calendar days**
2. 100% Submittal Package _____ **calendar days**
3. Final Contract Documents after Final Back-Check Stage _____ **calendar days**

F. The durations stated above include the review periods required by the District and all other regulatory agencies.

G. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Work are imposed by the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Work if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

EXHIBIT "D"

PAYMENT SCHEDULE

A. **Compensation**

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Work incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A."** or any other direct or indirect expenses incident to providing the Work. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.

2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.

3. District shall pay Architect as follows for all Work contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	**Phase Amount**
Pre-Design/Architectural Program Development Phase	2.5%
Schematic Design Phase	10%
Design Development Phase	17.5%
Construction Documents Phase-Submittal to DSA Approval by DSA	30% 5%
Bidding Phase	2%
Construction Administration Phase	23%
Close Out Phase	10%
Generate Punch List 2%	
Sign Off On Punch List 2%	
Receive and Review All M & O Documents 2%	
Filing All DSA Required Close Out Documents 2%	
Receiving DSA Close Out, including DSA approval of the final As-Built set of drawings 2%	
TOTAL BASE COMPENSATION	**100%**

B. **Method of Payment**

1. Invoices shall be on a form approved by the District and are to be submitted in triplicate to the District via the District's authorized representative.

2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its consultant(s).

3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

4. Upon receipt and approval of Architect's invoices, the District agrees to make payments within thirty (30) days of receipt of the invoice as follows:

a. **Pre- Design/Architectural Program Development Phase:**

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

b. **For Schematic Design Phase:**

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

c. **For Design Development Phase:**

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

d. **For Construction Documents Phase:**

Monthly payments for percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

e. **For Bidding Phase:**

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.

f. **For Construction Administration Phase:**

Monthly payments for the percentage of Work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's notice of completion.

g. **For Close Out:**

Lump sum payment thirty-five (35) days after completion of all items in this phase.

h. **Format and Content of Invoices:**

Architect acknowledges that the District requires Architect's invoices to include detailed explanations of the Work performed. For example, a six hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, and change order.

For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

EXHIBIT "E"

INSURANCE REQUIREMENTS

A. Architect shall procure prior to commencement of the Work of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Architect, his agents, representatives, employees and consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by the District.

B. **Minimum Scope and limits of Insurance**: Coverage shall be at least as broad as the following scopes and limits:

1. **Commercial General Liability.** One million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Commercial Automobile Liability, Any Auto**. One million dollars ($1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation Liability**. For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One million dollars ($1,000,000) per accident for bodily injury or disease. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

4. **Employers' Liability**. For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of One million dollars ($1,000,000) per occurrence. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

5. **Professional Liability**. This insurance shall cover the prime design professional and his/her consultant(s) for Two million dollars ($2,000,000)

aggregate limit subject to no more than Ten thousand dollars ($10,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter.

C. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

D. **Deductibles and Self-Insured Retention**: The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds _____thousand dollars ($__,000). At the option of the District, either:

1. The District can accept the higher deductible;

2. The Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or

3. The Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. **Other Insurance Provisions**: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, the District's Program Manager, Construction Manager, or both, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2. For any claims related to the projects, the Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

4. The Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

F. **Acceptability of Insurers**: Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Architect shall

inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:

1. The District can accept the lower rating; or

2. Require the Architect to procure insurance from another insurer.

G. **Verification of Coverage**: Architect shall furnish the District with:

1. Certificates of insurance showing maintenance of the required insurance coverage; and

2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commence.

EXHIBIT A

BYRENS KIM DESIGN WORKS
361 17TH STREET OAKLAND CA 94612 510-452-3224

January 28, 2014

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

RE: Proposal for Architectural and Engineering Services
For Madison Middle School Campus Expansion Project

Dear Eric,

Thank you for the opportunity to provide this Architectural and Engineering service proposal for the Madison Middle School Campus Expansion project. Needless to say, we are extremely enthusiastic about the opportunity to provide a value added project delivery to the Madison Middle School Campus Expansion Project. We fully acknowledge the District and the Site's intent to create a vibrant multi-grade campus that is welcoming, safe, and sustainable to serve the student needs. As you are aware, we have completed a series of campus improvements over the recent years, including a campus wide modernization, a school based health center, and various temporary classroom expansion projects. Our in-depth knowledge of the campus will be utilized to meet the new Campus Expansion project goals.

Based on the preliminary information provided by the District, we believe the following description summarizes the project intent.

- Provide a new high school complex for ±400 to 500 students
- New building to include approximately 20 classrooms, 4 science labs, administrative offices, teacher offices, possible multi-use room, and support spaces.
- Provide provisions for parking improvement and exterior improvements.
- Improve site vehicular traffic pattern.
- Preliminary construction budget of $18.9 million.

We understand that the project scope listed herein is preliminary in nature. Our service will include an assessment of existing conditions, and working with the District to generate a detailed program documents similar to an education specification.

We fully acknowledge and support the District's goal to utilize Local Business Participation to create state of the art sustainable facilities. Our team is gather to specifically meet this requirement. The following is the list of team members based on the preliminary information.

Byrens Kim Design Works	Architects	(Small Local Resident Business Enterprise)
Lea & Braze Engineers	Civil Engineers	
PGA Design	Landscape Architects	(Local Business Enterprise)
Kam Yan and Associates	Structural Engineers	(Small Local Business Enterprise)
Integral Group	MEP Engineers	(Local Business Enterprise)
Alma Strategies	Cost Consultant	

Our intended goal is to provide +87% LBE/SLBE/SLRBE participation. The following is the proposed goal breakdown;

SLRBE	47%
SLBE	12%
LBE	28%
TOTAL	87%

In addition to the local business participation goals, we also understand the District's goal to pursue sustainable building practices. We are currently working with Integral Group on a project. They are Local Business Enterprise who are regarded as innovative leaders in deep green, sustainable building practices. We intend to fully pursue Collaborative for High Performance School (CHPS) Verified certification. In addition, it is our intent to include photovoltaic system design and water reclaim system design. The design fees associated with these tasks are included in this proposal.

The following illustrates the anticipated services to be included in this proposal.

The **Programming** includes the following tasks:

- Review existing program elements and site conditions
- Collaborate with the District and the Site administration to generate program goals intent.
- Coordinate with the District to acquire site documentation, i.e. survey, geotechnical report, site utility information, and etc.
- Conduct community meetings if required.
- Preliminary review with DSA, City of Oakland, and other agencies based on possible issues arising from program elements.
- Generate programming documents to confirm project elements
- Generate a preliminary cost estimate.

The **Schematic Design** includes the following tasks:

- Generate schematic design package based on the approved program documents.
- Generate sustainable project intent and program elements.
- Conduct required District/User meetings to update the development.
- Review site utility upgrade requirement including power, waste water, storm water, fire water, and etc. Initiate utility improvement coordination with various organizations.
- Consider opportunities for utilizing pre-fabricated structure vs. site built structure.

- Update cost estimate.

The **Design Development** includes the following tasks:

- Collaborate with the District on project progress.
- Generate design development documents.
- Coordinate design development with the District Facilities and the OUSD Design Standards.
- Assist the District in filing utility improvement applications.
- Update cost estimate.

The **Construction Documents** includes the following tasks:

- Generate construction document package suitable for DSA approval and the public Design-Bid-Build contracting requirement.
- Provide construction cost estimates.
- Initial CHPS project application.

The **Agency Review** includes the following tasks:

- Assist the District in filing for CGS review.
- Submit for DSA review and approval.
- Coordinate City of Oakland permit application requirement for off-site improvements, including storm water connection.

The **Bidding** includes the following tasks:

- Coordinate bidding document generation with the District's contracts department.
- Attend bid walk/pre-bid meeting.
- Provide bidding services that may include clarifications and Addenda generation.
- Review bids.

The **Construction Administration** includes the following tasks:

- Attend construction meetings.
- Generate DSA required documentations. Administer DSA review.
- Perform Construction Administration services including RFIs, ASI, site observations, and etc.
- Coordinate with CHPS submittals.
- Perform Punch-walk.

The **Project Closeout** includes the following tasks:

- Acquire DSA closeout certification.

- Participate in Commissioning process. Basic/Fundamental Building Commissioning is included in this proposal.
- Certify project per CHPS Verified requirements.

We understand the ideal schedule for occupying the building is Fall of 2016. Based on this assumption, the following is the general project development schedule.

Programming	April 2014 to August 2014
Schematic Design	August 2014 to October 2014
Design Development	October 2014 to January 2015
Construction Documents	January 2015 to April 2015
Agency Review	March 2015 to June 2015
Bidding/Contract	June 2015 to September 2015
Construction	September 2015 to August 2016
Closeout	August 2016 to December 2016

This is a preliminary schedule. The schedule may need adjustment to meet the site conditions, staff set-up time and etc. We will update the schedule as required to reflect the project development.

To complete the project as outlined, we propose the following fee.

PROJECT PHASES	PROPOSED FEE
Programming	$205,073.00
Schematic Design	$223,716.00
Design Development	$242,359.00
Construction Documents	$801,649.00
Agency Approval& Bidding	$55,929.00
Construction Administration	$279,645.00
Project Closeout	$55,929.00
TOTAL	**$1,864,300.00**

The proposed fee does include detailed programming services to update the initial scope elements.

In addition, we included provisions for non-conventional sustainability program design such as photovoltaic system design, daylight design, basic/fundamental commissioning, and water reclaim system design as a part of the basic services.

The fee is fully burdened and no additional reimbursable expenses will be required.

We assume the following to be provided by the district.

- Site Survey including boundary, utility, and topographic information.
- Soils/Geotechnical Investigation suitable for foundation design and CGS submission.
- All existing site information.
- Available program data.
- All Permitting/Agency Review Fees.

We thank you for the opportunity to submit this proposal and look forward to continue providing value-added service to the District. Once again, our in-depth knowledge of the Madison Campus will best serve the District in meeting the intended goal.

Cordially,

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

Client#: 51 BYRENASSO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 2/07/2014

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

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

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

INSURERS AFFORDING COVERAGE	
INSURER A:	Travelers Property Casualty Co
INSURER B:	Everest National Ins Co
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

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

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

PROJECT NAME: Madison Middle School Expansion-New Construction

Oakland Unified School District and its directors, officers, employees, agents and representatives are named as Additional Insureds to General and Auto Liability per policy form wording. Insurance is Primary and Non-Contributory.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: ____

Oakland Unified School Dist.
Dept of Facilities Planning & Mgt.
955 High Street
Oakland, CA 94601-0000

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Elise Fisher

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POLICY NUMBER: 6808718N839

COMMERICAL GENERAL LIABILITY
ISSUE DATE: 09/01/13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S): Oakland Unified School Dist.
Dept of Facilities Planning & Mgt.
955 High Street
Oakland, CA 94601-0000

PROJECT/LOCATION OF COVERED OPERATIONS:

PROJECT NAME: Madison Middle School Expansion-New Construction Oakland Unified School District and its directors, officers, employees, agents and representatives

PROVISIONS

A The following is added to WHO IS AN INSURED (Section II):
The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury", 'property damage" or 'personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

C. In connection with your work and included within the "products-completed operations hazard."

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

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

d. This insurance does not apply to the rendering of or failure to render any "professional services".

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

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

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

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

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

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

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

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

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

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement effective	
Named Insured Byrens Kim Design Works	Countersigned by (Authorized Representative)

SCHEDULE

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

PROJECT NAME: Madison Middle School Expansion-New Construction Oakland Unified School District and its directors, officers, employees, agents and representatives

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

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

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OAKLAND UNIFIED SCHOOL DISTRICT

AGREEMENT FOR ARCHITECTURAL SERVICES
ROUTING FORM

Project Information			
Project Name	Madison MS Expansion-New Construction	**Site**	215

Basic Directions

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

Attachment Checklist	☐ Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 ☐ Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Byrens Kim Design Works	Agency's Contact	Dong Kim				
OUSD Vendor ID #	I009281	Title	Architect of Record				
Street Address	361-17th Street	City	Oakland	State	CA	Zip	94612
Telephone	510-452-3224	Policy Expires	9-1-2014				
Contractor History	Previously been an OUSD contractor? x Yes ☐ No	Worked as an OUSD employee? ☐ Yes x No					
OUSD Project #	13134						

Term

Date Work Will Begin	3-12-2014	Date Work Will End By (not more than 5 years from start date)	3-12-2018

Compensation

Total Contract Amount	$	Total Contract Not To Exceed	$1,864,300.00
Pay Rate Per Hour (If Hourly)	$	If Amendment, Changed Amount	$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J Fund 21	2159905820	6215	$1,864,300.00

Approval and Routing (in order of approval steps)

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

1.	**Division Head** Charles Love	**Phone**	510-535-8038	**Fax**	510-535-7082
	Director, Facilities Planning and Management				
	Signature	Date Approved	2/14/14		
2.	**General Counsel, Department of Facilities Planning and Management**				
	Signature	Date Approved	2/21/14		
	Associate Superintendent, Facilities Planning and Management				
3.	**Signature**	Date Approved	2/21/14		
	Deputy Superintendent, Business Operations				
4.		Date Approved			
	President, Board of Education				
5.	**Signature**	Date Approved			

THIS FORM IS NOT A CONTRACT