

Board Office Use: Legislative File Info.	
File ID Number	19-2599
Introduction Date	1-8-2020
Enactment Number	20-0018
Enactment Date	1/8/2020 er



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date January 8, 2020

Subject Amendment No. 1, Architectural Agreement for Professional Services for the Roosevelt Middle School Design Upgrades & Modernization Project to HKIT Architects

Action Requested Approval by the Board of Education of Amendment No. 1 to the Architectural Agreement for Professional Services between the District and HKIT Architects, Oakland CA, for the latter to provide additional services needed for the Boundary and Topographic site survey documents and subcontract with a utility locator to field mark and map the underground utility lines, as described on the November 7, 2019 proposal attached to this amendment, for the Roosevelt Middle School Design Upgrades & Modernization Project, in an additional amount of \$43,800.00, increasing Agreement not to exceed amount from \$153,502.00 to \$197,302.00, authorizing the President and Secretary of the Board. The term of the Agreement remains October 24, 2019, through October 24, 2020.

Discussion This Amendment is needed for additional scope of work. The services the consultant will be providing are necessary to complete the project.

LBP (Local business participation percentage) 69.00%

Recommendation Approval by the Board of Education of Amendment No. 1 to the Architectural Agreement for Professional Services between the District and HKIT Architects, Oakland CA, for the latter to provide additional services needed for the Boundary and Topographic site survey documents and subcontract with a utility locator to field mark and map the underground utility lines, as described on the November 7, 2019 proposal attached to this amendment, for the Roosevelt Middle School Design Upgrades & Modernization Project, in an additional amount of \$43,800.00, increasing Agreement not to exceed amount from \$153,502.00 to \$197,302.00, authorizing the President and Secretary of the Board. The term of the Agreement remains October 24, 2019, through October 24, 2020.

Fiscal Impact Fund 21, Measure B

Attachments

- Amendment No. 1
- Insurance Certificate

AMENDMENT NO. 1 TO AN ARCHITECTURAL AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and **HKIT Architects**. OUSD entered into an agreement with CONTRACTOR for services on **October 24, 2019** ("Agreement"), and the parties agree to amend the Agreement for the **Roosevelt Middle School Design Upgrades & Modernization Project** as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: Additional services needed for the Boundary and Topographic site survey documents and subcontract with a utility locator to field mark and map the underground utility lines, as described on the November 7, 2019 proposal attached to this amendment.</p>			
2.	Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____ and the amended expiration date is _____.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: <u>Forty-Three Thousand, Eight Hundred Dollars (\$43,800.00)</u>.</p> <p style="margin-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the contract price was: One Hundred Fifty-Three Thousand, Five Hundred Two Dollars (\$153,502.00), and after this amendment, the contract price will be: One Hundred Ninety-Seven Thousand, Three Hundred Two Dollars no/100 (\$197,302.00).</p>			

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

5. **Amendment History:**

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

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

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

Amendment No. 1 – HKIT Architects – Roosevelt Middle School Design Upgrades & Modernization Project - \$43,800.00

EXHIBIT "A"

Scope of Work for Amendment


Contractor Name: HKIT Architects

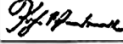
Detailed Description of Services to be Provided: Vendor to provide additional services needed for the Boundary and Topographic site survey documents and subcontract with a utility locator to field mark and map the underground utility lines, as described on the November 7, 2019 proposal attached to this amendment.

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

 1/9/220
Jody London, President,
Board of Education Date

 1/9/2020
Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education Date

 12/9/19
Tadashi Nakadegawa, Acting Deputy
Chief Facilities, Planning and Management Date

 12/10/19
General Counsel, Facilities, Planning and Management Date

CONTRACTOR

 12/9/19
Contractor Signature Date

Jeffrey M. Evans, Principal
Print Name, Title



November 7, 2019

Jeff Evans
HKIT Architects
538 Ninth Street, Suite 240
Oakland, CA 94607

Re: Roosevelt Middle School, Oakland

Dear Jeff,

Moran Engineering proposes to provide a Boundary and Topographic survey of Roosevelt Middle School per your request. This mapping will include the school property and extend out to the face of curbs on the adjacent streets. The map will show site features to include building footprints, finish floor elevation approximations taken immediately outside exterior doors, hardscape areas, walls, sidewalks, curbs, ramps, visible utility facilities, significant trees and other features at our field crew's discretion. Spot elevations will be shown throughout the site with contours drawn at a one foot interval. We would request that we have access to the school site on non-student days to avoid student congestion during the field surveying work.

In addition to the site surveying, we will subcontract with a utility locator to field mark and map the underground utility lines thorough the area outlined. Due to inherent uncertainties and technical limitations in this type of location work the utility locations cannot be guaranteed to be comprehensive. In order for the locators to be able to best perform their work he will need all available utility records and information and full access to the areas of campus, including into areas housing electrical panels or other such interior utility rooms.

The fee for this surveying and mapping work will be billed based on time spent at standard billing rates and shall not exceed \$28,800. We would expect to be able to have a map completed within approximately six weeks of authorization to proceed. The work can be delivered in draft form ahead of final map delivery if timing is critical.

Feel welcome to call me at (510) 848-1930 if you have any questions. We look forward to the opportunity to work with you on this project.

Very truly yours,
MORAN ENGINEERING, INC.

Jim Moran, LS 7881

Roosevelt MS-HKIT-11-7-19-prp.docx



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2019

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

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

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

COVERAGES**CERTIFICATE NUMBER:** 1928697826**REVISION NUMBER:**

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For use on proposals. An Actual certificate will be issued at the request of the Named Insured.

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

...Sample Certificate...

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Roosevelt Middle School Design Upgrades & Mod	Site	212
--------------	---	------	-----

Basic Directions

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

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

Contractor Information

Contractor Name	HKIT Architects	Agency's Contact		Jeffery Evans			
OUSD Vendor ID #	001995	Title		President			
Street Address	538 Ninth Street, Suite 240	City	Oakland	State	CA	Zip	94607
Telephone	510-318-6262	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No			Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No			
OUSD Project #	19101						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	10-24-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	10-24-2020
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 43,800.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9799 9787	Fund 21, Measure B	210-9799-0-9787-8500-6215-212-9180-9901-9999-99999	6215	\$43,800.00

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	12/9/19	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature		Date Approved	12/10/19	
3.	Acting Deputy Chief, Facilities Planning and Management				
	Signature		Date Approved	12/9/19	
4.	Chief Financial Officer				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature		Date Approved		

Board Office Use: Legislative File Info.	
File ID Number	19- 1801
Introduction Date	10-23-2019
Enactment Number	19-1572
Enactment Date	10/23/19 os



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date October 23, 2019

Subject Agreement for Architectural Services for the Roosevelt Middle School Design Upgrades & Modernization Project to HKIT Architects

Action Requested Approval by the Board of Education of an Agreement for Architectural Services on behalf of the District to HKIT Architects, Oakland, CA, for the Roosevelt Middle School Design Upgrades & Modernization Project in the amount of **One Hundred Fifty-Three Thousand, Five Hundred Two dollars NO/100 (\$153,502.00)** as the selected Architect, and authorizing the President and Secretary of the Board to sign the Agreement for same with said Architect with work scheduled to commence on **October 24, 2019**, and scheduled to last until **October 24, 2020** pursuant to the contract.

Discussion RFP process includes review/ scoring of proposals submitted. Interviewing the 4 highest scored proposals. Scoring the interview based on the presentation and questions and answers form interview panel. The dollar amount is not the lowest, but it is based on experience and it is competitive with experience and size and complexity of project. The Design & Architectural Services are needed for the building of the design and construction phase of Roosevelt Middle School Design & Modernization Project. Use of a fair, competitive RFP selection process (Government Code 4529.10 et seq.)

LBP (Local Business Participation Percentage) 69.00%

Recommendation Approval by the Board of Education of an Agreement for Architectural Services on behalf of the District to HKIT Architects, Oakland, CA, for the Roosevelt Middle School Design Upgrades & Modernization Project in the amount of **One Hundred Fifty-Three Thousand, Five Hundred Two dollars NO/100 (\$153,502.00)** as the selected Architect, and authorizing the President and Secretary of the Board to sign the Agreement for same with said Architect with work scheduled to commence on **October 24, 2019**, and schedule to last until **October 24, 2020** pursuant to the contract.

Fiscal Impact Fund 21, Measure B

Attachments

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

{SR391023}

- Consultant Proposal



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

Legislative File ID No. 19-1801

Department: Facilities Planning and Management

Vendor Name: HKIT Architects

Project Name: Facilities Planning and Management Project No.: 00918

Contract Term: Intended Start: 10-24-2019 Intended End: 10-24-2020

Annual (if annual contract) or total (if multi-year agreement) Cost: \$153,502.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? ☒ Yes (No if Unchecked)

How was this contractor or vendor selected?

Selected based on demonstrated competence and professional qualifications Government Code §4529.10 et seq. The proposal submitted by the Architect selected by the District was not the lowest, but given the Architect's experience with similar projects and the level of complexity of the project, the District identified the chosen architect as the most qualified at the most reasonable price.

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

Consultant Services

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The district received several proposals. HKIT was the lowest proposed price, thus demonstrated that their price was fair and competitive.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- ☐ Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- ☐ Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☒ Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$92,600 or less (as of 1/1/19)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

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

- o The District issued an RFP seeking proposals for the subject contract. The District scored the responses to the RFP and interviewed the top four scoring architects.
- o The proposal submitted by the Architect selected by the District was not the lowest, but given the Architect’s experience with similar projects and the level of complexity of the project, the District identified the chosen architect as the most qualified at the most reasonable price.



**RESOLUTION OF THE
BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 1920-0034

**AWARD OF CONTRACT FOR PROFESSIONAL SERVICES FOR
THE ROOSEVELT MIDDLE SCHOOL DESIGN UPGRADES &
MODERNIZATION PROJECT**

WHEREAS, the District has selected **HKIT Architects**, (“Consultant”) for the Roosevelt Middle School Design Upgrades & Modernization Project, no. 19134 consisting of project programming, designing and construction at Roosevelt Site. Design services: Provide quality and technical accuracy of all design, drawings, specifications and other services furnished by Design Consultant under the agreement. (“Project”); and,

WHEREAS, The District issued an RFP seeking proposals for the subject contract. The District scored the responses to the RFP and interviewed the top four scoring architects. The proposal submitted by the Architect selected by the District was not the lowest, but given the Architect’s experience with similar projects and the level of complexity of the project, the District identified the chosen architect as the most qualified at the most reasonable price. Use of a fair, competitive RFP selection process (Government Code 4529.10 et seq.); and,

WHEREAS, the Consultant has met the goals for local business participation, as required by the District’s policy for such participation; and,

WHEREAS, the Contract has been approved as to form by General Counsel.

NOW, THEREFORE, BE IT RESOLVED, that the Contract signed by Consultant in the not-to-exceed amount of **ONE HUNDRED FIFTY-THREE THOUSAND, FIVE HUNDRED TWO DOLLARS AND NO/100 (\$153,502.00)** shall be and is hereby accepted and awarded by the Board of Education; and,

BE IT FURTHER RESOLVED, that the President and Secretary of the Board be hereby authorized to sign the Contract on behalf of the District.



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students

RESOLUTION NO. 1920-0034

AWARD OF CONTRACT FOR PROFESSIONAL SERVICES FOR THE ROOSEVELT MIDDLE SCHOOL DESIGN UPGRADES & MODERNIZATION PROJECT

Passed by the following vote:

PREFERENTIAL AYES: None

PREFERENTIAL NOES: None

YEA: Jumoke Hinton-Hodge, Gary Yee, Roseann Torres, Shanthi Gonzales, James Harris, Vice President Jody London, President Aimee Eng

NOES: None

ABSENT: Student Director Garibo, Student Director Smith-Dahl

ABSTAINED: None

RECUSED: None

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Board Meeting of the Governing Board of the Oakland Unified School District held on **October 23, 2019**.

Kyla Johnson-Trammell, Secretary,
Board of Education

AGREEMENT
FOR
ARCHITECTURAL SERVICES
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
HKIT ARCHITECTS

October 24, 2019

OAKLAND UNIFIED SCHOOL DISTRICT
955 High Street
Oakland, California 94601

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS	2
ARTICLE 2 - RETENTION OF ARCHITECT; STANDARD OF CARE	3
ARTICLE 3 - DESCRIPTION OF PROJECT	3
ARTICLE 4 - COMPENSATION	4
ARTICLE 5 - BASIC SERVICES TO BE RENDERED BY ARCHITECT	6
ARTICLE 6 - ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT	19
ARTICLE 7 - RESPONSIBILITIES OF DISTRICT	20
ARTICLE 8 - PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE	21
ARTICLE 9 - WORKER'S COMPENSATION INSURANCE	23
ARTICLE 10 - ERRORS AND OMISSIONS INSURANCE.....	24
ARTICLE 11 - COMPLIANCE WITH LAWS	25
ARTICLE 12 - TERMINATION OF AGREEMENT	25
ARTICLE 13 - ARCHITECT AN INDEPENDENT CONTRACTOR.....	27
ARTICLE 14 - STANDARDIZED MANUFACTURED ITEMS	27
ARTICLE 15 - OWNERSHIP OF DOCUMENTS	27
ARTICLE 16 - LICENSING OF INTELLECTUAL PROPERTY.....	28
ARTICLE 17 - ACCOUNTING AND OTHER RECORDS OF ARCHITECT.....	28
ARTICLE 18 - INDEMNITY	29
ARTICLE 19 - TIME SCHEDULE.....	30
ARTICLE 20 - MISCELLANEOUS PROVISIONS	30

**AGREEMENT
FOR
ARCHITECTURAL SERVICES**

This Agreement for Architectural Services (“Agreement”) is between the Oakland Unified School District, a California public school district (the “District”), and **HKIT Architects**, license number **C32430** (the “Architect”), with respect to the following recitals:

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

The Parties therefore agree as follows:

**ARTICLE 1
DEFINITIONS**

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

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

1.3 Architect. “Architect” shall mean **HKIT Architects** and its officers, shareholders, owners, partners, employees, agents and authorized representatives.

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

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

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

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

1.8 Project. "Project" shall mean the work of improvement described in Article 3 and the construction thereof, including the Architect's services thereon, as described in this Agreement.

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

1.10 Wrongful Acts or Omissions. "Wrongful Acts or Omissions" shall mean Architect's acts or omissions in breach of this Agreement, the applicable standard of care, or law.

ARTICLE 2 RETENTION OF ARCHITECT; STANDARD OF CARE

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

ARTICLE 3 DESCRIPTION OF PROJECT AND TERM

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

Design Consultant shall, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other Services. For assessment conceptual design, and Schematic design of the Roosevelt Middle School Future Modernization.

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

The Project is expected to be complete as of **October 24, 2020**, but may not be completed until later if delays in design or construction arise.

ARTICLE 4 COMPENSATION

4.1 Basic Services. For the Basic Services satisfactorily performed under this Agreement, Architect shall be compensated according to its hourly rate schedule (Section 4.8, below). Architect's total compensation for its Basic Services shall not exceed **ONE HUNDRED FIFTY-THREE THOUSAND, FIVE HUNDRED TWO DOLLARS NO/100 (\$153,502.00)**, which is Architect's estimate of the maximum total cost of its Basic Services on the Project, based on its **October 24, 2019**, fee estimate. However, Architect will not be compensated for any Basic Services required as a result of Wrongful Acts or Omissions. Architect acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

4.2 Additional Services. Architect may invoice separately for Additional Services if provided by Architect under Article 6. However, Architect will not be compensated for any Additional Services required as a result of Wrongful Acts or Omissions.

4.3 Reimbursable Expenses

4.3.1 Reimbursable Expenses are those actual out-of-pocket expenses directly incurred as a result of Architect's performance of Basic or Additional Services under this Agreement. Architect may charge a **5%** mark-up on Reimbursable Expenses. Reimbursable Expenses are limited to these expenses related to the Project: Fax, reproduction expense (excluding such expense for reproductions for office use by Architect and its consultants), postage, messenger, transportation, living expenses in connection with out-of-town travel, long distance communications, expense of renderings, models and mock-ups requested by District, expense of publishing under Section 5.6.5, expense of data processing and photographic production techniques when used in connection with Additional Services, and, if authorized in advance by the District, expense of overtime work requiring higher than regular rates. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Architect must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions.

4.3.2 Architect shall be reimbursed by District for its Reimbursable Expenses on the Project. Architect's total reimbursement for Reimbursable Expenses shall not exceed **\$153,502.00**, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

4.4 For services satisfactorily performed, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the District of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to District payment of such expenses. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Architect otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.

4.5 The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent (i) that the withholding is permitted by law, (ii) that Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, or (iii) that Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20. \$4,000 will be withheld from any Construction Phase payments until District receives certification of Field Act approval. If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

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

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

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

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

ARTICLE 5

BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1 General

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

5.1.2 The Architect shall review the estimate described more fully below at each phase of Architect's services, also as defined below. If such estimates are in excess of the Project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.

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

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

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

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for, and list in the construction documents, any pertinent conditions of such facilities, all

in a manner that satisfies the standard of care and level of performance required by this Agreement. Architect's investigation required by this provision shall be limited to non-destructive evaluation.

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

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

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

5.2 Consultants

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

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

5.2.3 The Architect shall procure a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The

cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey. Architect shall notify District of any discrepancies of any of the documents.

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

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

5.3 Project Assessment and Conceptual Design Phase; Schematic Design Phase

5.3.1 Project Assessment and Conceptual Design Phase

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

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

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

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

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

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

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

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

5.3.1.9 Architect shall prepare the Initial Conceptual Design:

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

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

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

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

5.3.2 Schematic Design Phase

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

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

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

5.3.2.4 Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District's governing board's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Architectural Agreement – HKIT Architects – Roosevelt Middle School Design Upgrades & Modernization Project - \$153,502.00 {SR356848}

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

5.4 Design Development Phase

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

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

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

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

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

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

5.5 Contract Documents Phase

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

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

bid packages, then Architect shall consult with and involve the District in identification and development of the bid documents and bid packages, and shall forward them to the District for written approval prior to their use.

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

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

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

5.6 Bidding and Negotiations Phase

5.6.1 Following DSA's and District's governing board's written approval of Contract Documents, and District's governing board's written acceptance of Architect's final estimate of Project Construction Cost and construction schedule, Architect shall continue to work with the District in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents and bid package in the number requested by the District and distribute them among interested contractors. Architect shall also assist the District in obtaining bids, and shall assist the District in evaluating contract proposals or bids and

substitutions proposed by contractors, and in awarding the bids. All sets of Contract Documents, which does not include those for the use of the Architect or its consultants, requested by the District in excess of 5 shall be reproduced at District's expense.

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

5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District by more than ten percent (10%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Construction Cost, but Architect will not be entitled to payment for any Basic Services related to making such changes and re-bidding the Project. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's Project Construction Cost.

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

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

5.7 Construction Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority

to reject work and materials which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

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

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

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

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

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

When construction is properly completed, Architect shall provide such certification as to
Architectural Agreement – HKIT Architects – Roosevelt Middle School Design Upgrades & Modernization
Project - \$153,502.00
{SR356848}

Hazardous Substances as is required of architects for such projects by the OPSC.

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

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

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

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

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

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

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

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

5.7.20.1 In the event of such a change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the “added value” portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect’s Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties’ intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.

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

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

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

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

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

5.7.24 Architect shall make reasonable professional efforts so that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Architectural Agreement – HKIT Architects – Roosevelt Middle School Design Upgrades & Modernization Project - \$153,502.00
{SR356848}

Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Architect shall remedy the violation at its own cost. **Architect shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of this paragraph arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct.** The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

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

ARTICLE 6 ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

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

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

6.2.1 providing financial feasibility or other special studies;

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

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

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

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

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

7.5 issue appropriate orders to Contractors through the Architect;

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

7.7 furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;

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

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

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

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

ARTICLE 8 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

8.2 The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written,

Architectural Agreement – HKIT Architects – Roosevelt Middle School Design Upgrades & Modernization
Project - \$153,502.00
{SR356848}

to the extent reasonably available, on an "occurrence" basis: Commercial general liability insurance shall be in amounts not less than Two Million Dollars (\$2,000,000) general aggregate, Four Million Dollars (\$4,000,000) personal and advertising injury aggregate, with a per occurrence limit of Two Million Dollars (\$2,000,000); Automobile liability insurance covering motor vehicles shall be in an amount not less than Two Million Dollars (\$2,000,000) combined single limit. If liability insurance is not reasonably available on an occurrence basis, Architect shall provide liability insurance on a claims-made basis.

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

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

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

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

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

8.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to

Architectural Agreement – HKIT Architects – Roosevelt Middle School Design Upgrades & Modernization
Project - \$153,502.00
{SR356848}

which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.

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

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

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

ARTICLE 9 WORKER'S COMPENSATION INSURANCE

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

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

ARTICLE 10 ERRORS AND OMISSIONS INSURANCE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11 COMPLIANCE WITH LAWS

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

ARTICLE 12 TERMINATION OF AGREEMENT

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

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

12.2 Termination by Architect – For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Agreement, the Architect may terminate the Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

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

12.3 Miscellaneous Termination Provisions

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

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

Architect to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE 13

ARCHITECT AN INDEPENDENT CONTRACTOR

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

ARTICLE 14

STANDARDIZED MANUFACTURED ITEMS

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

ARTICLE 15

OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 16 LICENSING OF INTELLECTUAL PROPERTY

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

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

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

ARTICLE 17 ACCOUNTING AND OTHER RECORDS OF ARCHITECT

17.1 Architect's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles. District has the right to audit Architect's records and files

regarding any of the work Architect performed for District on the Project during or after the Project. District shall be given reasonable access to Architect's records and files for audit purposes within ten (10) days of receipt of District's request. Architect shall keep and maintain these records and files for ten (10) years.

ARTICLE 18 INDEMNITY

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

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

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

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

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

ARTICLE 19 TIME SCHEDULE

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

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

ARTICLE 20 MISCELLANEOUS PROVISIONS

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

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

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

District: Oakland Unified School District
955 High Street
Oakland, California 94601
Attention: Mr. Timothy E. White, Deputy Chief, Facilities

Architect: HKIT Architects
538 Ninth Street, Suite 240
Oakland, California, 94607
Attention: Jeff Evans, AIA, LEED AP
Tel: 510-318-6262

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

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

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

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

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

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

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

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

20.12 A party to this Agreement shall, as a condition precedent to initiating any litigation against Architectural Agreement – HKIT Architects – Roosevelt Middle School Design Upgrades & Modernization Project - \$153,502.00
{SR356848}

the other party, demand mediation of any dispute (including a dispute related to indemnity by the Architect for claims against the District by a contractor based on allegations of deficiencies in the Architect's plans or specifications). The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

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

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

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

Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

20.15 CHPS Verified Only; No OPSC HPI Eligibility Track:

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

20.15.2 The Architect and Consultants shall participate early on in two CHPS integrated design workshops, led by the District's CHPS Program Manager to establish the District's CHPS Guideline goals and identify target credits. The Architect shall 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

Architectural Agreement – HKIT Architects – Roosevelt Middle School Design Upgrades & Modernization

Project - \$153,502.00

{SR356848}

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.

20.15.3 Whole building energy performance analysis with a goal of a minimum of thirty percent (30%) of California Title 24 minimum energy performance standard shall be performed at least once during the following phases: Schematic Design, Design Development, and Construction Documentation. Energy Conservation Measures (ECMs) shall be proposed with Schematic and Design Development energy analysis runs to improve performance to meet or exceed goal. Daylighting analysis 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.

20.15.4 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 CHPS guidelines are met, and forward electronic pdf copies of all submissions and communications with CHPS, concurrently, to the District's Project Manager and CHPS Program Manager.

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

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

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

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

ARCHITECT:

Signature By: _____

Jeffrey M Evans, Principal [name or title]

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng

10/24/19

Aimee Eng, President, Board of Education

Date

Kyla Johnson-Trammell

10/24/19

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

Date

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

10/2/19
Date

APPROVED AS TO FORM:

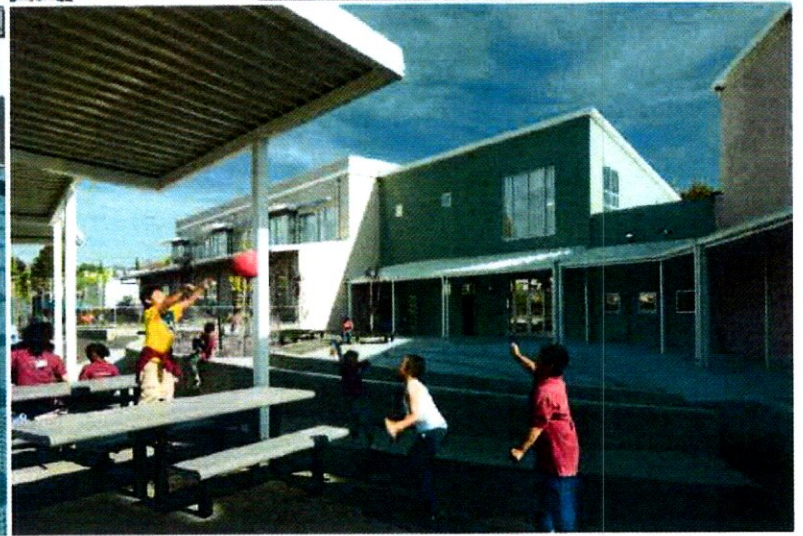
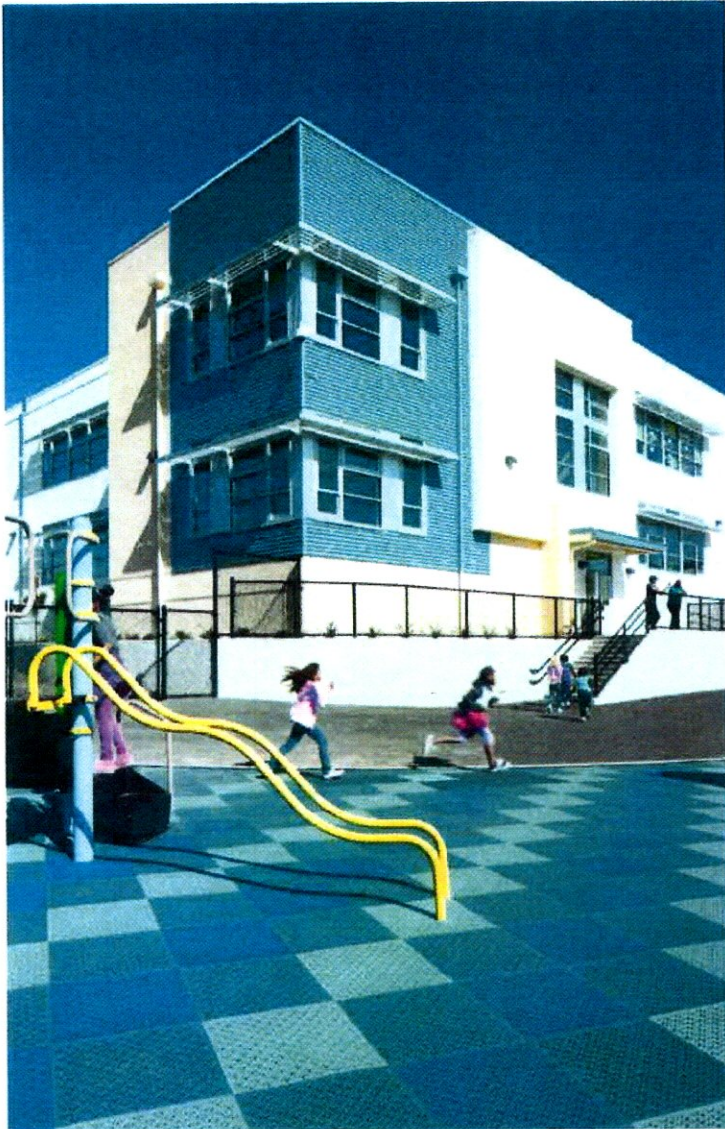
[Signature]
OUSD Facilities Legal Counsel

10/1/19
Date

OAKLAND UNIFIED SCHOOL DISTRICT

UPGRADES & MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL

Proposal to Provide Design Services | July 11, 2019



Jeff Evans, AIA, LEED AP BD+C
Principal
538 Ninth Street, Suite 240
Oakland, CA 94607
www.hkit.com | 510.625.9800

OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19

2.1. Letter of Interest

July 11, 2019

Tadashi Nakadegawa
Acting Executive Director
Department of Facilities Planning and Management
Oakland Unified School District
955 High Street
Oakland, CA 94601

Re: Design Services for Upgrades and Modernization
Roosevelt Middle School

Dear Tadashi,

HKIT Architects is pleased to present our interest, enthusiasm and qualifications for the **Programming and Assessment Phase of the Roosevelt Middle School Modernization** project. We are a firm of 50 professionals that has been in continuous practice for 70 years in the Bay Area. The firm has performed numerous District-wide and individual school campus assessments and completed over 50 K-12 school modernization projects in the past 10 years. HKIT has successfully transformed existing facilities, and blended new and old buildings to create vibrant, functional, and cohesive campus environments for many school Districts. Our experience has proven that the most successful projects are those grounded in sound planning and forward-thinking programming, thorough evaluations of existing conditions paired with realistic budgeting and visioning that prioritizes inspirational learning environments for students and staff.

Our comprehensive and holistic approach to our work includes an emphasis on client service, communication and the ability to be a partner and a leader. While assessing educational and facility needs at Roosevelt Middle School, we will pay close attention to detail while focusing on high impact decisions that will lead to the creation of healthy, sustainable design. Our work will be done in collaboration with the District, District standards, facilities and maintenance personnel, as well as the school site, immediate neighborhood and greater community. We believe that the participatory process works best when we listen to and respect all voices, and we will join the District in setting and maintaining a positive tone for the exchange of ideas. Transparency and excellent communication will be key as we address program and facility deficiencies in the face of budget limitations, begin the project prioritization process of must haves, needs and wants and begin evaluating project implementation choices. All of this will be done with the lens of providing best value and best results for your students.

We bring directly applicable experience to Oakland USD. Our recently completed assessment and modernization projects include: Glenview Elementary School where we performed a complete assessment to evaluate options for a seismic upgrade vs new construction; Antioch High School where we evaluated the entire campus before implementing a \$56M multi-year modernization transforming the existing campus; and John Yeehall Chin Elementary in San Francisco which involved a thorough seismic evaluation and upgrade, a significant component of the \$12M modernization of the 1914 unreinforced masonry school building. Other work at San Francisco USD included an in-depth assessment of their three-story concrete frame classroom building at Thurgood Marshall High School. The results include a modernization program with all new window systems, exterior shading devices and improved ventilation to decrease solar heat gain and improve classroom comfort, and integrated shear wall seismic strengthening.

Our District-Wide master planning, programming and assessment work for Pleasanton USD, San Leandro USD, San Ramon Valley USD, and Lafayette School District helped each of these Districts define bond projects and budgets while creating road maps for infill construction, site access and utility upgrades and modernization - including robust technology infrastructure upgrades, new fire alarm and enhanced low voltage systems, new lighting, mechanical systems, casework and finishes. Our programming efforts have resulted in the adoption of flexible classroom spaces and the inclusion of flexible labs to support sciences and the arts, maker space and robotic programs. We continue to work with each of these Districts to implement a broad range of these meaningful improvements to their schools.



OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19

Tadashi Nakadegawa
Department of Facilities Planning and Management
Oakland Unified School District
Page Two

One of HKIT's great strengths is our attention to client service, we give our full attention and commitment to each project, large or small. Our proven design team will be fully involved from project inception through the life of the project. Another skill is our commitment to assembling both our internal and consultant teams to provide the cohort of management, technical, design and visioning skills required to make a successful project. Jeff Evans will serve as Principal-in-Charge and oversee the project from start to finish. He has a deep knowledge of campus design, the impact of design on educational achievement and is committed to sustainability/wellness for all students. Jordan Fong, Project Manager, will work closely with Jeff, manage the consultant team, and serve as the day-to-day contact for the District. He understands building construction typology, aging building systems and the interconnected nature and potential cost impact of upgrades; seismic, MEP, code related, aesthetic, and program driven enhancements. He will be ably supported by Amy Fine who will assist in the evaluation and documentation of the existing facilities. They are completing the assessment and modernization work at Thurgood Marshall, which has many similarities to Roosevelt MS. Our consultant team has been assembled because of their experience with this project type, experience with your District and with our firm.

Our pleasure is meeting client goals and getting projects built, this is a direct result of our ability to interpret and translate program requirements effectively, assess existing facilities, make prudent design decisions and manage the team well. Our holistic approach allows us to lead and listen, blend technical skills honed from decades of experience while guiding a visioning process that meets our community's students today. Our passion is creating great environments for students, staff and the community and we would like nothing better than to join you at Roosevelt in this shared endeavor.

HKIT Architects received a copy of the District's Agreement attached as EXHIBIT A to the RFQ/P. HKIT Architects has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, HKIT Architects has no objections to the use of the Agreement.

HKIT Architects certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

Sincerely,



Jeff Evans, AIA, LEED AP BD+C
Principal
HKIT Architects
538 Ninth Street, Suite 240
Oakland, CA 94607
T. 510.625.9800, jevans@hkit.com



OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19

2.2. Table of Contents

A table of contents of the material contained in the SOQ should follow the letter of interest.

2. Content of Statement of Qualifications

2.1. Letter of Interest	1
2.2. Table of Contents	3
2.3. Executive Summary.....	4
2.4. Firm Information	6
2.4.1. Brief History of Firm	6
2.4.2. Firm's Philosophy	7
2.4.3. Experience Developing Projects within Political Environment ...	7
2.4.4. Schedule Management	8
2.4.5. K-12 Projects performed in las 3 years	9

APPENDIX

2.5. Additional Data	16
2.6 Professional Fees.....	24
Acknowledgment of Receipt of Addenda	24
3. Local, Small Local and Small Local Resident Business Enterprise Program	24
Local Business Participation Worksheet	25

OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19

2.3 Executive Summary

The executive summary should contain an outline of Firm's approach, along with a brief summary of Firm's qualifications.

We approach the design of campus facilities as an opportunity to work with Districts to create learning environments that align with their aspirations for their students. We consider it a privilege to help communities transform outdated facilities into high-performance schools that support forward-thinking educational programs, and that stand as physical expressions of their commitment to education. In selecting HKIT as your architect, you are selecting a firm that offers fresh ideas informed by the best current thinking about educational facilities. In addition, you have the assurance of our solid track record, extensive design experience, professionalism, many satisfied clients, and excellent completed projects. In short, you can feel fully confident that the planning, assessment and design process, as led by HKIT, will result in a smooth running project and successful outcomes that fully support your goals.

Our current projects range from the master planning and design of new school campuses to District-wide modernization projects and the design of infill projects at existing campuses. For a number of districts, we have provided on-going services over many years assisting with varied projects as needed. In all cases, we work to support the District's educational philosophy and program, while providing maximum value for the dollar. Our extensive school experience provides us with the ability to offer the following skills and approach to the Roosevelt campus:

- Our team has extensive experience in assessing and documenting existing conditions, creating comprehensive work plans, including seismic evaluations and upgrades.
- We are skilled at working through the verification process of potential scope, alternates, budgeting, prioritization, and implementation with school districts and their community.
- We will provide a collaborative approach in order to build consensus through communication with staff, students and the surrounding community.
- We bring experience in modernizing historic and older school facilities including early education, elementary, middle and high schools.
- We have innovative planning and design talent, with special focus on enhancing "neighborhood buildings" that the community will be proud of.
- We have extensive programming experience at the Middle School level and will team with the District to design innovative classroom, lab, arts, athletic, and social environments that support the whole student; facilities

that are sustainable, healthy, and promote student wellness and academic achievement.

- We bring extensive experience teaming with Construction Managers and facility personnel.
- We have an excellent working relationship with DSA and will review proposed scope, specifically those related to seismic, access, and fire and life safety, during the assessment phase.
- We have transformed existing campuses through multiple projects and multiple phases - and will be mindful of construction phasing and impacts as we finalize our assessment.
- We have a proven record of producing accurate Program and Assessment Reports and Project Budgets.

Our goal will be to re-energize the campus and create renewed environments that support best practices and 21st century learning opportunities, promote positive social interaction, contribute to community pride, and reflect environmental stewardship.

As a firm, we will approach this challenge with enthusiasm, optimism, and commitment. Our design work will support your needs by:

- Supporting your District and school's educational philosophy and program.
- Reflecting the community's special character and aspirations.
- Guiding design choices that provide the maximum value for the dollar.
- Providing graphic imagery to reflect program and scoping concepts.
- Developing and estimating accurate project budgets.
- Leading the prioritization process through open and transparent communication.
- Managing the team and process in order to meet the stated project schedule.

We understand that campus renovation, modernization efforts, and new construction will require a major expenditure of school funds, are potentially disruptive, and require that complex and meaningful decisions be made. Design decisions must not only solve current problems, but provide lasting value and inspiration. Our experience with similar challenges will be of real help during all phases of the project.

We have successfully completed campus-wide assessments at Thurgood Marshall High School in San Francisco, John Yehall Chin and Starr King Elementary Schools in San Francisco, Glenview Elementary in Oakland, Stone Valley Middle School for San Ramon Valley USD, and for the San Leandro and Lafayette School Districts. Many of these projects included

OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19

seismic Safety Assessments; additional relevant projects include seismic evaluations and upgrades to the Monte Vista High School Gym and Richmond High School Science Classroom Building. The implementation of these projects through modernization and campus infill projects have given us an even deeper understanding of the inter-connective nature of our programming and assessment work.

Our focus will always be on a built environment that can positively influence wellness. We know that academic success is tied to student wellness. For all projects, the critical factors for a healthy building are ventilation, air quality, thermal health, acoustics, and daylight/views. As we address required code upgrades and identify seismic improvements at the Roosevelt campus, we will strive to provide wellness features throughout the school.

HKIT has had a long-term working relationship with OUSD and the Glenview Elementary School, nearing completion, is a project we can all be very proud of; one that will make a positive change to the community and generations of students to come. We are excited to continue working with OUSD to provide the best possible learning environments for your students.

Jeff Evans will serve as Principal-in-Charge and oversee the project from start to finish. He has a deep knowledge of campus design, the impact of design on educational achievement and is committed to sustainability/wellness for all students. Jordan Fong, Project Manager, will work closely with Jeff, manage the consultant team, and serve as the day-to-day contact for the District. He understands building construction typology, aging building systems and the interconnected

nature and potential cost impact of upgrades; seismic, MEP, code related, aesthetic, and program driven enhancements. He will be ably supported by Amy Fine who will assist in the evaluation and documentation of the existing facilities. They are completing the assessment and modernization work at Thurgood Marshall, which has many similarities to Roosevelt MS. Our consultant team has been assembled because of their experience with this project type, experience with your District and with our firm.

Detailed Resumes of team members are included in Section 2.5. Additional Data of this Statement of Qualifications.



OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19

2.4. Firm Information

2.4.1. Brief History of Firm

COMPANY INFORMATION

HKIT Architects
538 Ninth Street, Suite 240
Oakland, CA 94607
T. 510.625.9800, F. 510.625.9801
www.hkit.com

CONTACT

Jeff Evans, AIA, LEED AP BD+C, Principal
jevans@hkit.com
Tax ID 94-1585540
#C32430 (Jeff Evans, Arch License #)
Business Structure: Corporation

YEARS IN BUSINESS

HKIT has been in continuous practice since 1948 (70 years), and in practice under its current name since 2008 (11 years).

NUMBER OF EMPLOYEES

Licensed Architects	17
Technical Support	25
Administration	8
Total Staff	50

LOCATION OF OFFICE

HKIT is located in Oakland, approximately 4 miles, or a 15 minute drive, from the District offices. All work will be done in our Oakland office.



PRINCIPALS

- Thomas C. Brutting, AIA
- Jeff Evans, AIA, LEED AP
- John Frando, AIA, LEED AP
- Christophe Laverne, AIA, LEED AP
- Paul McElwee, AIA, LEED AP
- Dara Youngdale, AIA, LEED AP

DIRECTOR OF DESIGN

- Rod Henmi, FAIA, LEED AP

SENIOR ASSOCIATES

- Erwin Won, LEED AP

ASSOCIATES

- Jordan Fong, AIA
- Felix Hunziker
- Frances Kwong, LEED AP
- Sonja Marck, LEED AP
- Melissa Regan-Byers, LEED AP
- Margaret Parker Salop, AIA, LEED AP
- Jason Shirriff, AIA, LEED AP

DESCRIPTION OF FIRM

HKIT has built a reputation as one of Northern California's most respected school architects. In continuous practice since 1948, our firm has designed elementary schools, secondary schools and higher education facilities all over the region; this involvement continues actively into the present. We have designed more than 100 projects for some 20 school districts and private school clients.

We are currently working with eleven school districts on a variety of K-12 educational facilities in the Bay Area. In addition to educational facilities, the firm is known for its depth of experience with affordable family housing and senior communities.

The size and structure of our firm allows for a level of specialization and client attentiveness characteristic of smaller firms, while affording a broad range of talent and expertise among our staff. We benefit from both formal and informal sharing of resources and knowledge among our staff – and abilities that span from old-school hand drawn renderings to the most current 3D computer modeling. We center our architectural practice on a deep commitment to responsive client service. The single factor that best distinguishes us as a firm is our record for attentive, thoughtful, consistent responsiveness to the needs of our clients, large or small. We are particularly proud of our strong staff and client relationships.



OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19

2.4.2. Firm's Design Philosophy

Our goal will be to create a shared vision for a renewed campus that supports best practices and long-range educational goals, is inspirational to staff and students, one that the community will take pride in; provides excellent short and long-term value to the District, and a campus that supports wellness, is sustainable, and readily maintained by the district. We will approach our work with you and your community in an interactive manner, applying a philosophy that is holistic in nature and shares the following ideals:

- **Our work is student focused** - and we will be mindful of the impact on students in all decisions made throughout the programming and assessment phase. This will manifest itself in choices about window design, lighting and ventilation upgrades, the selection of finishes and equipment and the addition of larger learning labs and collaborative workspaces. As we assess modernization choices, move through the budgeting and prioritization process, student impact will be pivotal in the process.
- We strive to **create schools that are inspirational** to both staff and students. This can take the form of a welcoming entry, friendly and highly functional cafe spaces, or classrooms that are bright, cheerful and filled with movable furniture. The school should be a safe oasis, a place to find an instructor and corner of a lab to build a model or delve into a brand-new subject. Carving out student spaces, creating classrooms that are open and highly visible, making collaborative teacher work areas, and new refreshed spaces within old bones will be our goal.
- As a fourth-generation architectural firm, with hundreds of successfully completed projects, we remain committed to **value-oriented design**. We know that Roosevelt will require a major expenditure of public funds and that funds are always limited. We and our experienced consultant team will make fiscally prudent recommendations and provide cost options for discussion as we move through the assessment phase. Our goal will be to provide best value in both the short and long-term. We recognize that some higher initial cost finishes and systems may be more durable, more reliable, and save money in the long term.
- We are committed to providing the highest level of **sustainable design** that is achievable within the confines of the existing structures, District's budget and goals.

While decreasing resource consumption and lowering costs, our focus will be on achieving wellness goals. Air quality, room temperature and noise interference can each impact a student's achievement. Our team will work together to outline the highest wellness standards.

- The design of schools entails a high degree of community awareness and involvement. We are **committed to working interactively** with school staff, neighbors and community members. We place great emphasis on the earliest planning stages when user needs and suggestions are tested and incorporated. Excellent communication and our willingness to listen is why we have such a solid record of designing schools that work for the students, for teachers and staff and the larger community.

2.4.3. Describe firm's experience developing projects within a political environment including facilitation of community involvement.

Our proposed team is comprised of individuals who have led numerous successful projects for educational campuses. These projects involve coordinating the input of large stakeholder groups and leading diverse, multi-disciplinary design teams to develop plans that reflect our client's mission and vision, and are innovative, highly functional and respectful of campus and community contexts. We engage the students, faculty, facilities department, and other stakeholders through a full spectrum of activities to get the word out and gather input. We excel at facilitating public workshops; our meetings combine presentations with real-time voting, breakout sessions and interactive alternative concepts.

A recent example of a successful, albeit challenging, community process has been with your District for the Glenview Elementary School project. The question at hand was how to replace the 1926 building with a new seismically safe structure in a manner that was consistent with District goals, respectful of an architectural icon and fitting within the context of the neighborhood. After analysis of the existing conditions, HKIT prepared master plan options for District, school site, neighborhood, and community input. For a period of six months, we met with these constituents to hear varied points of view and explore options for building retention versus new. One of our most important roles was helping guide the consensus process to create a winning outcome. We constantly work to evolve and improve in order to reach more people in a deeper way. We know from experience that

OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19

each planning, public or campus engagement effort has unique challenges and opportunities and that the best outreach techniques depend greatly on existing cultural and social networks of the community we are working with.

2.4.4. Schedule Management Procedures and Agency approval delays

The most effective way to meet project deadlines is to minimize and eliminate schedule downtime and to maintain a high level of project team continuity throughout the process. HKIT will provide strong organizational management and set up periodic defined meetings to clearly review objectives and review project status. The use of a smaller focused design team allows all members to be fully engaged in District program requirements, budgetary constraints and District Standards. HKIT has utilized this system successfully on many projects where the design team and District work in tandem to complete complex projects with accelerated schedules.

For this programming and assessment phase, which we expect to last 5-6 months, we will map out all the steps, team meetings and deliverables, in a master schedule that is shared with all. One of the first critical steps at the on-set of the project will be to kick-off the consultant team, meet at the site for our initial walk-through and obtain and distribute all of the District data including the recently completed Jacobs reports, original documents, modernization projects and site topo information. In-depth review will follow along with regularly scheduled check-ins with the team and the District, including District M&O. Our final product will include full reports from each discipline.

Running a parallel course, we will be evaluating facility usage, program deficiencies and make recommended enhancements to support educational goals. We expect that this will be built on the goals set as a part of the early visioning process that will involve the school principal, site staff and teachers and District leadership. Program requirements will be developed, alternates tested and linked to required upgrades and overall project budgeting. As conceptual plans and accompanying budgets are developed, we will meet with the team to begin the prioritization project.

While this phase takes us through programming and assessment only, we are mindful that the work will be developed and constructed at a future date. To that end, we will consider project packaging and phasing and make

recommendations to the District regarding project durations and occupancy of the buildings during construction. These will affect construction costs and project costs.

Assuming we are continuing into the next phase of work, our project manager, working with the Principal-in-Charge, will be responsible for keeping the project on budget and on schedule. At the beginning of the project, we sit down with the District and refine any outlined schedules and overall time lines. We will confirm milestone dates, appropriate deadlines for clients' review, and set aside times for approvals and agencies review. These dates are monitored by our Project Manager and coordinated with consultants during regularly scheduled meetings. If additional staff is needed to complete any phase of work, HKIT is a large enough firm to ensure sufficient staffing levels. We work pro-actively with DSA, from the start of the project through the submittal, approvals and construction phases to keep projects on the schedule. Through careful cooperation with Districts and contractors, our projects almost always open on time.

We will provide clear and thorough documents to convey information throughout the design process so decisions can be made quickly. We have the depth of experience to understand the often time consuming nature of working in a shared governance environment and will always utilize a collaborative process to engage the user groups, resolve competing design interests and keep the project moving. The future work should essentially be in alignment with the completed assessment, and it will act as an important tool in developing the next phases of work.

Division of the State Architect (DSA)

Familiarity with DSA is an important aspect of HKIT's ability to accomplish Oakland USD's goals and objectives. At HKIT, we believe that our projects proceed as planned due to our regular communications with DSA. We have an on-going relationship with DSA staff and are on a first name basis with many of the approvals agencies personnel. HKIT is located two blocks from the DSA Oakland offices; we meet at the DSA offices regularly, as we always have several school projects/applications in process. Because of our familiarity with DSA, we understand their process in depth and are able to meet their requirements promptly. We also set up early meetings on each of our projects. We make a tremendous effort to pursue closeout on all projects, no matter how long it takes. We plan for this active participation in every DSA project and have

OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19

administrative staff dedicated to this effort. We invite you to contact some of the DSA personnel familiar with HKIT:

Mr. Rich Denio, Supervising Structural Engineer
510.286.5845

DSA Closeout

We make a tremendous effort to pursue a smooth and swift closeout on all school projects. We plan for this actively in every DSA project, having Construction Administration teams that understand the steps needed to achieve closeout and administrative staff, Bonnie Williams and Lauren Prentice dedicated to this effort. We prepare and carefully manage the required DSA documents such as Change Documents during construction, prepare all our closeout paperwork in a timely fashion, monitor the closeout process and advise the entire team of their respective responsibilities in submitting closeout documentation required by DSA. We have found that the current DSA closeout system is beneficial to the everyone because it provides a higher level of transparency regarding documentation status and responsibilities and makes it very clear when documents are missing. Meeting a 3 month time frame for closeout is not easily achieved but the newer system makes it possible.

At any time, we have as many as ten projects in the process of being closed out and each run on their own time frame, dependent on the contractor's completion of the work, the IOR's ability to sign off on the project and District participation in uploading their own forms and providing final payment. Some projects are closed out more quickly than others but our team does not quit in the pursuit of closeout. Our team continues the work to be sure all forms are filed and closeout happens.

2.4.5. Identify K-12 projects performed by the firm in the past three (3) years.

HKIT brings creative design skills to address your needs.

We strive to ensure that every design reflects our clients' unique combination of user needs, community, site and budgetary constraints. We bring award-winning design abilities to your project while implementing a thoughtful, sensitive approach and belief that successful designs reflect strong collaborations with our clients. A school's design is an opportunity to make a positive impact on students, instructors and the community. We also provide inspiring design while working prudently and efficiently in order to use limited district resources in an effective manner.

Good design strengthens community. Our projects strengthen the sense of community both within the school between students and faculty and outside the campus with the neighborhood. We pay careful attention to all of the spaces as we understand how learning and information exchange can happen anywhere. We will also work carefully with the surrounding community to mitigate traffic impacts and provide appropriate connections.

Good design heightens the capability to teach and learn. We know how aware you are that comfortable students can concentrate better on their school work. We work carefully to provide classrooms that use controlled artificial and natural lighting to minimize distracting glare and provide effective lighting on the subject matter while being energy efficient. We collaborate with our mechanical engineers to provide quiet, comfortable heating, cooling and ventilation to maximize comfort and minimize energy consumption. We incorporate technology and the backbone to support ever changing tech equipment. We are sensitive to acoustic design with the use of acoustically absorbent materials as well as sophisticated mechanical systems. We design windows for good ventilation, views and comfortable natural light.

Good design integrates technology throughout the school. Technology allows connections of students to distant places, resources and persons as well as supports digital teaching tools. The most successful use of technology engenders social, interactive and collaborative learning. We provide both for up-to-date technological applications in our schools as well as the

OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19

provision of flexibility to allow schools to adapt to ever-changing developments.

Good design improves safety and security.

We design in a manner that improves safety and security by strategically design buildings to maximize line of sight supervision and avoid hidden places. We install appropriate classroom locking hardware and integrate video camera systems when desired.

Information Sharing. We believe collaboration is essential to a good design and will engage all team members in an interactive process. We will hold regularly scheduled meetings with stakeholders, user groups and share information with the overall community at Board Meetings. We will meet regularly with the District's management team and our consultant team to convey design directives, review options and impacts. We keep detailed records and will issue meetings notes regularly. When beneficial, we will mark up, scan and issue design drawings to illustrate design intent and coordination issues. This level of communication is what allows important design decisions to be thoroughly vetted and the project to move forward.

The following detailed project descriptions and illustrations demonstrate HKIT's relevant K-12 experience over the past three (3) years.



OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19

HKIT has enjoyed long term working relationships with many Bay Area School Districts in it's 70 year history, and in most cases has completed multiple projects over many years. This list highlights recent and relevant projects.

Antioch Unified School District

- Antioch High School New Construction and Modernization

Berkeley Unified School District

- Longfellow Middle School Cafeteria
- Franklin Adult School
- Hopkins Pre-School Modernization
- Jefferson Elementary School New Classrooms

Dublin Unified School District

- J.M. Amador Elementary School
- Dublin Elementary School Modernization and new Classrooms
- Frederiksen Elementary Modernization and new Classrooms
- Murray Elementary, Phase I New Kindergarten Classroom Wing

Fremont Unified School District

- Hopkins Middle School
- Azevada Elementary School Classroom Building
- Mattos Elementary School Classroom Building
- American High School Dining Commons and Modernization

Hayward Unified School District

- Conceptual Design and planning for 2014 Measure H Bond
- Fairview Elementary School New School for 650 students

Livermore Valley Joint Unified School District

- East Avenue Middle School Master Planning
- Granada High School Modernization
- Mendenhall Middle School Modernization
- Mendenhall Middle School New Science Bldg
- Joe Mitchell Elementary School Modernization
- Emma Smith Elementary Modernization and New Construction
- Arroyo Mocho Elementary Renovations

Lafayette School District

- New STEAM Building, Stanley Middle School
- Master Planning
- Modernization on five (5) campuses

Martinez Unified School District

- John Muir Elementary School

Oakland Unified School District

- Glenview Elementary School
- Learning Without Limits School

Piedmont Unified School District

- New STEAM Building, Piedmont High School
- New Performing Arts Theater
- District-wide infrastructure upgrades

Pleasanton Unified School District

- Amador Valley High School Classroom Building
- Foothill High School Classroom Building
- Architectural Pool / 2016 Bond
- Bond Implementation Plan

San Francisco Unified School District

- Thurgood Marshall High School Modernization
- John Yehall Chin Elementary School
- Starr King Elementary School Modernization and Addition

San Mateo-Foster City School District

- Audubon Elementary School Modernization
- Baywood Elementary School New Classroom and LGI Building
- Knolls Elementary School Facilities Assessment and Modernization

San Leandro Unified School District

- Facilities Assessments and Master Planning
- Madison Middle School Modernization
- Garfield and Wilson Elementary Schools / Classroom Bldgs

San Mateo Union High School District

- Aragon High School New Theater and Student Services Center
- Faculty and Staff Housing

San Ramon Valley Unified School District

- Stone Valley Middle School
- San Ramon High School New Classroom Building
- Monte Vista High School Seismic Upgrade
- San Ramon High School Pool Complex
- Vista Grande Elementary Modernization and Infill
- Green Valley Elementary Modernization and Infill
- Rancho Romero Elementary Modernization and Infill

South San Francisco Unified School District

- Modular Classrooms at (11) eleven sites
- New Science Classrooms at (4) four sites

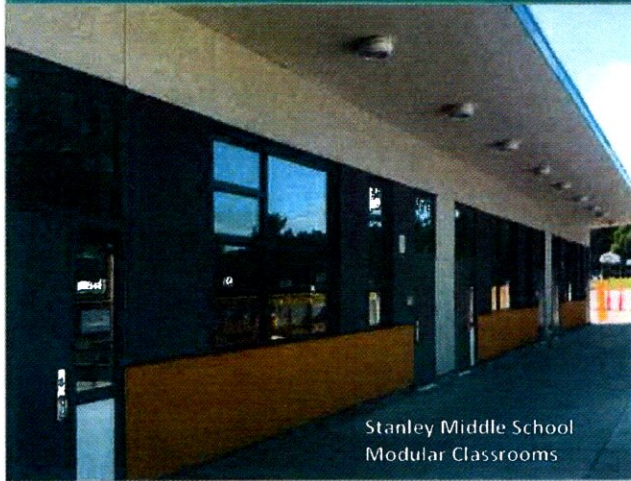
West Contra Costa Unified School District

- Richmond High School Practice Gymnasium
- Science Classroom Building seismic upgrade and modernization

OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19

DISTRICT-WIDE CAMPUS MODERNIZATION | LAFAYETTE SCHOOL DISTRICT



Year Completed 2019

Scope of Project HKIT was retained by the District to provide design and planning services on five school campuses, including four elementary schools, and one middle school. HKIT prepared assessments and master plan documents for all campuses.

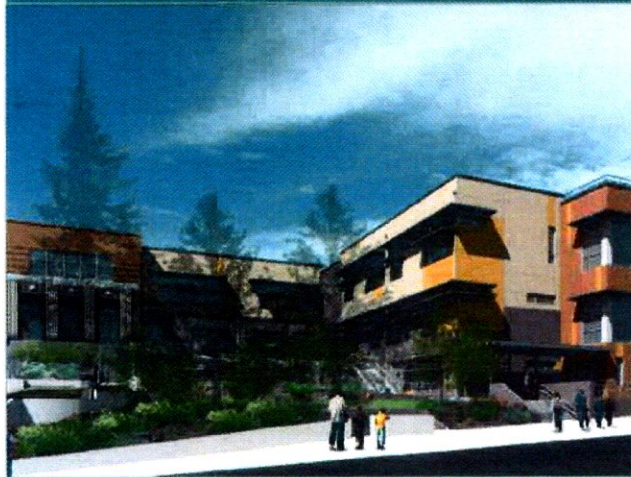
Client Contact Richard Whitmore, Superintendent
Lafayette School District
(925) 927-3584

Construction Cost \$ 70,000,000 Bond

HKIT Person in Charge Dara Youngdale, Principal-in-Charge

Litigation None

GLENVIEW ELEMENTARY SCHOOL | OAKLAND UNIFIED SCHOOL DISTRICT



Year Completed 2020 (estimated)

Scope of Project HKIT completed a full assessment and master plan options for District, school site, neighborhood, and community input to explore options for building retention vs. new construction. The District ultimately chose a new K-5 school.

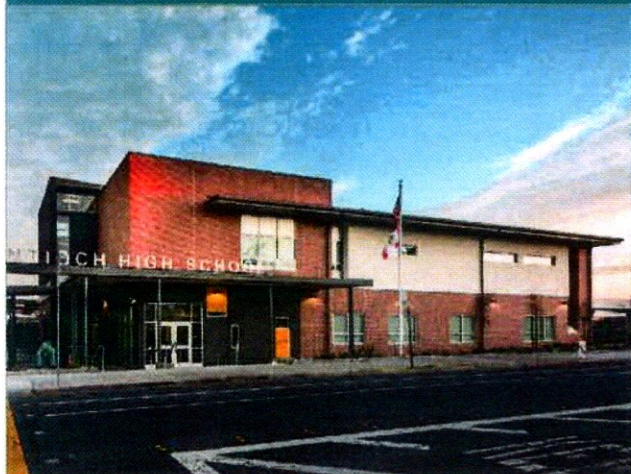
Client Contact Tadashi Nakadegawa
Director of Facilities
(510) 879-2962

Construction Cost \$ 45,990,043

HKIT Person in Charge Dara Youngdale, Principal-in-Charge
Jeff Evans, Project Manager

Litigation None

ANTIOCH HIGH SCHOOL | ANTIOCH UNIFIED SCHOOL DISTRICT



Year Completed 2018

Scope of Project \$56M Bond program for new construction and modernization of high school campus including: new library/admin bldg., new cafeteria bldg., athletic facilities, and classroom modernization.

Client Contact Louie Rocha, Principal
O: (925) 779-7550 M: (925) 522-1007

Construction Cost \$ 9,048,433 (new library/admin)
\$ 3,999,837 (classroom mod)
\$ 8,132,176 (cafeteria)

HKIT Person in Charge Dara Youngdale, Principal-in-Charge

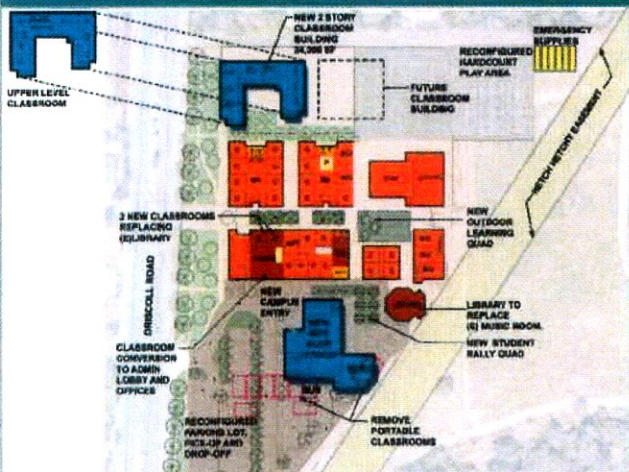
Litigation None

OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19

THURGOOD MARSHALL HIGH SCHOOL SAN FRANCISCO UNIFIED SCHOOL DISTRICT	
	<p>Year Completed 2018</p> <p>Scope of Project HKIT completed a full assessment of this high school campus in preparation for a \$26M modernization program including accessibility improvements, structural upgrades, and health and safety improvements. The modernization is currently under construction.</p> <p>Client Contact Waziuddin Chowdhury San Francisco Unified School District (415) 241-6152</p> <p>Construction Cost \$ 23,370,751</p> <p>HKIT Person in Charge Dara Youngdale, Principal-in-Charge</p> <p>Litigation None</p>

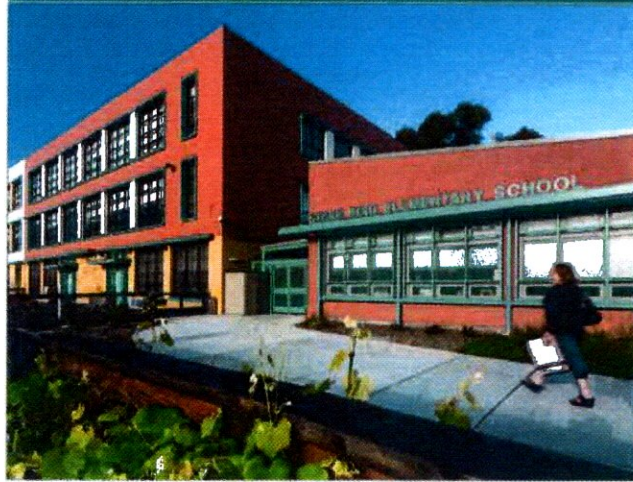
STONE VALLEY MIDDLE SCHOOL SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT	
	<p>Year Completed 2019</p> <p>Scope of Project New two-story classroom building with specialized classrooms for digital media, art, and sciences in addition to 19 regular classrooms, interim library, and a new multi-use building which will accommodate assemblies, performance, music and drama programs.</p> <p>Client Contact Daniel Hillman, Facilities Director San Ramon Valley Unified School District (925) 552-2970</p> <p>Construction Cost \$ 28,200,000</p> <p>HKIT Person in Charge Jeff Evans, Principal-in-Charge</p> <p>Litigation None</p>

HOPKINS MIDDLE SCHOOL FREMONT UNIFIED SCHOOL DISTRICT	
	<p>Year Completed 2020 (estimated)</p> <p>Scope of Project This conversion of an existing Junior High school campus to a Middle School started with a campus-wide assessment. The \$45M transformation will provide a supportive and engaging environment with robust technology and flexible learning environments.</p> <p>Client Contact John Chwastyk Director of Facilities and Construction (510) 659-2559</p> <p>Construction Cost \$ 45,000,000 (estimate)</p> <p>HKIT Person in Charge Dara Youngdale, Principal-in-Charge</p> <p>Litigation None</p>

OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19

STARR KING ELEMENTARY SCHOOL | SAN FRANCISCO UNIFIED SCHOOL DISTRICT



Year Completed 2016

Scope of Project This project is part of the SFUSD's effort to complete seismic safety and modernization projects to make all schools more earthquake safe and energy efficient, and make technology improvements in all classrooms to enable 21st Century learning.

Client Contact Waziuddin Chowdhury
San Francisco Unified School District
(415) 241-6152

Construction Cost \$ 9,950,220

HKIT Person in Charge Dara Youngdale, Principal-in-Charge

Litigation None

PIEDMONT HIGH SCHOOL STEAM CLASSROOM BLDG | PIEDMONT UNIFIED SCHOOL DISTRICT



Year Completed 2020 (estimated)

Scope of Project The result of a \$66M facilities improvement bond, this new STEAM classroom building, currently under construction, includes four CTE computer labs, six science labs, an engineering lab, two art classrooms, seven other regular classrooms.

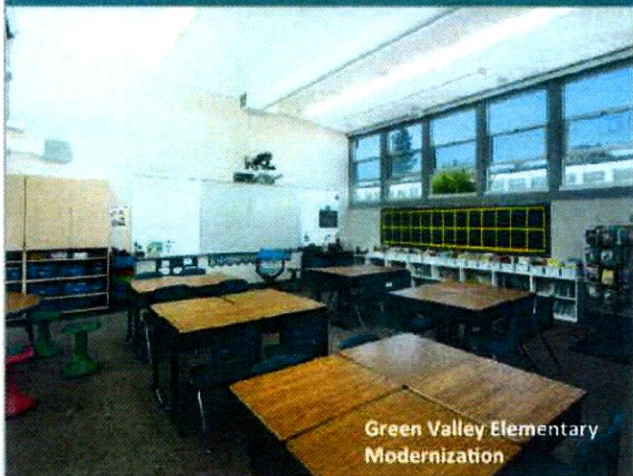
Client Contact Pete Palmer, Facilities Director
Piedmont Unified School District
(510) 594-2877

Construction Cost \$ 22,997,769

HKIT Person in Charge Jeff Evans, Principal-in-Charge

Litigation None

ELEMENTARY SCHOOL MODERNIZATION | SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT



Green Valley Elementary
Modernization

Year Completed 2020 (estimated)

Scope of Project HKIT is currently involved with modernization work at three (3) elementary school campuses. Work includes access compliance, fire alarm and electrical system upgrades, data/infrastructure improvements, and exterior work such as room and window replacement.

Client Contact Daniel Hillman, Facilities Director
San Ramon Valley Unified School District
(925) 552-2970

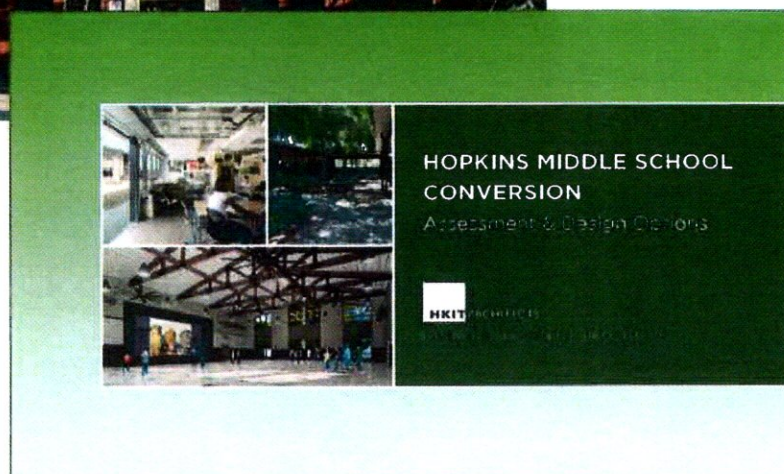
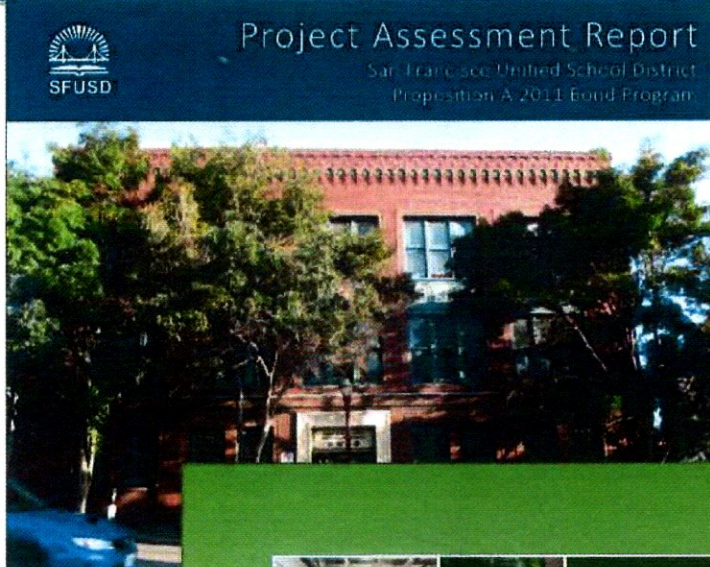
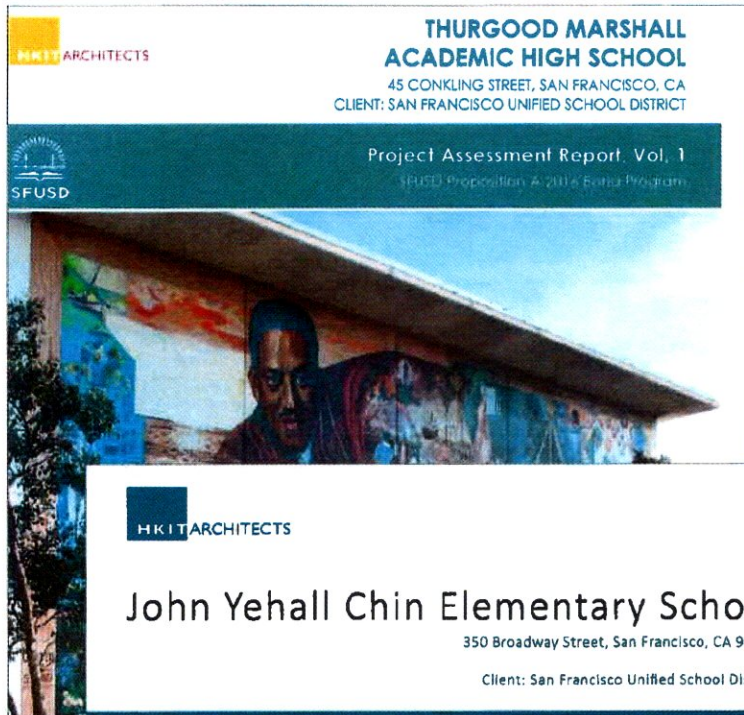
Construction Cost \$15M

HKIT Person in Charge Jeff Evans, Principal-in-Charge

Litigation None

OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19



Recent K-12 Campus Assessments

HKIT has completed three recent relevant assessment projects. Two for the San Francisco Unified School District and one for Fremont Unified School District. Each assessment included:

- A thorough review of all campus architectural record drawings, roof reports, hazmat and safety issues, review of building code compliance and alterations history.
- Extensive interviews and consultation with District maintenance and operations staff, school maintenance staff and faculty. Review of past, current, and potential future campus operations issues with an emphasis on maintenance problems, subsurface, infrastructure, electrical, and utility functional deficiencies.
- A comprehensive site survey, with an evaluation of campus safety and security issues. Survey included evaluation of structural framing, roof condition and integrity, site drainage, site amenities, site ADA access, HVAC systems, and electrical systems.
- Review and development of current and projected educational program needs.

The assessment data was compiled in a comprehensive narrative matrix with safety, code, and functional needs as priorities.

OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19

APPENDIX

2.5. Additional Data

Provide additional information about the Firm as it may relate to the Statement of Qualifications. This can include letters of reference or testimonials.

Sustainable Design

HKIT is committed to working with clients to design buildings that are healthful and reduce environmental impacts. The firm currently has 12 LEED Accredited Professionals on staff. Further, we take part in larger industry efforts to promote green building. Our participation includes: the writing of the Multifamily Green Building Guidelines; working with the Bay Area's non-profit development community to revise the Tax Credit Allocation Committee's point system following revisions to the energy code; and sharing information with peers about incorporating photovoltaics in affordable housing projects.

We work closely with our consulting engineers and District Maintenance and Operations staff to provide the most appropriate facilities which are energy efficient, cost effective and easily maintained. Mechanical and Electrical systems are evaluated for ease of use, energy efficiency, reliability, acoustics, and overall lifecycle costs.

We have learned that the best buildings are designed and detailed utilizing durable, vandal resistant, long lasting materials that will continue to look good over the long term with minimal maintenance. We also believe in using environmentally sustainable materials when appropriate and will only specify sustainable products that have a proven track record.

Proposed Personnel / Project Team

The team we have assembled for the Oakland Unified School District has a significant depth of experience and has worked together on similar projects. In addition to the key personnel mentioned below, we have several other HKIT staff members who can be called upon to supplement our recommended staffing, should the need arise. We carefully manage our staff's workload so that they can devote in-depth attention to each project. Our Principals limit the number of projects they take on so that they can work directly with each District and participate in each project.

Following is a description of each team member's role and responsibilities.

Jeff Evans, AIA, LEED AP BD+C

Principal-in-Charge

- Oversee budget and schedule
- Provide Educational Programming
- Meet with your representative(s), boards, site committees, teachers, students, community groups, and other interested parties
- Provide design presentations to Board and Community
- Quality assurance throughout the project
- Participates in community outreach process
- Lead sustainable and wellness design
- Lead prioritization process

Jordan Fong, Associate

Project Manager

- Day-to-day District contact
- In depth review of existing conditions, documents
- Manages budget, schedule, consultant team
- Leads preparation of Assessment Report
- Review & coordinate/integrate DSA review comments
- Coordinate with local agencies, utilities, and fire department jurisdictions
- Quality Assurance / plan review
- Manage budgeting process

Amy Fine

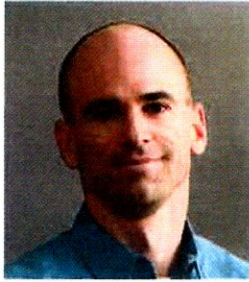
Project Designer

- Collaborate with team to develop design work
- Prepares graphic material
- Review existing (e) conditions
- Coordinate with consultants
- Assist in preparation of Assessment Report

Detailed resumes follow.

OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19



Jeff Evans, AIA, LEED AP BD+C

Principal-in-Charge
License #C32430

Jeff Evans joined HKIT in 2004, and has focused his career on the design of thoughtful, efficient and inspiring learning environments. As principal, he is one of HKIT's prime resources

for sustainable building practices, wellness in education settings, innovative school design, and emerging trends in the K-12 sector. His experience includes complex district-wide Master Plans, modernizations and new construction, school assessments, facilitating community, faculty, and staff involvement, and public presentations. Jeff received his BS in Architecture from the University of Virginia in 2000, and his Masters in Architecture from UC Berkeley in 2004. Jeff is a Licensed Architect in the State of California.

Martinez Unified School District

- John Muir Elementary School

West Contra Costa Unified School District

- Richmond High School Practice Gymnasium and Science classroom modernization

Pleasanton Unified School District

- Amador Valley High School Classroom Building
- Foothill High School Classroom Building

Piedmont Unified School District

- Piedmont High School, New STEAM Classroom Building
- Piedmont High School, New Performing Arts Theater

San Ramon Unified School District

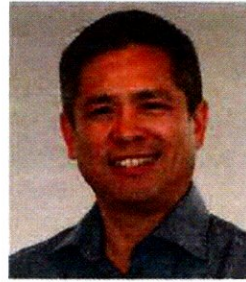
- Stone Valley Middle School, San Ramon: Capital Need Analysis & Master Planning, New Classroom and Multi-Purpose Buildings
- Green Valley Elementary School, San Ramon: New administration building, two classroom wings
- Monte Vista High School Gym Seismic Upgrade
- Neil Armstrong Elementary School Seismic Analysis
- Vista Grande Elementary School, San Ramon: New multi-purpose building, classroom building and library renovation

Oakland Unified School District

- Glenview Elementary School Modernization
- Jefferson Elementary: New School

San Ramon Valley Unified School District

- Stone Valley Middle School, New Classroom and Multipurpose Buildings
- San Ramon Valley High School Classroom Building



Jordan Fong, AIA Project Manager

Jordan Fong joined HKIT in 1999 and serves as a Project Architect and Project Manager on primarily educational projects. His recent experience includes working with the San Francisco Unified School District on two assessment and

modernization projects at Thurgood Marshall High School and Starr King Elementary School. Assessments included seismic evaluations and cost estimating to assist in the prioritization process. Mr. Fong received his Bachelor of Architecture from the University of Hawaii in 1983. He is a registered architect in the State of California.

San Francisco Unified School District

- Thurgood Marshall High School Assessment and Modernization
- Starr King Elementary School Assessment, Addition and Modernization

Pleasanton Unified School District

- District-Wide Assessment

San Ramon Valley Unified School District

- Monte Vista High School Gym Seismic Upgrade
- Neil Armstrong Elementary School Seismic Analysis
- Green Valley Elementary School, San Ramon: New administration building, two classroom wings
- Vista Grande Elementary School, San Ramon: New Multi-Purpose Building, classroom building and library renovation
- Rancho Romero Elementary School, Danville: New Administration Building, new kindergarten classrooms

San Mateo-Foster City School District

- Baywood Elementary School: New LGI building
- Knolls Elementary School Modernization
- Park Elementary School Modernization
- Parkside Elementary School Modernization
- Bayside Middle School modernization

Oakland Unified School District

- Learning Without Limits Elementary School

Making Waves Academy, Richmond

- Adaptive re-use of industrial buildings to charter school for grades 6-12
- New two-story classroom building

Walnut Creek School District

- Doris Eaton Elementary School Modernization

OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19



Amy Fine
Project Designer

Ms. Fine joined HKIT in 2017, and has been an integral part of the school planning and design team. Her previous work with SIM Architects, Inc. included numerous new and remodeled school facilities. She oversees all phases of projects from project assessment to closeout and has significant experience working with DSA. Amy received her AS, Architecture degree from Fresno City College.

San Francisco Unified School District

- Thurgood Marshall Academic High School Assessment and Modernization

Pleasanton Unified School District

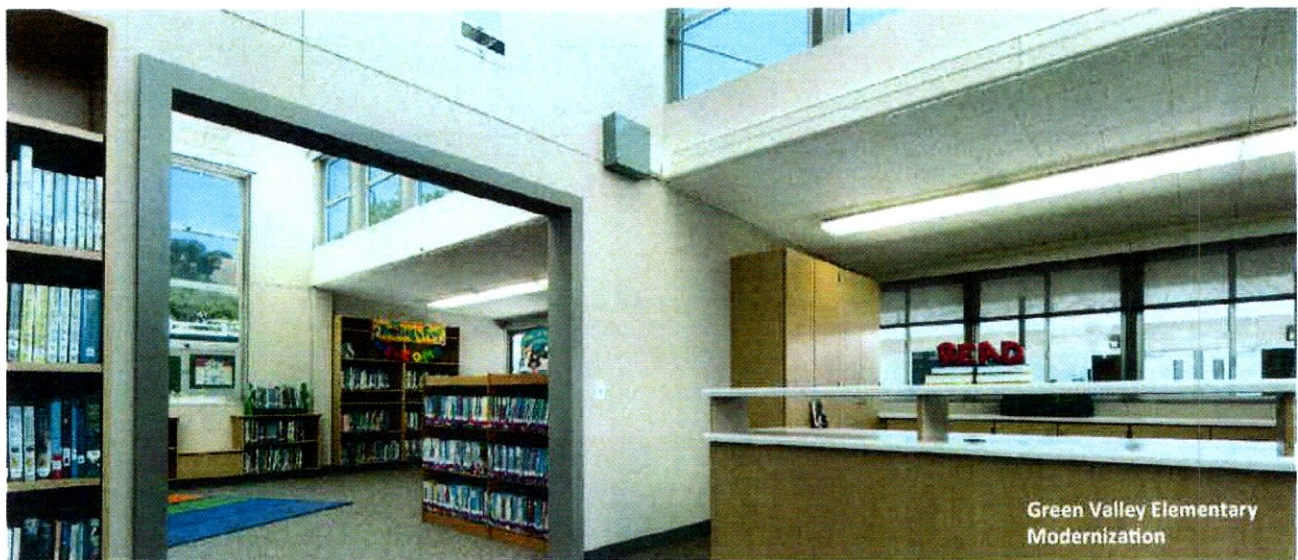
- Harvest Park Middle School Library
- Various modernization projects, multiple campuses

San Leandro Unified School District

- Garfield Elementary School new classrooms
- Wilson Elementary School new classrooms

Projects completed with SIM Architects

- St. Joseph Catholic School
- Blue Hills Elementary School, Cupertino Union School District
- Montclair Elementary School, Cupertino Union School District
- Erikson Elementary School, San Jose Unified School District
- Hayward USD ADA upgrades at fourteen (14) sites
- St. Patrick Elementary, new mechanical and fire alarm systems



OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19

Proposed Consultants

We are recommending the following list of consultants for your consideration. We have years of experience working on educational projects with these specialized consultants and are confident they are sensitive to the need for cost effective design and share our focus on client service. In addition, our longstanding relationships with these firms result in many advantages to our clients such as more competitive overall fees, higher level of responsiveness, and rigorous cost control from the project outset which minimizes the need for value engineering later.

After years of collaboration with these consultants we can provide a higher level of document coordination which results in better constructability and quality control. Experience with local agency review can also shorten permitting and review periods. Several of these consultants have worked with the District and are familiar with the school sites and District Standards. In some disciplines we have included alternate consultants; we will work with the District to select the most appropriate firm in each discipline depending on the size and scope of the project(s).

DISCIPLINE	FIRM	CONTACT
Structural Engineering	IDA Structural Engineers 1629 Telegraph Avenue, Suite 300, Oakland, CA 94612	Mr. Stephen DeJesse, S.E. 510.834.1629, srdejesse@ida-se.com
Mechanical Engineering	H&M Mechanical Group 8517 Earhart Rd., Suite 230, Oakland, CA 94621	Mr. Gary Hennings, Principal 510.569.2000, gary@hm-mechanical.com
Electrical Engineering	BWF Consulting Engineers 220 S. Spruce Ave., Ste. 203, SSF, CA 94080	Mr. Michael Voigtlander, Principal 650.871.0220, mvoigtlander@bwfce.com
Civil Engineering	Bellecci & Associates 2290 Diamond Blvd., Suite 100, Concord, CA 94520	Robert Broestl, PE, Principal Project Manager 925.685.4569, rbroestl@bellecci.com
Cost Estimating	Cumming Construction Management, Inc. 475 Sansome St., Ste. 520, San Francisco, CA 94111	Mr. Nick Mata, Associate Director 415.748.3080, nmata@ccorpusa.com

OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19



PROPOSITION A- BOND PROGRAM
135 VAN NESS AVE., SAN FRANCISCO, CA 94102

January 27, 2017

TO WHOM IT MAY CONCERN

I am pleased to write this letter of recommendation for HKIT Architects.

The San Francisco Unified School District is embarking on its fourth Bond program over the last fourteen years. Our journey started with the 2003 Bond Program, followed by the 2006 Bond program. HKIT was selected as one of the "new" firms in our 2011 Bond program pool of selected Architects.

HKIT's first project was Starr King Elementary school Modernization, one that the District had initially handed over to another firm. HKIT promptly took over the project, and between getting familiar with our District Design guidelines in short order and to the new surroundings, it proceeded to deliver without skipping a beat. That project was completed recently and has substantially changed the school environment for the better. Its last project with us is the Modernization of J.Y .Chin Elementary School a historic building with a masonry skin. It has been sensitive to the design issues that mattered most to the Site as well as to the District. That project is currently under construction.

HKIT has years of experience as an Architectural firm, and has an impressive portfolio of Projects where both Modernization and new construction of schools figure prominently. Personally for me, I have found its service to be very professional as well as personal. HKIT is a team player, and its responsiveness to our concerns and needs has been exemplary. I would highly recommend HKIT to provide planning and design of any upgrades and/ or new facilities. For any questions, please feel free to contact me.

Sincerely

Waziuddin Chowdhury, AIA LEED AP ®
Prop A- Facilities Bond Program
Director, Bond Program Management

(415) 241 6152 x. 1529

OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19



Lafayette School District

3477 School Street ♦ Lafayette, CA 94549
(925) 927-3502 ♦ Fax: (925) 284-1525
www.lafsd.org

February 6, 2017

To whom it may concern:

It is without reservation that we recommend the firm of HKIT Architects for architectural services. HKIT has done an excellent job of preparing assessments and master plan documents in preparation for our district bond program. After the passage of the bond in June, we extended HKIT's contract to prepare construction documents for both new construction and modernization projects.

As principal architect, Dara Youngdale facilitated multiple staff and community meetings and presented several viable options for the district's consideration. HKIT's entire team is professional and personable. They listen to input at design meetings and develop thoughtful and beautiful designs based on that input. HKIT has the ability to balance creative designs with budget constraints, and when presented with competing priorities they have the resources and talent to create solutions that meet the needs of the district.

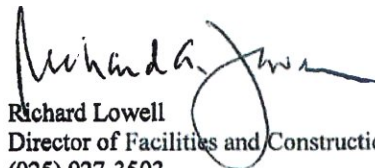
This is the first bond program that HKIT has worked on for Lafayette School District, but Director of Facilities Rich Lowell has worked with HKIT on successful projects in other districts for over 20 years. He has found them always to be very responsive to the needs and concerns of the district.

We highly recommend HKIT Architects for planning and design for modernization or new construction projects. If you have any questions please feel free to contact either of us.

Sincerely,



Rachel Zinn
Superintendent
(925) 927-3502



Richard Lowell
Director of Facilities and Construction
(925) 927-3503

OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19

2.6. Professional Fees

Detailed Fee Proposal

TEAM MEMBER	PROPOSED FEE
HKIT Architects	\$ 59,500
IDA Structural Engineers (Structural Eng)	\$ 28,050
H&M Mechanical Group (Mechanical Eng)	\$ 7,370
BWF Consulting Engineers (Electrical Eng)	\$ 9,350
Bellecci & Associates (Civil Engineer)	\$ 10,330
Cumming (Cost Estimator)	\$ 11,200
TOTAL	\$ 125,800

Provide a detailed schedule of the Consultant's and Sub-consultants hourly billing rates and a breakdown of associated costs for all tasks proposed (including contingency costs per task).

Billing rates for HKIT Architects are included below.
Effective January 1, 2019 (subject to annual adjustments)

POSITION	HOURLY RATE
Principal-in-Charge	\$ 220.00
Managing Principal	\$ 175.00
Project Manager	\$ 125.00 - \$ 190.00
Project Architect	\$ 125.00 - \$ 160.00
Specification Writer	\$ 135.00 - \$ 150.00
Construction Admin	\$ 130.00 - \$ 190.00
Senior Designer	\$ 135.00 - \$ 160.00
Designer	\$ 105.00 - \$ 135.00
Interior Designer	\$ 90.00 - \$ 170.00
Draftsperson	\$ 90.00 - \$ 135.00

IDA STRUCTURAL ENGINEERS / STRUCTURAL ENGINEER

POSITION	HOURLY RATE
Principal-in-Charge	\$ 200.00 - \$235.00
Associate/Structural Engineer	\$ 180.00
Senior Structural Engineer	\$ 180.00
Structural Engineer	\$ 150.00 - \$ 180.00
Civil Engineer	\$ 125.00 - \$ 160.00
Structural Designer	\$ 120.00 - \$ 150.00
Senior CAD/Revit Operator	\$ 110.00 - \$ 135.00
CAD/Revit Operator	\$ 95.00 - \$ 125.00
Administrative Staff	\$ 75.00 - \$ 100.00

H&M MECHANICAL GROUP / MECHANICAL ENGINEER

POSITION	HOURLY RATE
Principal	\$ 249.00
Engineer	\$ 192.00
Designer	\$ 141.00
Draftsperson	\$ 114.00
Civil Engineer	\$ 125.00
Administration	\$ 89.00

BWF CONSULTING ENGINEERS / ELECTRICAL ENGINEER

POSITION	HOURLY RATE
Principals/Engineer	\$ 275.00
Designer	\$ 135.00 - \$165.00
CAD Operator	\$ 135.00 - \$165.00
Clerical	\$ 110.00 - \$130.00

OAKLAND UNIFIED SCHOOL DISTRICT

MODERNIZATION OF SCHOOL FACILITIES AT ROOSEVELT MIDDLE SCHOOL | 07.11.19

BELLECCI & ASSOCIATES / CIVIL ENGINEER

POSITION	HOURLY RATE
Principal	\$ 240.00
Project Manager	\$ 206.00
Professional Engineer	\$ 198.00
Senior Engineer	\$ 174.00
Design Engineer / Assoc. Engineer / Project Engineer	\$ 156.00
Assistant Engineer	\$ 146.00
Construction Manager	\$ 206.00
Resident Engineer	\$ 174.00
Senior PW Inspector	\$ 150.00
PW Inspector	\$ 128.00
Professional Land Surveyor	\$ 206.00
Survey Coordinator	\$ 170.00
Flag Person	\$ 138.00
1-Man Field Survey Crew	\$ 94.00
2-Man Field Survey Crew	\$ 198.00
3-Man Field Survey Crew	\$ 278.00
Legal/Expert Witness	\$ 358.00
Clerical	\$ 74.00

CUMMING / COST ESTIMATOR

POSITION	HOURLY RATE
Managing Principal / Vice President	\$ 265.00
Managing Director / Director / Regional Director	\$ 220.00
Associate Director	\$ 195.00
Senior Cost Manager	\$ 185.00
Cost Manager	\$ 170.00
Assistant Cost Manager / Estimating Technician / Intern	\$ 120.00

Acknowledgment of receipt of Addenda

We acknowledge the receipt of following addenda to the Oakland Unified School District RFQ/P for Design Services for Upgrades and Modernization of School Facilities t Roosevelt Middle School.

- Addendum No. 1, issued 7/2/2019

3. Local, Small Local and Small Local Resident Business Enterprise Program

The following Local Business Participation Worksheet indicates that HKIT and our proposed design team meet the guidelines of the Local Business Utilization Policy requiring a mandatory fifty percent (50%) LBU participation with 25% or less Local Business LBE) participation and 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation.

Exhibit A
RATE SCHEDULE

Exhibit B
PROJECT SCHEDULE



Paul Orr <paul.orr@ousd.org>

Fwd: Revised Fee Proposal - OUSD Roosevelt MS Assessment

1 message

Kenya Chatman <kenya.chatman@ousd.org>

Mon, Sep 9, 2019 at 9:24 AM

To: Paul Orr <paul.orr@ousd.org>

----- Forwarded message -----

From: **Evans, Jeff** <jevans@hkit.com>

Date: Thu, Aug 29, 2019 at 2:01 PM

Subject: Revised Fee Proposal - OUSD Roosevelt MS Assessment

To: Kenya Chatman <kenya.chatman@ousd.org>, Tadashi Nakadegawa <tadashi.nakadegawa@ousd.org>

Cc: Vu, Lisa <lvu@hkit.com>

Hello Kenya & Tadashi -

As per our meeting Friday 8/23/19 & follow-up, HKIT was to revise its scope and fee for the OUSD Roosevelt Assessment to add:

Structural: ASCE 41-17 Tier 2 Analysis

Building Envelope/Roofing Assessment

Please find attached the revised fee proposal, format consistent with the original response to the RFP. The fee has been adjusted to include the above services. The structural engineer's cost has increased and a new consultant has been added to the team for building envelope / roofing assessment. As well, HKIT's fee has increased slightly to cover managing this additional scope.

Please note, the Building Envelope/Roofing Assessment presently includes \$9680 for the core assessment and \$7700 for sampling and lab testing of the roofs. If the lab tests of the roof are not needed, for example if because they are so good or so bad, then this portion of the fee would not be billed. I thought it would be preferable to include it now and not bill over having to do an addendum later to add it. Let me know if you request a different approach.

We are very happy to be partnered with OUSD again on another project. We look forward to this starting in October.

Thank you

Jeff Evans, AIA, LEED AP BD+C

Principal



538 Ninth Street Suite 240 • Oakland California 94607

T 510 318 6262 • F 510 625 9801 • jevans@hkit.com • www.hkit.com



This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise Jeff Evans immediately at HKIT (510) 625-9800.

Please consider the environment before printing this e-mail

Kenya Chatman
Acting Director of Facilities
Every Student Thrives!
www.OUSD.org
v) 510 535-7050
f) 510 535-7042
m) [510-500-5630](tel:510-500-5630)
955 High Street
Oakland, CA 94601
kenya.chatman@ousd.org

2 attachments

HKIT.19021.OUSD.Roosevelt.MS.Assessment.Fee.Local.Biz.pdf
68K

HKIT.19021.OUSD.Roosevelt.MS.Assessment.Fee..pdf
75K



538 NINTH STREET SUITE 240 OAKLAND, CALIFORNIA 94607 T 510 625 9800 WWW.HKIT.COM A CALIFORNIA CORPORATION

September 13, 2019

Mr. Paul Orr
Facilities
Oakland Unified School District
955 High Street
Oakland, CA 94601

Reference: Roosevelt Middle School Assessment
Change in Fee Since submittal of RFP Response
HKIT Project # 19021.00

Dear Paul,

In response to the RFP for the Roosevelt MS Assessment, HKIT provided a proposed fee of \$125,800. Following the RFP phase, additional scope was requested by OUSD. Subsequently HKIT revised its fee to \$153,502 to include the additional scope.

The initial RFP limited the structural assessment scope to an ASCE 41-17 Tier 1 analysis. OUSD later revised this request to add an ASCE 41-17 Tier 2 analysis. The Tier 1 analysis simply identifies potential problem areas and is most conservative. The additional Tier 2 analysis adds the step of checking potential problem areas identified in Tier 1 with additional analysis including calculations. It is possible for potential problem areas to drop off after a Tier 2 analysis. Tier 2 analysis is recommended. The Structural engineer's fee increased from \$28,050 to \$34,650 to add the Tier 2 analysis.

The initial RFP did not include a waterproofing & envelope consultant. At the request of OUSD, a waterproofing & envelope consultant was added to HKIT's team. The Roosevelt MS building dates from the 1930s. With the age of the exterior and with the presence of some original exterior envelope features, it was recommended to add a waterproofing & envelope consultant to the team. This consultant will review the building in detail and generate a report with diagnosis and recommendations. Additionally, it was recommended to include the option of lab testing roofing samples to more precisely determine whether or not it needed replacement. This additional consultant added \$17,380 to the fee. The fee includes \$9680 for the core assessment and \$7700 for sampling and lab testing of the roofs. If the lab tests of the roof are not needed, then this portion of the fee would not be billed.

With the additional scope noted above, HKIT's fee increased from \$59,500 to \$64,000. Note, the mechanical engineer's fee reduced from \$7370 to \$6600.

Very truly yours,

HKIT ARCHITECTS

A handwritten signature in blue ink, appearing to read "JEFF EVANS", is written over the printed name.

Jeff Evans, AIA, LEED AP BD+C

Team Member	Proposed Fee
HKIT Architects	\$64,000
IDA Structural Engineers	\$34,650
H&M Mechanical Group	\$6,600
BWF Consulting Engineers	\$9,350
Bellecci & Associates	\$10,329
Cumming	\$11,193
ABB Inc	\$17,380
Total Participation	\$153,502

Team Member	Proposed Fee	Projected Percent of Total Fee Per Team Member	LBEX	SLBEX	SBLR%	City of Oakland certification number
Prime Company : HKIT Architects Address: 538 9th St #240, Oakland, CA 94607 Phone: 510-825-9800 Email: jlevans@hkit.com	\$64,000	42%	42%			6123
Company: IDA Structural Engineers Address: 1629 Telegraph Avenue, Suite 300, Oakland CA 94612 Phone: 510-569-1629 Email: ardejesse@ida-se.com	\$34,650	23%			23%	7063
Company: H&M Mechanical Group Address: 8517 Earhart Rd., Suite 230, Oakland, CA 94621 Phone: 510-569-2000 Email: gary@hm-mechanical.com	\$6,600	4%		4%		2691
Company: BWF Consulting Engineers Address: 220 S. Spruce Ave., Ste 203, South SF, CA 94080 Phone: 650-871-0220 Email: mvoltlander@bwfce.com	\$9,350	6%				
Company: Belleod & Associates Address: 2290 Diamond Blvd., Suite 100, Concord, CA 94520 Phone: 925-686-4569 Email: rbroestl@belleod.com	\$10,329	7%				
Company: Cumming Construction Management, Inc. Address: 475 Sansome St., Ste. 520, San Francisco, CA 94111 Phone: 415-748-3080 Email: nmata@ccorpusa.com	\$11,193	7%				
Company: Allana Bulck & Bers Inc. Address: 1333 Broadway, Suite 410 Oakland CA 94609 Phone: 510.808.6616 Email: jbell@abbae.com	\$17,390	11%	11%			7912
Totals:	\$153,502	100%	53%	4%	23%	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2019

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

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

PRODUCER
Dealey, Renton & Associates
License # 0020739
P. O. Box 12675
Oakland CA 94604-2675

CONTACT NAME: Nancy Ferrick

PHONE (A/C, No, Ext): 510-465-3090

FAX (A/C, No): 510-452-2193

E-MAIL ADDRESS: nferrick@dealeyrenton.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Sentinel Insurance Co. LTD

11000

INSURER B: XL Speciality Insurance Company

37885

INSURER C: HARTFORD INSURANCE COMPANY

38288

INSURER D:

INSURER E:

INSURER F:

INSURED
HKIT Architects
538 Ninth Street, Suite 240
Oakland CA 94607

HKITARCHI

COVERAGES

CERTIFICATE NUMBER: 1928697826

REVISION NUMBER:

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For use on proposals. An Actual certificate will be issued at the request of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION 30 Days Notice of Cancellation

...Sample Certificate...

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



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Roosevelt Middle School Design Upgrades & Mod	Site	212
--------------	---	------	-----

Basic Directions

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

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

Contractor Information

Contractor Name	HKIT Architects	Agency's Contact	Jeffery Evans					
OUSD Vendor ID #	001995	Title	President					
Street Address	538 Ninth Street, Suite 240	City	Oakland	State	CA	Zip	94607	
Telephone	510-318-6262	Policy Expires						
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
OUSD Project #	19134							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	10-24-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	10-24-2020
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$153,502.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9799 9787	Fund 21, Measure B	210-9799-0-9787-8500-6215-212-9180-9901-9999-99999	6215	\$153,502.00

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	9/25/19		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature (as to term only)	Date Approved	10/1/19		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	10/2/19		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			