

Board Office Use: Legislative File Info.	
File ID Number	15- 2183
Introduction Date	11-18-2015
Enactment Number	15-1819
Enactment Date	11-18-15



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer *VH*
LP Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date November 18, 2015

Subject Amendment No. 1, Independent Consultant Agreement - MK Think Roundhouse One - Fremont High School Redevelopment Project

Action Requested Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with MK Think Roundhouse One for Consultant Services on behalf of the District at Fremont High School Redevelopment Project, revising the end date from August 27, 2014 through August 27, 2015 to September 1, 2016. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The scope of the project is to extend the time only.

Discussion MKThink Roundhouse One is providing consultant services in regards to direction for the master planning.

LBP (Local Business Participation Percentage) 0.00%

Procurement Method Professional Services Agreement - Formal - Advertised RFP / Awarded to entity following OUSD competitive solicitation process.

Recommendation Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with MK Think Roundhouse One for Consultant Services on behalf of the District at Fremont High School Redevelopment Project, revising the end date from August 27, 2014 through August 27, 2015 to September 1, 2016. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact Measure J

Attachments

- Independent Contractors Agreement including scope of work
- Certificate of Insurance
- Consultant Proposal



AMENDMENT NO. 1, INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and MK Think Roundhouse One. OUSD entered into an Agreement with CONTRACTOR for services on August 27, 2014, and the parties agree to amend that Agreement as follows:

1. Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	The scope of work has <u>changed</u> . If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u> The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to EXTEND TIME ONLY.</u>
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> . If term is changed: The contract term is extended by an additional <u>One year</u> , and the amended expiration date is <u>September 1, 2016</u> .
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> . If the compensation is changed: The contract price is amended by <input checked="" type="checkbox"/> Increase of <u>\$0.00</u> to original contract amount <input type="checkbox"/> Decrease of \$ _____ to original contract amount	<input type="checkbox"/> The contract price has <u>changed</u> . and the new contract total is <u>Two hundred forty-eight thousand, dollars and no cents <\$248,000.00></u>

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

5. Amendment History:

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

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

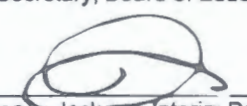
OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President
Board of Education

11/19/15
Date


Antwan Wilson, Superintendent
Secretary, Board of Education

11/19/15
Date


Lance Jackson, Interim Deputy Chief
Facilities, Planning and Management

10/20/15
Date

CONTRACTOR


Contractor Signature

10/1/2015
Date

Natan Goore, Principal
Print Name, Title

File ID Number: 15-2183
Introduction Date: 11-18-15
Enactment Number: 15-1819
Enactment Date: 11-18-15
By: _____

EXHIBIT "A" Scope of Work**Contractor Name: MK Think Roundhouse One****Billing Rate: ZERO dollars and no cents <\$0.00>****1. Description of Services to be Provided**

The scope of the project is to EXTEND TIME ONLY.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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

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

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 10-9-2015
 Susie Butler-Berkley
 Contract Analyst



AMENDMENT INDEPENDENT CONSULTANT FOR PROFESSIONAL SERVICES ROUTING FORM

Project Information			
Project Name	Fremont High School Redevelopment	Site	302
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	MK Think Roundhouse One	Agency's Contact	Nate Goore				
OUSD Vendor ID #	V059162	Title	Project Manager				
Street Address	1500 Sansome Street	City	San Francisco	State	CA	Zip	94111
Telephone	415-402-0888	Policy Expires	10-24-2016				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	13158						

Term			
Date Work Will Begin	8-27-2014	Date Work Will End By (not more than 5 years from start date)	9-1-2016

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$248,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 00.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office <u>before</u> completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	3029905810		\$0.00

Approval and Routing (in order of approval steps)						
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.						
1.	Division Head		Phone	510-535-7038	Fax	510-535-7082
	Director, Facilities Planning and Management					
	Signature		Date Approved			
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved			
	10-20-15					
3.	Interim Deputy Chief, Facilities Planning and Management					
	Signature		Date Approved			
	10/20/15					
4.	Senior Business Officer					
	Signature		Date Approved			
5.	President, Board of Education					
	Signature		Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	14-1715
Introduction Date	8-27-2014
Enactment Number	14-1612
Enactment Date	8-27-14



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Mia Settles-Tidwell, Chief Operations Officer
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date August 27, 2014

Subject Independent Consultant Agreement for Professional Services -
MKThink/Roundhouse One - Fremont High School Redevelopment Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with MKThink/Roundhouse One for Consultant Services on behalf of the District at the Fremont High School Redevelopment Project, in an amount not-to exceed \$248,000.00. The term of this Agreement shall commence on August 27, 2014 and shall conclude no later than August 27, 2015.

Background As part of the ongoing effort to assist OUSD with the strategic management of the facility assets, MKThink is proposing consulting services to assess current and future program and facilities needs for Fremont High School, alight OUSD stakeholders around a common vision for that school, and provide direction for the master planning at Fremont High School.

Local Business Participation Percentage 0.00% (Sole Source)

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



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

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 Independent Consultant Agreement for Professional Services with MKThink/Roundhouse One for Consultant Services on behalf of the District at the Fremont High School Redevelopment Project, in an amount not-to exceed \$248,000.00. The term of this Agreement shall commence on August 27, 2014 and shall conclude no later than August 27, 2015.

Fiscal Impact

Measure J, Fund 21

Attachments

- Independent Consultant Agreement including scope of work
- MKThink/Roundhouse Proposal
- Certificate of Insurance

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Fremont High School Redevelopment Project

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 24th day of July, 2014 by and between the Oakland Unified School District, Oakland, California ("District") and MKThink/Roundhouse One ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

Services. The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of the following:

The scope of services is more specifically indicated on **Exhibit "A."**

1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

The scope of the project is to provide: 1) Community and Stakeholder Engagement; 2) Existing Conditions, Capacity, and Needs Analyses; and 3) Academic and Extracurricular Program Needs Analysis; and 4) Conceptual Organizational Model and Space Program (See attached Proposal Exhibit A - Objectives 1-4)

2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

The project will commence August 27, 2014 and conclude no later than August 27, 2015.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Two hundred forty-eight thousand dollars and no cents (\$248,000.00)**. District shall pay Consultant according to the following terms and conditions:

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

portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Not applicable.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's

name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination.**

- 12.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

- 12.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

- 12.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.3.1. material violation of this Agreement by the Consultant; or
- 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant 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 the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, 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.

14. Insurance.

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

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

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

14.1.2. **Workers' Compensation and Employers' Liability Insurance.**

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

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

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

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

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

- 20. Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
- 21. Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
- 22. Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all District contracts. Consultant shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. Please refer to the District's S/SL/SLRBE Policy; a copy can be obtained for the OUSD website: www.ousd.k12.ca.us
- 23. No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 24. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 25. Limitation of District Liability.** 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.
- 26. Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 27. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as

follows:

District:

Oakland Unified School District
955 High Street
Oakland, CA 94601
ATTN: **Tadashi Nakadegawa,**
Director of Facilities

Consultant:

Nate Goore, Principal
MKThink / Roundhouse One
1500 Sansome Street
San Francisco, CA 94111

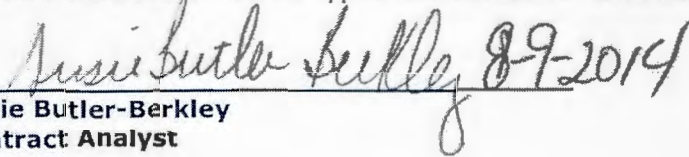
Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days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

- 28. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 29. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 30. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 31. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 32. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 33. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 34. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 35. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 36. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

37.Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

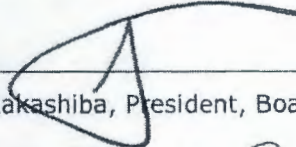
38.Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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
Contract Analyst

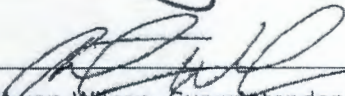
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT



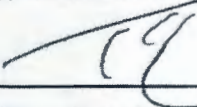
David Kakashiba, President, Board of Education

Date: 8-28-14



Artwan Wilson, Superintendent and
Secretary, Board of Education

Date: 8-28-14



Timothy White, Associate Superintendent Facilities
Planning and Management

Date: _____

MKThink/Roundhouse One



August 6, 2014

APPROVED AS TO FORM:



Catherine Boskoff, Facilities Counsel

Date: 8-6-14

File ID Number: 14-1715
Introduction Date: 8-27-14
Enactment Number: 14-1612
Enactment Date: 8-27-14
Bv:

Information regarding Consultant:

Consultant: Miller Kelley Architects dba MKThink 94-3358324 _____:
License No.: _____ Employer Identification and/or Social
Address: 1500 Sansome St. Security Number
San Francisco, CA 94111
Telephone: 415 402 0888
Facsimile: 415 288 3383
E-Mail: goore@mkthink.com

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
☒ Corporation, State: California
____ Limited Liability Company
____ Other: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

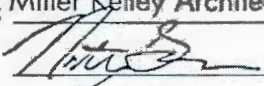
WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which 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 I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: August 6, 2014
Proper Name of Consultant: Miller Kelley Architects dba MKThink
Signature: 
Print Name: Natan Goore
Title: Principal and Chief Financial Officer

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its sub-consultants' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Consultant's employees and of all of its sub-consultants' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its sub-consultants' employees is

Name: _____

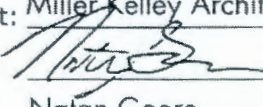
Title: _____

☒ The Work on the Contract is at an unoccupied school site and no employee and/or sub-consultant or supplier of any tier of Contract shall come in contract with the District pupils.

Consultant's responsibility for background clearance extends to all of its employees, Sub-consultants, and employees of Sub-consultants coming into contact with District pupils regardless of whether they are designated as employees or acting as independent Consultants of the Consultant.

Date: August 6, 2014

Proper Name of Consultant: Miller Kelley Architects dba MKThink

Signature: 

Print Name: Nafan Goore

Title: Principal and Chief Financial Officer

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Project Manager be subject to the requirements mandated by California Government Code Section 8340, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Project. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

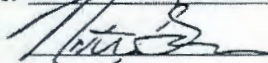
Date:

August 6, 2014

Proper Name of Consultant:

Miller Kelley Architects dba MKThink

Signature:



Print Name:

Nafan Goore

Title:

Principal and Chief Financial Officer

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is not made part of this Agreement.

(PLEASE SEE THE ATTACHED PROPOSAL FROM MKTHINK/ROUNDHOUSE)

EXHIBIT A



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

**Oakland Unified School District
Proposal for Programming, Community
Engagement and
Campus Physical Planning Services
For the Fremont High School Redevelopment
Project**

9 July 2014

MKTHINK

Roundhouse One
1500 Sansome Street
San Francisco, California 94111
www.mkthink.com

9 July 2014

Mr. Timothy White
Associate Superintendent, Division of Facilities Planning and Management
Oakland Unified School District
955 High Street
Oakland, California 94601

PROPOSAL for CONSULTING SERVICES

Oakland Unified School District
Fremont High School – Programming, Community Engagement and Campus
Physical Planning Services

Dear Tim:

As part of the ongoing effort to assist Oakland Unified School District with the strategic management of its facility assets, MKThink is proposing consulting services to assess current and future program and facilities needs for Fremont High School, align OUSD stakeholders around a common vision for that school, and provide direction for the master planning of the Fremont High School redevelopment project. We remain committed to working in partnership with the district to develop schools that live up to the high level of quality outlined in the district's design guidelines and envisioned by district leadership. In this letter and accompanying document, we have outlined terms and conditions for the formal Agreement between MKThink and Oakland Unified School District.

I. CONTRACTING PARTIES

- A. CLIENT: Oakland Unified School District
Contact: Timothy White
Associate Superintendent
Division of Facilities Planning and Management
Oakland Unified School District
955 High Street
Oakland, California 94601
T: 510.535.7083 F: 510.535.7085
Email: timothy.white@ousd.k12.ca.us
- B. CONSULTANT: MKThink
Contact: Nate Goore, Principal
Roundhouse One
1500 Sansome Street
San Francisco, California 94111
T: 415.402.0888 F: 415.288.3383
Email: goore@mkthink.com

CONTEXT FOR PROPOSED WORK

The Fremont High School attendance boundary contains about 3,500 14-19 year olds¹, of which 1,861 attend an OUSD program. In the 2013-2014 school year 734 students were enrolled at Fremont High School. Given that the Fremont campus can house more than 1,800 students, the school is currently 60% underenrolled. Finding the right future target capacity is an important first step in the Fremont campus redevelopment plan.

Secondly, aligning the location of students with the school is critical. Of the 734 students currently enrolled, only 400 of those students live in the Fremont High School attendance boundary. On average, students living in the vicinity of Fremont High School travel 2.5 miles to and from school each day. In total, that is 8,980 miles traveled each day, just to go to and get home from school. In contrast, students who live in the Fremont assignment boundary who also attend Fremont High School travel an average of 0.7 miles, or 560 total miles, to and from school each day. This excess travel has economic and environmental costs paid in transportation dollars, carbon emissions, and time.

Modernization of the facilities on the Fremont campus coupled with a strategic transformation plan of the school's program offerings – the third essential component of this proposed scope of work – will attract more of the students living in the school's vicinity thereby reducing the costs associated with traveling to and from school each day. Furthermore, campus modernization and program enrichment at Fremont High School could increase OUSD's competitiveness with alternative programs, thereby capturing a greater portion of those students currently choosing to attend school outside of the district.

This project will align the future Fremont High School with Oakland Unified School District's 2011 Master Plan and Design Standards, while also bringing the facilities up to date to meet the district's goals for creating 21st Century Schools. Furthermore, this project will work toward the district's goals of reducing the number of portable units owned and operated by Oakland Unified, and will prepare Fremont High School to be a beacon of education for high school students in the City of Oakland and set a new standard for the district's high schools.

¹ 2010 Census

This proposal describes five main objectives for the proposed effort:

1. Community and Stakeholder Engagement
2. Existing Conditions, Capacity, and Needs Analysis
3. Academic and Extracurricular Program Needs Analysis
4. Strategic Plan: Conceptual organization modeling and space program development
5. Campus Physical Planning and Master Plan compilation

II. ANTICIPATED PROCESS AND OUTPUTS

1. Objective 1: Community and Stakeholder Engagement

The community and stakeholder engagement activities will occur throughout the entirety of the Fremont High School redevelopment project. Engagement workshops and activities will occur during the Existing Conditions, Capacity, and Needs Assessment and the Academic and Extracurricular Program Needs Assessment at recurring intervals from September-December 2014. MKThink will actively engage members of the community in the design process for the Campus Strategic Plan for Fremont High School from January-April 2015. We recommend Community Engagement continue through the physical campus planning, design, and construction process. MKThink's community engagement team will consist of selected professional facilitators with experience working with the local community. Additionally, this team will include district-recommended personnel. All community engagement work will be conducted in accordance with the district's policies on community engagement.

1.1. Objective 1 Goals:

- Engage all interested parties and facilitate interactions between OUSD and the community affected by the project in the design of academic programs and facilities for the redevelopment of Fremont High School
- Ensure effective communication of project goals, process, and progress throughout the design and development of new facilities

1.2. Objective 1 Process:

- MKThink will work with the district to develop a Project Committee which will include the following individuals to the extent possible:
 - Fremont High School Principal or representative
 - Teachers from Fremont High School
 - Facilities Department representatives

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- PTA/SSC representatives, or similar
- Neighborhood group representative, or similar
- Representatives of other groups with vested interests
- MKThink will develop a communications plan to provide the following OUSD members with information regarding the project progress in regular intervals:
 - High School Network Executive Officer
 - City Councilmember representative
 - OUSD Legal Department representative
 - Communications Department Representative
 - School Board Director for the Fremont High School District
- MKThink will design, organize, and facilitate at least four public meetings enabling students' families and members of the OUSD community to contribute to the program development process.
- MKThink will develop a marketing plan for the Fremont High School Redevelopment project that will include the development and deployment of, at a minimum:
 - Flyers detailing project process and progress
 - An online project fact sheet
 - An online quarterly project newsletter
 - A project email address for community feedback

1.3. Objective 1 Deliverables

D1.1 Report: Communications Plan for community engagement

D1.2 Report: outlining goals, activities, and outcomes of Community Workshop 1

D1.3 Report: Report outlining goals, activities, and outcomes of Community Workshop 2

D1.4 Report: Report outlining goals, activities, and outcomes of Community Workshop 3

D1.5 Report: Report outlining goals, activities, and outcomes of Community Workshop 4

D1.6: Project marketing materials including, but not limited to, flyers, fact sheets, newsletters, banners

1.4. Estimated Time to Complete Objective 1:

Objective 1 will occur throughout the entirety of the contracted project. Should the district wish to extend the community engagement efforts through the planning, design, and construction phases we will prepare a proposal for additional services upon request. Public engagements will be scheduled based on their content, requirements, and other planned district events.

2. Objective 2: Existing Conditions, Capacity, and Needs Analyses

2.1. Objective 2 Goals:

- Use the 4Daptive analytics platform to synthesize the district's existing facilities data with finer grained facility occupancy and utilization data, as well as macro-level data regarding the neighborhood fabric, transportation systems, and student demographics
- Evaluate Utilization by determining the degree to which existing spaces are used, integrating scheduling data, on-site validation, and observation
- Evaluate Occupancy by determining the extent to which spaces are full or partially full
- Evaluate the site by measuring the socio, economic, urban, and environmental systems that surround Fremont High School
- Generate an ideal future projected site capacity based on reliable predictive metrics
- Generate actionable needs analysis with 2 and 5 year time horizons

2.2. Objective 2 Process

Discovery

- Establish a core team and stakeholder engagement strategy for this element of the project
- Collect utilization and scheduling data from the school's principal, operational director, and other relevant sources. We will enter information on classes, administrative functions, and classroom occupancy into the 4Daptive database.
- Observe campus activities and interview staff and students to collect information on circulation flow, critical adjacencies, informal / unscheduled activities, and patterns of movement
- Collect information regarding transportation and transit routes that serve the Fremont Campus
- Collect demographic, economic, safety, and urban data from OUSD's various departments along with other governmental and non-governmental sources

Assessment

- Synthesize historical data, urban data, and anticipated growth information to develop realistic projections for Fremont High School's needs and achievable enrollment over a 2, 5, and 10 year period

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- By integrating information on scheduling, staffing, transit, and demographics with interviews, observations, and survey data, MKThink will identify patterns of use and the underlying factors that influence variances in school choice, site access, and facility utilization
- Reports will be generated in tabular, floor plan, and site map based formats in alignment with OUSD's design guidelines

2.3. Objective 2 Deliverables

D2.1 Report: Available client data and recommended additional data to be collected by MKThink

D2.2 Report: Project plan confirming goals, priorities, schedule, and budget

D2.3 Report: Current and historical baseline findings

D2.5 Use Studies: Evaluation of programmatic opportunities through use studies

D2.6 Charts: Current space use and projected space needs

D2.7 Scrubbed and validated data

D2.8 Secure data backup, storage and hosting

D2.10 Meetings: Regular on-site meetings and coordination

D2.11 Facilitation: On-going highly integrated facilitation and frequent communication with all stakeholder groups

2.4. Estimated Time to Complete Objective 2:

Discovery: 6 weeks / September-October 2014

Assessment: 8 Weeks / October-December 2014

3. Objective 3: Academic and Extracurricular Program Needs Analysis

3.1. Objective 3 Goals:

- Articulate the academic and extracurricular programs that will be offered at Fremont High School to attract students living in Oakland
- Engage OUSD departments such as Facilities Planning and Management, Curriculum and Instruction, and Student Assignment, along with academic program administrators, charter program administrators, teachers, students, and the community through visioning workshops, targeted interviews, and surveys to develop a common vision for Fremont High School
- Synthesize the stakeholder engagement outcomes identified in Objectives 1 and 2 to develop probabilistic scenarios for meeting the growth projections determined by the utilization and forecasting analysis produced in Objective 2

3.2. Objective 3 Process

Discovery

- Establish a core team of OUSD divisional leaders and a stakeholder engagement strategy for Objective 3
- Facilitate high level visioning exercises to engage the appropriate divisional leaders within OUSD and other important stakeholders in the development of strategic goals and measures of success for the academic and extracurricular program at Fremont High School
- Work with OUSD to develop strategic goals and a communication plan for the stakeholder engagement process
- Develop and host a publicly available survey on community needs regarding the program and site at Fremont High School, develop a project web page host information and communications about the project
- Organize and facilitate at least two public meetings so that students' families and members of the OUSD community can contribute to the program development process
- Based on the strategic goals, MKThink will develop and deploy surveys to OUSD students who chose programs other than the one at Fremont to gather information on programmatic attractions and school choice behavior
- Engage stakeholders in the Fremont High School education delivery system through targeted interviews, group workshops, and community surveys to understand the needs and goals of Fremont High School students, families, teachers, staff, administrators, and community members

Assessment

- Produce a Stakeholder Analysis report documenting all qualitative and quantitative stakeholder findings using maps, diagrams, and other graphics to illustrate key insights and findings
- Analyze and assess survey responses and student interviews to identify the primary drivers of school choice
- Integrate the findings from the high-level visioning exercises, the stakeholder workshops, and the survey and interview insights to develop a series of short-, medium-, and long-term changes to the academic and extracurricular program at Fremont High School

3.3. Objective 3 Deliverables

D3.1 Report: Stakeholder workshop report documenting workshop goals, participants, process, and outcomes

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- D3.2 Report: Results of student surveys and interviews
- D3.3 Personas: Development of personas of typical student typologies (4)
- D3.4 Report: Community engagement workshop report documenting workshop goals, participants, process, and outcomes
- D3.5 Report: Academic and extracurricular programmatic needs assessment
- D3.6 Meetings: Regular on-site meetings and coordination
- D3.7 Facilitation: On-going, highly integrated facilitation and frequent communication with all stakeholder groups

3.4. Estimated Time to Complete Objective 3:

Discovery: 8 weeks / September-November 2014

Assessment: 8 Weeks / November 2014-January 2015

4. Objective 4: Strategic plan: Conceptual organization modeling and space program development

4.1. Objective 4 Goal:

- Synthesize the findings from Objectives 1, 2, and 3 into a comprehensive strategic plan for the development of the Fremont High School campus

4.2. Objective 4 Process:

Discovery

- Establish a core team and engagement / facilitation strategy for this part of the project
- Meet with the core team to kick-off the strategic planning process; Discuss the process and timeline for Objective 4 and how the core team will be contributing; Facilitate the core team in establishing goals, performance metrics, and priorities for Objective 4
- Report out on the findings from Objectives 1, 2, and 3

Assessment

- Research best practices and benchmarks
- Analyze the key challenges faced in meeting the ideal capacity goals and facilities needs from Objective 1 and in actualizing the academic and extracurricular program vision from Objective 2
- Meet with the core team to best practices, benchmarks, and challenges
- Present interim findings to stakeholder groups as needed and continue to integrate stakeholder engagement / facilitation into the master planning process

9 July 2014

Strategy

- Based on the outcomes of Objectives 1, 2, and 3, and the assessment of best practices, benchmarks, and challenges in this objective, MKThink will develop a series of conceptual organization models articulating the relationship of programmatic elements to each other. These models will be workshopped with the team to develop a single conceptual organizational model describing the future physical relationships of programmatic components necessary to achieving leadership's goals for the campus
- Develop an initial space program describing required spaces, quantities, and square foot allocations
- Present interim findings to stakeholder groups as needed and continue to integrate stakeholder engagement / facilitation into the program development process

4.3. Objective 4 Deliverables:

D4.1 Report: Best practices, benchmarks, and challenges

D4.2 Report: Conceptual organization diagrams and space program

D4.3 Report: Campus Strategic Plan that includes:

- Purpose of Campus Strategic Plan
- Fremont High School Baseline Findings
- Fremont High School Analytic Assessment
- Conceptual Organization of Campus
- Physical Space Program
- Activities Program
- Functional Specifications of Key Spaces
- Next Steps

D4.4 Meetings: Regular on-site meetings and coordination

D4.5 Facilitation: On-going facilitation and stakeholder communication

4.4. Estimated time to complete Objective 4:

Discovery – 4 weeks / January 2015

Assessment – 4 weeks / February 2015

Strategy – 4 weeks / March 2015

5. Objective 5: Campus Physical Planning and Master Plan Compilation

Note: Objective 5 is included as an add alternate and recommended part of the project scope. While the Campus Strategic Plan will provide clear guidance to the physical planning process, we believe that there is significant value to the district in a process that integrates the physical campus planning as part of a continuous process.

5.1. Objective 5 Goal:

- Develop a physical plan for the Fremont campus that incorporates all aspects of the Strategic Plan in the most economically feasible manner; develop an implementation plan for transforming the existing campus into the future planned campus

5.2. Objective 5 Process:

- Conduct site investigations, analyze agency requirements and restrictions
- Develop three scenarios for physical campus plan and analyze impacts of each
- Meet with core team to review scenarios and choose a selected approach for further development and refinement
- Revise/refine selected scenario and develop its components in greater detail: student location map, site plan, campus circulation plan, conceptual organization of campus, physical space program, activities program, functional specifications for key spaces, blocking and stacking diagrams, conceptual renderings, phasing and implementation plan, and preliminary budget
- Meet with the core team to review draft Physical Plan
- Revise and refine component parts of the plan
- Present interim findings to stakeholder groups as needed and continue to integrate stakeholder engagement / facilitation into the planning process

Project Wrap Up

- Compile all interim deliverables into a final Campus Master Plan Report, including: Existing facilities conditions, utilization and occupancy findings, growth projections, future capacity studies, stakeholder engagement process, transformation road map, best practices, scenario exploration, student location map, transportation plan, site plan, campus circulation plan, conceptual organization of campus, physical space program, activities program, functional specifications for key spaces, conceptual space plans, conceptual renderings, phasing and implementation plan, and preliminary budget
- Deliver Campus Master Plan Report
- Meet with core team to review final outcomes
- Present final Master Plan to stakeholder groups

5.3. Objective 5 Deliverables:

D5.1 Report: Transformation Roadmap

D5.2 Report: Scenario Exploration

D5.3 Campus Master Plan that includes:

9 July 2014

- Purpose of Campus Master Plan
- Fremont High School Baseline Findings
- Fremont High School Analytic Assessment
- Future Site Capacity Studies
- Existing Site Plan
- Proposed Site Plan
- Campus Circulation Plan
- Conceptual Organization of Campus
- Physical Space Program
- Activities Program
- Functional Specifications of Key Spaces
- Conceptual Renderings (3)
- Phasing and Implementation
- Preliminary Budget
- Next Steps

D5.4 Final Campus Master Plan: Incorporation of OUSD comments into digital and print report

D5.5 Meetings: Regular on-site meetings and coordination

D5.6 Facilitation: On-going facilitation and stakeholder communication

5.4. Estimated time to complete Objective 5:

Planning and Master Plan Compilation – 10 weeks / April-June 2015

9 July 2014

III. BASIS OF COMPENSATION

This proposal assumes the current planned total project cost of approximately \$130,000,000. For services, as described herein, Oakland Unified School District agrees to compensate MKThink on a Time and Materials bases not to exceed:

Objectives 1-4:.....\$238,000

Community and Stakeholder Engagement
Existing Conditions, Capacity, and Needs Analyses
Academic and Extracurricular Program Needs Analysis
Strategic Plan: Conceptual Organizational Model and Space Program

Expenses allowance\$10,000

Total Budget Objectives 1-4:\$248,000

Objective 5 (add alternate):\$84,000

Campus Physical Plan and Master Plan Compilation

Expenses allowance\$4,200

Total Budget Objective 5:\$88,200

Total Budget:\$336,200

Objective 5 is included as an add alternate and recommended part of the project scope. While the Campus Strategic Plan will provide clear guidance to the physical planning process, we believe that there is significant value to the district in a process that integrates the physical campus planning as part of a continuous process.



CERTIFICATE OF LIABILITY INSURANCE

MILLE-1

OP ID: D3

DATE (MM/DD/YYYY)

08/05/14

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

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

PRODUCER MacCorkle Insurance Service CA License #0606920 577 Airport Blvd. 5th Floor Burlingame, CA 94010 MacCorkle Insurance Service	650-349-2364 650-349-4631	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
INSURED Miller Kelley Architects, Inc Miller & Kelley Architects MK Think 1500 Sansome, Roundhouse One San Francisco, CA 94111		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co of Conn INSURER B: Travelers Property Casualty INSURER C: Admiral Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 25682	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		6806284R278TIL13	10/24/13	10/24/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		6806284R278TIL13	10/24/13	10/24/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR DED <input checked="" type="checkbox"/> RETENTION \$ -0-		CUP8530R1761347	10/24/13	10/24/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	XJUB3553T06713	10/24/13	10/24/14	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof. Liability		EO000011313-05	07/01/13	07/01/14	2,000,000

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

Oakland Unified School District and its directors, officers, employees, agents and representatives as additionally insured per written contract.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School
District
955 High Street
Oakland, CA 94601

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

AUTHORIZED REPRESENTATIVE

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information

Project Name	Fremont High School Redevelopment	Site	918
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Basic Directions

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

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

Contractor Name	MKThink/Roundhouse One	Agency's Contact	Nate Goore					
OUSD Vendor ID #	V0591662	Title	Principal					
Street Address	1500 Sansome Street	City	SF	State	CA	Zip	94111	
Telephone	415-402-0888	Policy Expires	10-24-2014					
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No			Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No				
OUSD Project #	NA							

Term

Date Work Will Begin	8-27-2014	Date Work Will End By (not more than 5 years from start date)	8-27-2015
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$248,000.00
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	9189905801	5825	\$248,000.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	8/6/14		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	8.6.14		
	Associate Superintendent, Facilities Planning and Management				
3.	Signature	Date Approved	8/14/14		
	Chief Operations Officer				
4.	Signature	Date Approved	8/19/14		
	President, Board of Education				
5.	Signature	Date Approved			