

Board Office Use: Legislative File Info.	
File ID Number	20-0345
Introduction Date	3-11-2020
Enactment Number	20-0404
Enactment Date	3/11/2020 lf



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date March 11, 2020

Subject Amendment No. 2, of an Agreement for Architectural Services for the Hillcrest Elementary School Finishing Kitchen & Cafeteria Project to Perkins Eastman Architects DPC

Action Requested Approval by the Board of Education of Amendment No. 2, of an Agreement for Architectural Services between the District and Perkins Eastman Architects DPC, Oakland CA, for the latter to provide the following amended services: Structural engineering services to design site retaining walls, calculations, construction details and construction administration. Also includes extra services by Architect team to conform construction documents to new bookmarking procedures required by the Division of the State Architects, for Hillcrest Elementary School Finishing Kitchen and Cafeteria Project, in an additional amount of \$10,500.00, increasing Agreement not to exceed amount from \$405,915.00 to \$416,415.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant.

Discussion The scope of work is for structural engineering services to design site retaining walls, calculations, construction details and construction administration. Also includes extra services by Architect team to conform construction documents to new bookmarking procedures required by the Division of the State Architects, for Hillcrest Finishing Kitchen & Cafeteria Project.

LBP (Local business participation percentage) 81.00%

Recommendation Approval by the Board of Education of Amendment No. 2, of an Agreement for Architectural Services between the District and Perkins Eastman Architects DPC, Oakland CA, for the latter to provide the following amended services: Structural engineering services to design site retaining walls, calculations, construction details and construction administration. Also includes extra services by Architect team to conform construction documents to new bookmarking procedures required by the Division of the State Architects, for Hillcrest Elementary School Finishing Kitchen and Cafeteria Project, in an additional amount of \$10,500.00, increasing Agreement not to exceed amount from \$405,915.00 to \$416,415.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant.



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools. Thriving Students

Fiscal Impact

Fund 21, Measure J

Attachments

- Amendment No. 2
- Proposal
- Insurance Certificate

AMENDMENT NO. 2 TO AN AGREEMENT FOR ARCHITECTURAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Perkins Eastman Architects DPC. OUSD entered into an agreement with CONTRACTOR for services on **March 23, 2016** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Hillcrest Elementary School Finishing Kitchen & Cafeteria 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: structural engineering services to design site retaining walls, calculations, construction details and construction administration. Also includes extra services by Architect team to conform construction documents to new bookmarking procedures required by the Division of the State Architects, for Hillcrest Finishing Kitchen and Cafeteria Project.</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 unchanged, and the amended expiration date is <u>December 30, 2021</u>.</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 not to exceed contract price is</p> <p style="margin-left: 40px;"> <input checked="" type="checkbox"/> Increased by: <u>Ten Thousand, Five Hundred dollars, (\$10,500)</u>. </p> <p style="margin-left: 40px;"> <input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____). </p> <p>Prior to this amendment, the not to exceed contract price was <u>Four Hundred Five Thousand Nine-Fifteen Dollars (\$405,915.00)</u>, and after this amendment, the not to exceed contract price will be: <u>Four Hundred Sixteen Thousand, Four Hundred Fifteen dollars and no/100 (\$416,415.00)</u>.</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)
1	6-27-18	Term & Compensation	\$36,915.00

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. 2 – Perkins Eastman Architects DPC – Hillcrest Elementary School Kitchen & Cafeteria Project - \$10,500.00

OAKLAND UNIFIED SCHOOL DISTRICT



Jody London, President,
Board of Education

3/12/2020
Date



Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

3/12/2020
Date



Tadashi Nakagawa, Interim Deputy Chief,
Facilities Planning and Management

2/7/2020
Date

Approval as to form:


Arne Sandberg
(name)
General Counsel, Facilities, Planning and Management

2/11/20
Date

CONTRACTOR



Contractor Signature
2/6/2020
Date

Lance Kutz, Associate Principal
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Perkins Eastman Architects DPC

Detailed Description of Services to be provided: structural engineering services to design site retaining walls, calculations, construction details and construction administration. Also includes extra services by Architect team to conform construction documents to new bookmarking procedures required by the Division of the State Architects, for Hillcrest Finishing Kitchen and Cafeteria Project. In an additional amount of \$10,500.00.

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

PERKINS — EASTMAN Dougherty

November 1, 2019

Ms. Mary Ledezma
Project Manager, Facilities Planning & Management
OAKLAND UNIFIED SCHOOL DISTRICT
955 High Street
Oakland, California 94601

Re: Piedmont and Hillcrest Kitchen and Dining Facilities

Dear Mary:

We are excited to partner with you and the District to continue moving forward the improvements at both the Piedmont and Hillcrest Elementary School sites. As discussed recently the refinement of issues at these sites and the time that has passed since there was last activity on the projects has impacted the scope and effort reflected in our current agreements for the projects. We have outlined below these impacts and respectfully request that our current agreements be modified to reflect this updated effort.

Hillcrest:

- Refinement of the site design to support the ADA parking and access driveways requires the structural design of a number of modest retaining walls. DSA requires this design be developed by a licensed structural engineer. The current structural scope for the project is limited to the building. We propose to retain additional structural engineering to address this need. **The fee requested for this item is \$6,000.**
- DSA modification to the way in which plan check submittals are made requires reformatting of portions of the construction documents as well as additional administrative effort to properly "bookmark" the plans. We have identified fees for both Piedmont and Hillcrest for this issue. **The fee requested for this item for this campus is \$4,500.**

Piedmont

- The trash enclosure at Piedmont is required to be covered to address storm drainage control. The design utilizes a shade structure that is designed by a supplier for this purpose but the Geotech report requires nonstandard foundations to address local soil conditions (deep caissons). We propose to retain a structural engineer to develop the required foundation design. **The fee requested for this item is \$5,000.**
- DSA modification to the way in which plan check submittals are made requires reformatting of portions of the construction documents as well as additional administrative effort to properly "bookmark" the plans. We have identified fees for both Piedmont and Hillcrest for this issue. **The fee requested for this item for this campus is \$4,500.**

Base on this review the contract augmentations we are requesting are as follows:

- Hillcrest: \$10,500**
- Piedmont: \$9,500**

Sincerely,



Brian Paul Dougherty, FAIA, LEED AP
Principal and Board Member

Perkins Eastman
Architects DPC (Corporation)

1904 Franklin Street,
Suite 909
Oakland CA 94612
+1.510.654.2544
PERKINSEASTMAN.COM

Boston
Charlotte
Chicago
Costa Mesa
Dallas
Dubai
Guayaquil
Los Angeles
Mumbai
New York
Oakland
Pittsburgh
San Francisco
Shanghai
Stamford
Toronto
Washington DC

November 11, 2019

Ms. Kathryn Wagner
PERKINS EASTMAN | Dougherty
1904 Franklin Street, Suite 909
Oakland, CA 94612

Project: OUSD – Hillcrest Elementary – Finishing Kitchens – Site Retaining Walls
30 Marguerite Dr, Oakland, CA 94618
KPW Proposal No. 19P640

Subject: Fee Proposal to Provide Structural Engineering Services

Dear Kathryn,

We are pleased to provide you with this fee proposal for structural engineering services for the site structures for the above-mentioned project.

This proposal is based on our e-mail correspondence and discussions with you. We understand that this project is currently under DSA review and the building structure was designed by others. We understand our scope is provide structural engineering for site retaining walls (approx. 4 feet high) near the on-grade stair, as well as the short retaining walls adjacent to the proposed building.

The current building structural drawings and the geotechnical report was not available for review at the time of writing this proposal.

SCOPE OF WORK

Our scope of work would include the following:

1. Design site retaining walls noted above.

We propose to perform the following services:

1. Review DSA submittal package by others and the geotechnical report.
2. Design site retaining walls.
3. Coordinate wall details with Architect and Civil Engineer.
4. Issue Construction Documents and structural calculations for DSA submittal.
5. Respond to DSA plan review comments as required.
6. Provide Construction Administration services including responding to RFI's, reviewing Submittals, and providing site observations (1) trip is assumed.

PROPOSAL ASSUMPTIONS

This proposal is based on the following assumptions. Please advise if these assumptions need refinement.

- The structural scope is limited to the work associated with the site retaining walls.
- KPW is not the Project SEOR. KPW is only the SEOR for the retaining walls. We assume the SEOR for the building will be responsible for being the DSA liaison for the overall project.
- Project documentation including the DSA submittal package and geotechnical report will be provided to KPW prior to commencing design.
- The project will fall under the 2016 CBC as it is currently under DSA review.

FEES

We will provide the above noted services for a lump sum fee for the following scope and phases:

Scope	Fee
Construction Documents & Permitting	\$4,500
Construction Administration	\$500
Total	\$5,000

Reimbursable expenses such as plotting and courier services would be billed at direct cost.

We will bill you on a monthly basis. These invoices will include charges for hours expended for completion of basic structural services and for authorized additional services. During construction, we will bill you for percentages of our basic structural services as they are performed (and not as the overall construction is completed).

We hope you find this proposal acceptable. If the fees and terms provided herein are acceptable, this letter can serve as an interim agreement and our authorization to proceed. Please sign one copy of this letter and return it to our office. We are very enthusiastic about the opportunity to work with you on this project and look forward to hearing from you soon.

Very truly yours,

Accepted

KPW Structural Engineers, Inc.

Perkins Eastman



Pardeep Jhutti, SE
Principal

By: _____
Date: _____

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Perkins Eastman Architects DPC

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Principal and Board Member

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November 11, 2019

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Very truly yours,

Accepted

KPW Structural Engineers, Inc.

Perkins Eastman



Pardeep Jhutti, SE
Principal

By: _____
Date: _____



CERTIFICATE OF LIABILITY INSURANCE

3/28/2020

DATE (MM/DD/YYYY)
11/27/2019

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1403723 PERKINS EASTMAN ARCHITECTS, DPC 3194-D AIRPORT LOOP DRIVE COSTA MESA CA 92626-3405	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Cincinnati Insurance Company	
	INSURER B: The Travelers Indemnity Company	
	INSURER C: Continental Casualty Company	
	INSURER D: The Cincinnati Casualty Company	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 15425588**REVISION NUMBER:** XXXXXXXX


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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	COP2321102	12/1/2019	12/1/2020	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 checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	COA2321102	12/1/2019	12/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	ZUP-91M46903	12/1/2019	12/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D	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	EWC0560093	12/1/2019	12/1/2020	<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
C	PROFESSIONAL LIABILITY	N	N	AEH591918272	3/28/2019	3/28/2020	\$2,000,000 PER CLAIM; \$2,000,000 AGGREGATE

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

RE: 21575.20 - PIEDMONT AVENUE ELEMENTARY - FINISHING KITCHEN AND CAFETERIA FOR OAKLAND UNIFIED SCHOOL DISTRICT. THE ARCHITECT, THE DISTRICT, AND THE STATE AND THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, TRUSTEES, OFFICERS, AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL INSURED'S OWN COVERAGE IS EXCESS OF AND NON-CONTRIBUTORY WITH THE GENERAL LIABILITY, AND ON THE AUTO LIABILITY AS RESPECTS THE USE OF VEHICLES OWNED BY PERKINS EASTMAN ARCHITECTS, DPC WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

15425588 OAKLAND UNIFIED SCHOOL DISTRICT 955 HIGH STREET OAKLAND CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Hillcrest Elementary School Finishing Kitchen & Cafeteria Project	Site	127
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Basic Directions

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

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

Contractor Name	Perkins Eastman Architects DPC.	Agency's Contact	Lance Kutz				
OUSD Vendor ID #	001423	Title	Project Manager				
Street Address	1904 Franklin Street, Suite 909	City	Oakland	State	CA	Zip	94612
Telephone	510-331-6411	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	13175						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	03-23-2016	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-30-2021
		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	\$ 10,500.00
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
9650/9611	Fund 21, Measure J	210-9650-0-9611-8500-6215-127-9180-9905-9999-99999	6215	\$10,500.00

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.	Acting Director, Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	2/7/2020		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>[Signature] (as to form only)</i>	Date Approved	2/11/20		
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	2/7/2020		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			



Board Office Use: Legislative File Info.	
File ID Number	18-1504
Introduction Date	6-27-2018
Enactment Number	18-1068
Enactment Date	6/27/18 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools. Thriving Students.

Memo

To Board of Education

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

Board Meeting Date June 27, 2018

Subject Amendment No. 1, Architectural Services Contract - Perkins Eastman Architects DPC - Hillcrest Elementary School Finishing Kitchen & Cafeteria

Action Requested Approval by the Board of Education of Amendment No. 1, for an Architectural Services Contract between the District and Perkins Eastman Architects DPC, Oakland, CA, for the latter to provide extra structural design and engineering for drilled concrete pier foundation system; energy and lighting computer modeling; pre-fab building design drawings, in conjunction with the Hillcrest Finishing Kitchen & Cafeteria Project, extending Agreement term from April 14, 2016 through December 31, 2018 to December 30, 2021 for performance of services specified in the scope of work in an amount of \$36,915.00, increasing the previous contract amount from \$379,000.00 to \$405,915.00. Additionally, Dougherty Architects officially changed the name of the company to Perkins Eastman Architects DPC effective May 1, 2018. All remaining portions of the agreement shall remain in full force and effect.
* Agreement approved April 13, 2016; File No. 16-0671; Enactment No. 16-0507

Discussion Drilled piers are required for a sloped site to meet criteria in geotechnical report, computer modeling will optimize energy savings per Collaborative for High Performance Schools (CHPS) to achieve "Verified" design and prefabrication of cafeteria to reduce construction time.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1, for an Architectural Services Contract between the District and Perkins Eastman Architects DPC, Oakland, CA, for the latter to provide extra structural design and engineering for drilled concrete pier foundation system; energy and lighting computer modeling; pre-fab building design drawings, in conjunction with the Hillcrest Finishing Kitchen & Cafeteria Project, extending Agreement term from April 14, 2016 through December 31, 2018 to December 30, 2021 for performance of services specified in the scope of work in an amount of \$36,915.00, increasing the previous contract amount from \$379,000.00 to \$405,915.00. Additionally, Dougherty Architects officially changed the name of the company to Perkins Eastman Architects DPC effective May 1, 2018. All remaining portions of the agreement shall remain in full force and effect.
* Agreement approved April 13, 2016; File No. 16-0671; Enactment No.

16-0507

Fiscal Impact

Fund 21, Measure J

Attachments

- Amendment No. 1, including scope of work
- Consultant Proposal
- Certificate of Insurance



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

Legislative File ID No. 18-1504

Department: Facilities Planning and Management

Vendor Name: Perkins Eastman Architects DPC

Project Name: Hillcrest Finishing Kitchen & Cafeteria Project No.: 13175

Contract Term: Intended Start: 3/23/2016 Intended End: 12/31/2021

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$36,915.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? ☒ Yes (No if Unchecked)

How was this Vendor selected?

RFQ/RFP process.

Summarize the services this Vendor will be providing.

Scope includes extra structural design & engineering for drilled concrete pier foundation system, energy & lighting computer modeling. Scope also includes pre-fab building design drawings & extension of contract term from 12/31/2018 to 12/31/2021. Additionally Dougherty Architects officially changed the name of the company to Perkins Eastman Architects DPC effective May 1st, 2018. Scope descriptions per proposal letters dated 3/7/18 and 5/15/18.

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

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

☐ **Educational Materials**

☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services

☐ **CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)

☐ **Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)

☒ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)

☐ **Emergency** contracts

☐ **Technology** contracts

☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

☐ Western States Contracting Alliance Contracts (WSCA)

☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

☐ **Piggyback" Contracts** with other governmental entities

☐ **Perishable Food**

☐ **Sole Source**

☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price

☐ **Other, please provide specific exception**

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



AMENDMENT NO. 1 TO AN AGREEMENT TO FOR ARCHITECTURAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Perkins Eastman Architects DPC**. OUSD entered into an Agreement with CONTRACTOR for services on April 13, 2016, and the parties agree to amend that Agreement as follows:

1. **Services:** ☐ The scope of work is unchanged. ☒ The scope of work has changed.
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. Attach revised scope of work.
The CONTRACTOR agrees to provide the following amended services: The scope of work includes extra structural design & engineering for drilled concrete pier foundation system, energy & lighting computer modeling. Pre-fab building design drawings. (Hillcrest Kitchen)

2. **Terms (duration):** ☐ The term of the contract is unchanged. ☒ The term of the contract has changed.
If term is changed: The contract term is extended by an additional 36 months, and the amended expiration date is December 30, 2021.

3. **Compensation:** ☒ The contract price is unchanged. ☐ The contract price has changed.
If the compensation is changed: The contract price is
☒ increase of \$36,915.00 to the original contract amount
☐ Decrease of \$ _____ to original contract amount

and the contract total is **Four hundred five thousand, nine hundred fifteen NO/100 (\$405,915.00).**

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

5. **Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Amiee Eng
Amiee Eng, President,
Board of Education

6/28/18

Date

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

6/28/18

Date


CONTRACTOR

Brian P. Dougherty
Contractor Signature

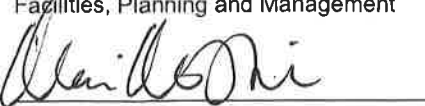
6/4/2018

Date

Brian P. Dougherty, FAIA, Principal
Print Name, Title


 Timothy White, Deputy Chief
 Facilities, Planning and Management

Date


 Marion McWilliams,
 General Counsel, Facilities, Planning and Management

Date

EXHIBIT "A" Scope of Work**Contractor Name: Perkins Eastman Architects DPC****Billing Rate: 36,915.00****1. Description of Services to be Provided**

The scope of work to provide extra structural design & Engineering for drilled concrete pier foundation system, energy & lighting computer modeling.

2. Specific Outcomes:

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

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

<input type="checkbox"/> 0 Ensure a high quality instructional core	<input type="checkbox"/> 0 Prepare students for success in college and careers
<input type="checkbox"/> 0 Develop social, emotional and physical health	<input type="checkbox"/> 0 Safe, healthy and supportive schools
<input checked="" type="checkbox"/> X Create equitable opportunities for learning	<input checked="" type="checkbox"/> x Accountable for quality
<input type="checkbox"/> 0 High quality and effective instruction	<input type="checkbox"/> 0 Full service community district

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


 Tadashi Nakadegawa
 Director of Facilities Planning & Management



LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Perkins Eastman Dougherty
 Project: Piedmont Finishing Kitchen
 Project #: _____
 Estimate: _____

Bid Opening Date: _____
 Time: _____
 Project Mgr: _____
 Architect: _____

Dollar Amount	Base Contract Amount	\$348,000	Add Service #1	LBE %	SLB %	SLB %	City of Oakland Certification No.
PRIME Company: Dougherty Address: 1904 Franklin Street, Suite 909 City/State: Oakland, CA Phone: 510-654-2544	\$243,000.00		\$5,655.00	64%			7037
Company: PGA Design Address: 444 17th Street City/State: Oakland, CA Phone: (510) 455-1284	\$10,000.00		\$0.00		3%		1037
Company: Galich Design Group Address: 492 Ninth Street, Suite 200 City/State: Oakland, CA Phone: (415) 390-2452	\$13,000.00		\$5,660.00		5%		7402
Company: Project Frog Address: 99 Green Street City/State: San Francisco, CA Phone: _____	\$25,000.00		\$25,000.00				
Company: H&M Mechanical Group Address: 8517 Earhart Road Suite 230 City/State: Oakland, CA Phone: (510) 569-2000	\$14,000.00		\$0.00		4%		2691
Company: Zeiger Engineers Address: 478 3rd St., #2 City/State: Oakland, CA Phone: (510) 452-9391	\$20,000.00		\$4,000.00		6%		3735
Company: The Marshall Associates Address: 240 3rd Street City/State: Oakland, CA Phone: (415) 677-1200	\$8,000.00		\$0.00		2%		
Company: MTI Address: 6114 LaSalle Ave #170 City/State: Oakland, CA Phone: (510) 735-6768	\$15,000.00		\$0.00				
Company: Farber Energy Design Address: 6114 LaSalle Ave #170 City/State: Oakland, CA Phone: (510) 735-6768	\$0.00		\$3,100.00				
TOTAL PARTICIPATION	\$348,000.00		\$43,415.00	63.53%	19.07%	0.00%	82.60%

Note: Please complete dollar amounts for subprime work; local business percentages; base bid

APPROVAL - LBU Compliance Officer

\$105,000.0 \$37,760.0



March 7, 2018

EXHIBIT A

Mrs. Mary Ledezma
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601

Re: Hillcrest Elementary School Finishing Kitchen #13175

Mrs. Ledezma:

Please accept this revised proposal for services related to the Hillcrest Elementary School Finishing Kitchen Project. Per the information received from the District, the proposal is based upon an assumed \$3.5M construction budget and an approximate 4,000 SF building program including +/- 1,200 SF Kitchen and +/- 2,500 SF Cafeteria. This revision to the original proposal dated December 23, 2015 is to adjust our proposal to reflect the District's decision for a Lease/Leaseback project delivery method, adjusted project schedule, and adjustments to the consultant team. The scope of services indicated below reflect the programming and conceptual phase as described in the original proposal, however that phase and design services have been completed to meet the needs of the District. The outcome of the programming and conceptual phase are captured per exhibits A.1 and A.2 attached to this proposal and are the basis for the project design moving forward. Dougherty and our proposed team will provide design services as outlined below from Schematic Design through project Close Out as needed to complete Hillcrest Finishing Kitchen project.

The Proposed Project Team is as follows:

- Architecture: Dougherty (LBE)
- Civil Engineering: CaliChi Design Group (SLBE)
- Landscape Architect: PGA Design (SLBE)
- Structural Engineering: Project Frog
- Mechanical / Plumbing / Fire Protection Engineering: H&M Mechanical Group (SLBE)
- Electrical / Low Voltage Engineering: Zeiger Engineers, Inc. (SLBE)
- Food Service Consultant: The Marshall Associates, Inc (SLBE)
- Cost Estimating: Marcene Taylor Inc.

Our office has completed numerous projects with county health departments throughout the state, including two projects recently completed and licensed by the Alameda County Environmental Health Department:

- Arroyo Viejo Child Development Center: a small full service food prep kitchen, including an open flame and hood with fire suppression system.
- Scarlet City Roasters Coffee Shop: coffee preparation and food sales.

The following pages include a project approach, an outline of the proposed scope of services (including milestone dates), proposed design service fee, and project assumptions. We understand that this project is an important component of the District's plans to redesign meal delivery and we look forward to assisting you in delivering this project.

Sincerely,

Brian P. Dougherty, FAIA, LEED AP
Partner

Costa Mesa

3194 D Airport Loop Drive
Costa Mesa, CA 92626
714.427.0277
info@dougherty.us

Oakland

1904 Franklin Street, Suite 909
Oakland, CA 94612
510.654.2544
www.dougherty.us

DESIGN FORWARD



PROPOSED PROJECT APPROACH

1. Programming (Completed):

- Refine Project Program:
 - The proposal assumes a ground up building with the following approximate square footages, to be refined during the programming phase:
 - Kitchen (1,500 SF)
 - 2 Serving Lines
 - Queuing Area and Point of Sale Station
 - Kitchen Office
 - Dry Storage, Cold Storage, and Freezer
 - Food Prep (No Open Flame)
 - Dishwashing and Cleaning
 - Sewer Connection and Exterior Grease Trap sufficient to meet Alameda County Licensing Requirements.
 - Cafeteria (2,500 SF)
 - Seating sufficient for Students as Required
 - CBC requires 15 net square feet required per student, so assume seating for roughly 120
 - Storage
 - Restrooms (Students and Staff, including Health Department Required facilities for Food Service Staff)
 - Conference/Meeting evening use for PTA/Community
 - Requires basic Audio/Visual equipment (projector, screen, and speakers)
 - Site Development
 - Utility Connections
 - Landscape at Building
 - Site Furnishings and Covered Areas as Appropriate
- Determine Site Strategy and Develop Conceptual Floor Plan
- Investigate Construction Approach and Project Delivery Method (Site Built Vs. Modular)
 - Recommended Modular Manufacturers to Investigate (include Meehleis Modular, Project Frog, and Enviroplex). This method would require Lease-Leaseback or other alternative best value contractor selection and delivery.
- Community Engagement Meetings as Required (maximum 6 meetings during Programming and Schematic Design Phase)
- Confirm Project Budget with Conceptual Square Foot Cost Estimate

2. Schematic Design:

- Finalize Siting, Floor Plans, and Elevations
- Update in-house Conceptual Cost Estimate
- CHPS Deliverable

3. Design Development:

- Engineering Systems Development
- Materials and Fixtures Selection
- Cost Estimate
- CHPS Deliverable

4. Construction Documents:

- Prepare documents for approval, bidding and construction
- Cost estimate at DSA Submittal
- CHPS Deliverable

5. Agency Review + Approval

- DSA
- Alameda County Environmental Health Department
- City of Oakland Fire Marshall
- City of Oakland Public Works (were needed)
- CHPS Deliverable

6. Bidding

7. Construction Administration

8. Close-Out



PROPOSED PROJECT PROCESS / SCHEDULE:

(Actual schedule dependent on coordination and input with Lease/Leaseback Contractor)

- Programming phase completed May of 2016
- See attached Schedule dated February 8, 2018 for Schematic Design through DSA Review phases.
- We anticipate a Bid Schedule of 2 months and a Construction Schedule of 9 months


PROPOSED FEE:

Fee Breakdown by Phase:

Programming	\$30,000
Schematic Design	\$73,000
Design Development	\$73,000
Construction Documents	\$127,750
Bidding	\$7,100
Construction	\$36,150
Close-Out	\$7,000
Project Reimbursable	\$15,000
TOTAL: (Fee will be billed monthly as work progresses)	\$369,000

ASSUMPTIONS:

1. Submission and review fees for Health Department and CHPS to be paid by the District.
2. Modular Building Manufacturer (Project Frog) will be involved during design and will provide the following at a level sufficient for DSA approval:
 - a. Structural Engineering
3. Cost estimates will be provided at Design Development and DSA Submittal.
4. Acoustical Engineering included only as required for CHPS documentation.
5. CHPS Verified and CalGreen Compliance is included.
6. Proposal is for a new construction, free-standing building.
7. Full Design of the following Low Voltage systems using District Standards: Fire Alarm, Intrusion Alarm, Telecommunications, Data Network, Clocks/Bells/Speakers, and Audio/Visual (limited to projector, projection screen, and connection points)
8. District is responsible for CEQA documentation.
9. Project is to comply with CEQA report dated April 2017.
10. District is responsible for environmental engineering and hazardous material inspection.
11. District is responsible for site survey and geotechnical engineering.
12. Geotechnical report dated May 5, 2017 has been provided by the District.
13. District is responsible for DSA plan check fees.
14. District is responsible to contract commissioning agent.
15. BMP requirements, SWPPPs documentation, Tree Removal and Protection Plan, and Bird Breeding Biologist Survey and Reports if required to be provided by District.
16. Site utilities are assumed to be adequate to support the proposed project. Any upgrades found to be needed are excluded, but can be provided as an additional service with District approval.
17. District is responsible for Utility and Agency Fees; such as EBMUD, PG&E, and City of Oakland



Brian P. Dougherty, FAIA, LEED AP
Dougherty
Partner

Oakland Unified School District



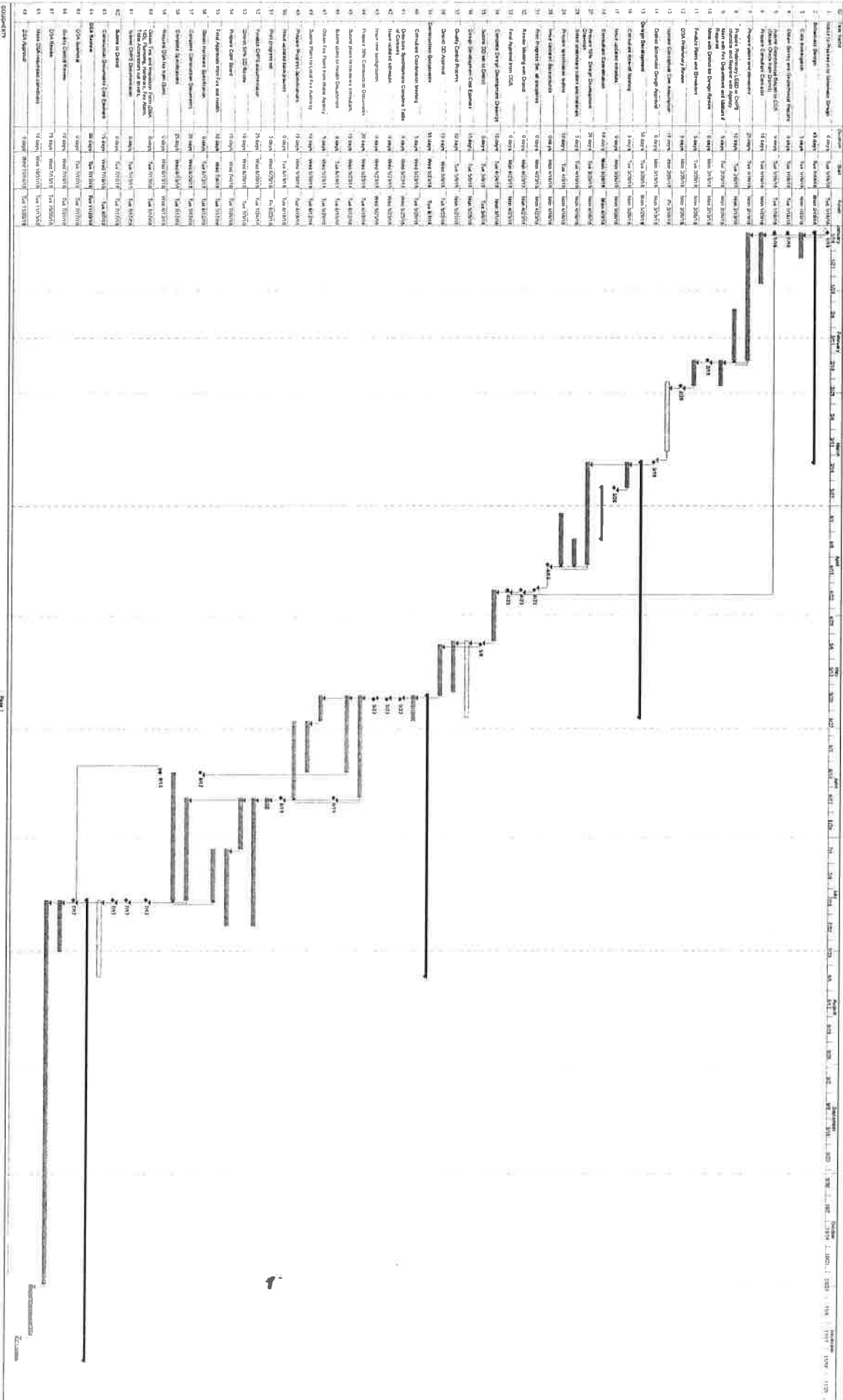
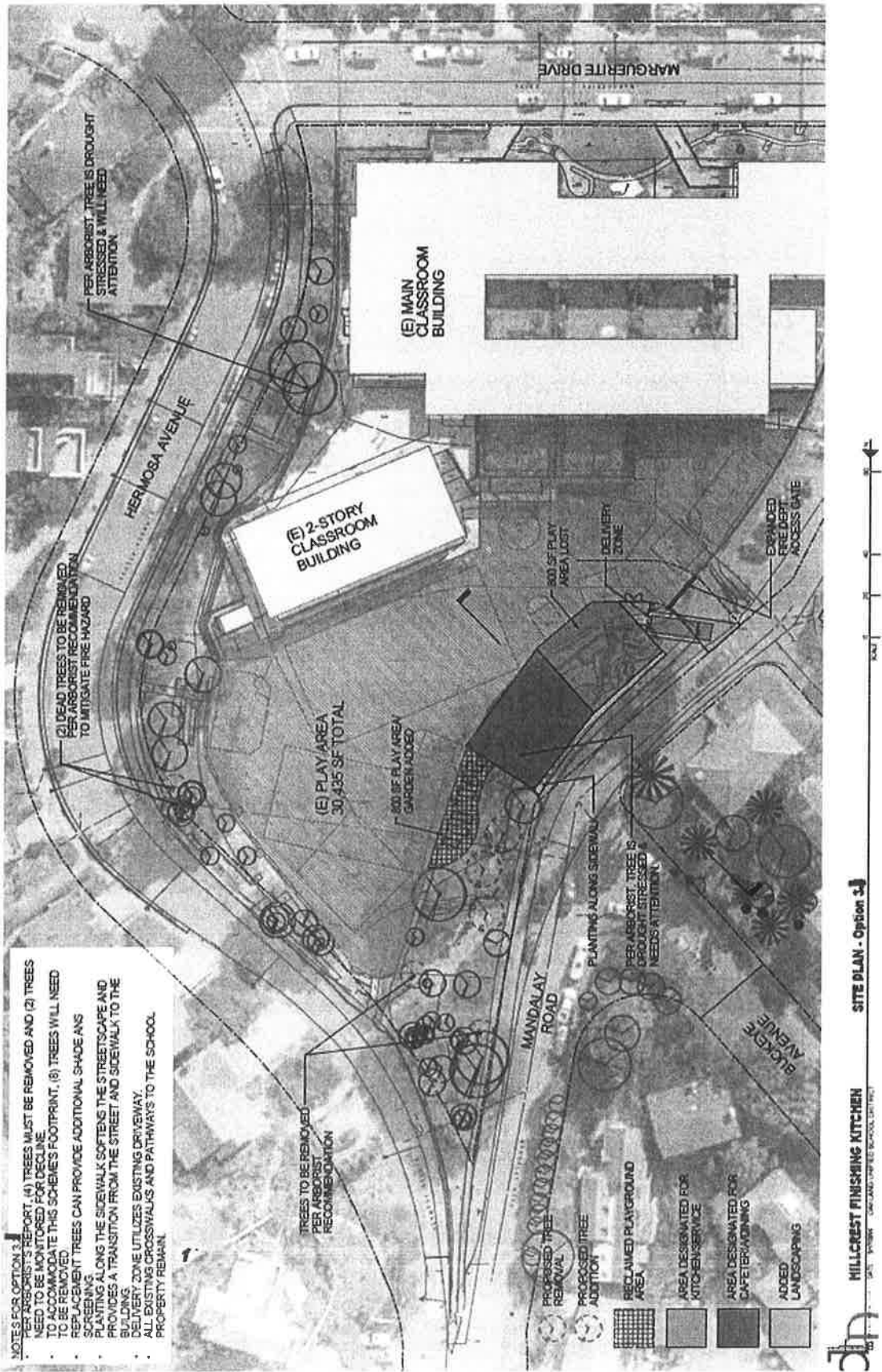


Exhibit A.1: Outline program of space needs

Program Element	Net Area Square Feet	Notes
Kitchen		<i>all fundamental requirements by Department of Health govern the program</i>
Food preparation	200	confirm preferred OUSD oven make/model; exterior double doors for deliveries
Dry storage	100	include shelving
Cold storage and freezer	100	
Dishwashing and cleaning	150	
Kitchen office	90	one person; no built-in furniture
Staff restroom - single use, gender neutral	80	ADA accessible, 3 lockers
Student Areas		
Seating	2,250	accommodate minimum 150 students*; emphasize natural light; equip with projector and projection screen
Point of sale (POS) station	30	confirm Technology needs for single POS
Queuing area and serving lines	200	bottle filling station convenient to queue and seating
Restroom - boys	60	accessible from outdoors
Restroom - girls	60	accessible from outdoors
Add alternate - water fountain	0	if possible within budget, provide an exterior water fountain and bottle filling station
Support Spaces		
Cafeteria storage	100	open to cafeteria; double doors; include shelving
Janitor closet	50	with mop sink
Janitor office	0	(located elsewhere on campus)
Utility room	100	accessible without entering student areas; electrical panel, IDF cabinet, telephone
Mechanical equipment	50	consider HVAC equipment combined with utility room vs. roof or attic mounted
Total Net Area Square Feet	3,620	
Target Gross Square Feet	4,000	90.5% efficiency factor (walls, circulation)
		* K and 1st grade = 100 students
		2nd to 5th grade = 150 students
		6th to 8th grade = 96 students
Exterior Program		
Expand fire department access and gate		
Accommodate box truck deliveries		
Replace the amount of play space lost elsewhere in the limits of disturbance (estimated to be 800 square feet)		
Add plantings along the sidewalk (see location on site plan)		
Add three trees and indicate removal of trees per arborists recommendation		

Exhibit A.2 Site plan for building location



Oakland Unified School District
Department of Facilities Planning & Management

Request for Signature

To: Tadashi Nakadegawa 5/24/18
Tim White

From: Mary Ledezma

Date: May 24, 2018

Project Name: Hillcrest Finishing Kitchen

Project Number: #13175

Type of Document: Agreement Request Amendment #1

Reason for Request: Contract Amendment #1 is required
to complete design scope

Project Manager Recommendation: Approve

RECEIVED MAY 24 2018 *ec*



CERTIFICATE OF LIABILITY INSURANCE

12/1/2018

DATE (MM/DD/YYYY)

6/5/2018

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1446765 PERKINS EASTMAN ARCHITECTS, DPC 3194-D AIRPORT LOOP DRIVE COSTA MESA CA 92626-3405	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Co of CT		25682
	INSURER B : The Travelers Indemnity Company		25658
	INSURER C : Continental Casualty Company		20443
	INSURER D : The Charter Oak Fire Insurance Company		25615
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 15425590 **REVISION NUMBER:** XXXXXXXX

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	680004H988884	5/1/2018	12/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	BA-6791L398	5/1/2018	12/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	ZUP-91M46903	5/1/2018	12/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB000K468078	5/1/2018	12/1/2018	<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
C	PROFESSIONAL LIABILITY	N	N	AEH591918272	5/1/2018	3/28/2019	\$2,000,000 PER CLAIM; \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: 21575.10 - HILLCREST ELEMENTARY - FINISHING KITCHEN AND CAFETERIA FOR OAKLAND UNIFIED SCHOOL DISTRICT. THE ARCHITECT, THE DISTRICT, AND THE STATE AND THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, TRUSTEES, OFFICERS, AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL INSURED'S OWN COVERAGE IS EXCESS OF AND NON-CONTRIBUTORY WITH THE GENERAL LIABILITY, AND ON THE AUTO LIABILITY AS RESPECTS THE USE OF VEHICLES OWNED BY PERKINS EASTMAN ARCHITECTS, DPC WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

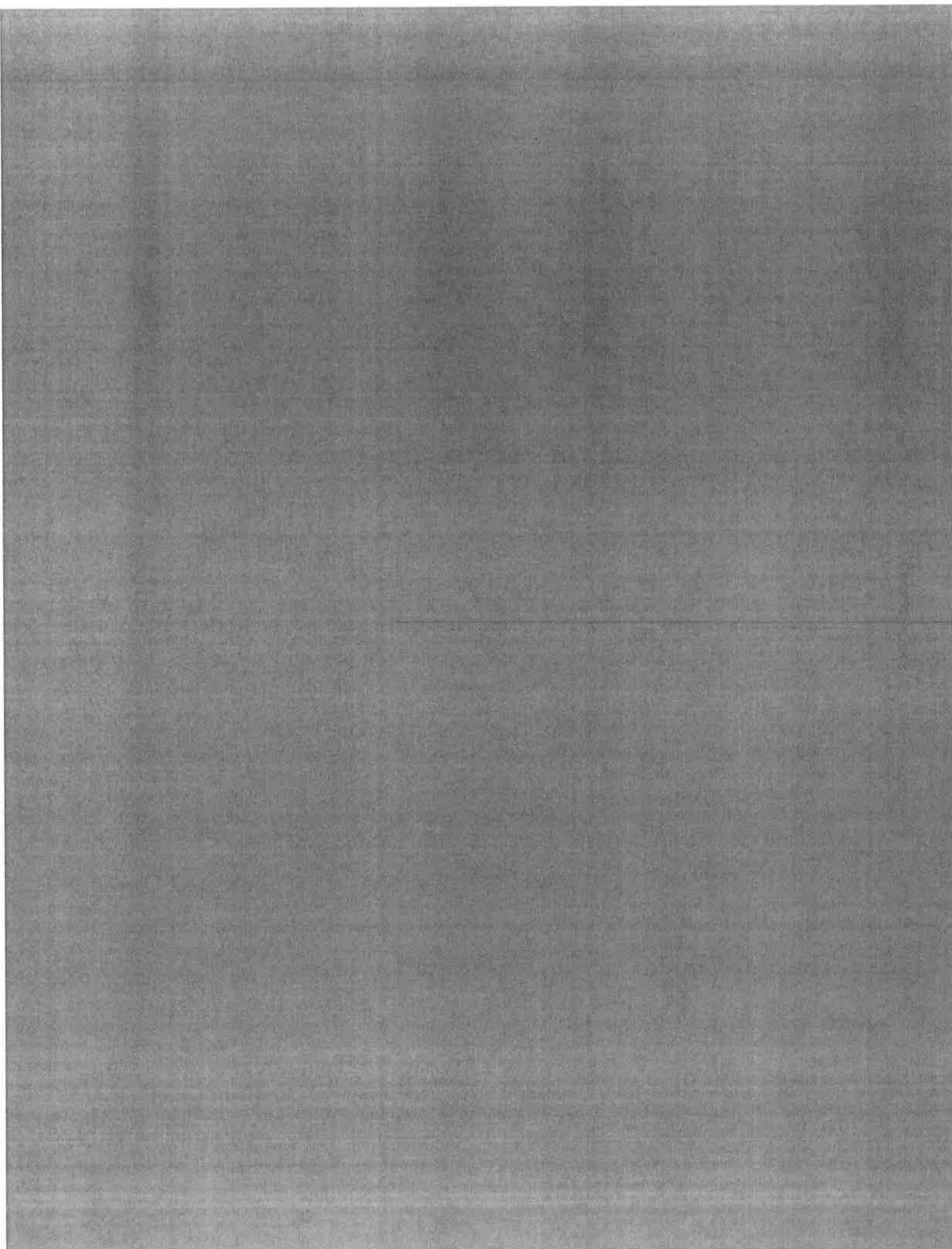
15425590
OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND CA 94601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Board Office Use: Legislative File Info.	
File ID Number	16 - 0671
Introduction Date	4/13/16
Enactment Number	160507
Enactment Date	4/13/16



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer
Roland Broach, Executive Director, Buildings, Custodial & Grounds,
Facilities Planning and Management

Board Meeting Date March 23, 2016 April 13, 2016

Subject Small Architectural Design Contract - Dougherty & Dougherty Architects - Hillcrest Finishing Kitchen Project

Action Requested Approval by the Board of Education of a Small Architectural Design Contract with Dougherty & Dougherty Architects for Design Services on behalf of the Hillcrest Finishing Kitchen Project, in an amount not-to exceed \$369,000.00. The term of this Agreement shall commence on March 23, 2016 and shall conclude no later than December 31, 2016.

Background The scope of the project includes programming, schematic design, design development, construction documents, DSA submittal, bidding, construction administration & close-out services for a new Cafeteria Building housing a fully equipped kitchen with a service line of hot food wells, salad bar and milk coolers.

Discussion A new standalone Cafeteria Building will provide space to serve students whom currently eat pre-packaged food in a makeshift kitchen inside the Multi-purpose Room.

LBP (Local Business Participation Percentage) 100.00%

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

Recommendation Approval by the Board of Education of a Small Architectural Design Contract with Dougherty & Dougherty Architects for Design Services on behalf of the Hillcrest Finishing Kitchen Project, in an amount not-to exceed \$369,000.00. The term of this Agreement shall commence on March 23, 2016 and shall conclude no later than December 31, 2016.

Fiscal Impact Measure J

Attachments

- Small Architectural Design Contract including scope of work
- Certificate of Insurance
- Consultant Proposal



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students.

CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 16-0671

Department: OUSD Facilities

Vendor Name: Dougherty & Dougherty Architects

Project Name: Hillcrest Finishing Kitchen

Project No.: 13175

Contract Term: Start Date: _____

End Date: _____

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 369,000.00

Approved by: Tadashi Nakadegawa & Lance Jackson

Is Vendor a local Oakland Business or have they meet the requirements of the Local Business Policy? Yes ☒ No ☐

Why was this Vendor selected?

This vendor provided a best value proposal after evaluation of several firms. Vendor is an Oakland-based company. Vendor's Local Business Participation high at 80%.

Summarize the services this Vendor will be providing.

Scope includes programming, schematic design, design development, construction documents, DSA submittal, bidding, construction administration & close-out services for a new Cafeteria Building housing a fully equipped kitchen with a service line of hot food wells, salad bar and milk coolers.

A new standalone Cafeteria Building will provide space to serve the K-8 students whom currently eat pre-packaged food in a makeshift kitchen inside the Multi-Purpose Room.

Was this contract competitively bid? Yes ☒ No ☐

If No, answer the following:

1) How did you determine the price is competitive?

Request for Proposals were solicited from several firms already listed in the pool of Pre-Qualified Architectural Firms. Comparison of services & fees were used to determine best fit and best value.

2) Please check the competitive bid exception relied upon:

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

**AGREEMENT FOR ARCHITECTURAL SERVICES
BY AND BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND**

DOUGHERTY & DOUGHERTY ARCHITECTS

This Agreement for Architectural Services is made as of the **23rd day of February, 2016**, between the **Oakland Unified School District**, a California public school district ("District"), and **Dougherty & Dougherty Architects** ("Architect") (individually a "Party" and collectively the "Parties"), for the following project ("Project"):

Hillcrest Finishing Kitchen Upgrade Project, located at 30 Marguerite Drive, Oakland, CA 94618.

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

Definitions

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

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

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

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

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

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

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

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

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

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

1.1.10. **Record Drawings**: A final set of drawings prepared by the Architect based upon marked-up prints, drawings, and other data furnished to Architect by Contractor that

Incorporates all changes from all As-Builts, sketches, details, and clarifications.

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

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

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall provide the Services as described in **Exhibit "A," (Tasks 1 and 2)** commencing with receipt of a written Notice to Proceed or authorization from District to perform Services requested hereunder.
- 2.2. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 2.3. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Completion of Services

- 2.4. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A"**, so as to proceed with and complete the Services in compliance with the time as specified in the notice, if any. **The project will commence March 23, 2016 and conclude no later than December 31, 2018.**

Article 3. Compensation and Value of Agreement

- 3.1. District shall pay Architect for all Services contracted for under this Agreement on a time and materials basis. The total compensation paid Architect pursuant to this Agreement may not exceed **Three hundred, sixty nine thousand Dollars and no cents (\$369,000.00).**
- 3.2. Architect shall notify District if District requested services or reimbursables will exceed the NA Dollars (\$ 0.00) limit of this Agreement. If any work is performed by Architect without the prior written authorization of District, District shall not be obligated to pay for such work. The Parties may, by written agreement, increase the monetary limit of this Agreement.
- 3.3. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Architect submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- 3.4. **Expenses.** District shall not be liable to Architect for any costs or expenses paid or incurred by Architect in performing Services for District.

Article 4. Ownership of Data

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

documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect's consultants.

Article 5. Termination of Contract

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

Article 6. Indemnity/Architect Liability

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

officers, employees, contractors, subcontractors, consultants, subconsultants or agents, directly or indirectly, arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.

Article 7. Mandatory Mediation for Claims

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

Article 8. Fingerprinting

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

Article 9. Responsibilities of the District

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

Article 10. Liability of District

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

Article 11. Nondiscrimination

- 11.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of such person.

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

Article 12. Insurance

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

12.1.1. Commercial General Liability and Automobile Liability Insurance.

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

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

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

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

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

- 12.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District,

stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

12.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

12.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Architect's insurance policies shall be primary to any insurance or self-insurance maintained by District.

12.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

12.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Article 13. Covenant Against Contingent Fees

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

Article 14. Entire Agreement/Modification

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

Article 15. Non-Assignment of Agreement

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

Article 16. Law/Venue

16.1. This Agreement has been executed and delivered in the State of California and the validity,

enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

- 16.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

Article 17. Alternative Dispute Resolution

17.1. Architect's Invoices

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

Article 18. Severability

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

Article 19. Employment Status

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

Article 20. Warranty and Certification of Architect

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

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

Article 21. Cost Disclosure - Documents And Written Reports

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

Article 22. Notices & Communications

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

District:

Oakland Unified School District
955 High Street
Oakland, CA 95959

Attn: Tadashi Nakadegawa

Architect:

Dougherty & Dougherty
1904 Franklin Street
Oakland, CA 94612

Attn: Brian Dougherty

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

Article 23. Disabled Veteran Business Enterprise Participation

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

Article 24. District's Right to Audit

- 24.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of the Architect's premises, of any and all

Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

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

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

Article 26. Other Provisions

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

facts surrounding the Project that Architect is working on. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Architect shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Architect receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.

- 26.4. **Exhibit "A"** and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.


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

Susie Butler-Berkley
Contract Analyst

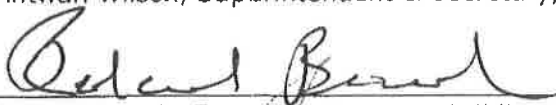
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education
4/14/16
Date


Antwan Wilson, Superintendent & Secretary, Board of Education
4/14/16
Date


Roland Broach, Executive Director, Buildings & Grounds, Custodial,
Facilities Planning and Management
3-16-16
Date

ARCHITECT


By: _____
Its: _____
3-3-16
Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel
3-4-16
Date

File ID Number: 16-0571
Introduction Date: 4/13/16
Enactment Number: 16-0507
Enactment Date: 4/13/16
By: 8/2

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Architect on the THIRTY day of MARCH 2014 for the purposes of submission of this Agreement.

By: _____

Signature

Brian Dougherty
Typed or Printed Name

Principal
Title

EXHIBIT "A"
SCOPE OF SERVICES

Architect's entire Proposal is not made part of this Agreement. **[IF ARCHITECT PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]**



EXHIBIT A

December 23, 2015

Mr. Tadashi Nakadegawa
Director of Facilities
Oakland Unified School District
955 High Street
Oakland, CA 94601

Franklin Street
Oakland
California
94612 2923

Re: Hillcrest Elementary School Finishing Kitchen Proposal R2

Mr. Nakadegawa:

510.654.2544 ■

510.654.2546 ■

ARCHITECTURE

Please accept this proposal for services related to the Hillcrest Elementary School Finishing Kitchen Project. Per the information received from the District, the proposal is based upon an assumed \$3.5M construction budget and a 4,000 SF building program including a 1,200 SF Kitchen and 2,500 SF Cafeteria. Given that the project is at a conceptual level, including the possibility of using a modular construction approach and the variability of structural design requirements depending upon building siting, it is our understanding that we will be contracting with the District for the Programming Phase and refining the proposal for design through construction at the completion of this phase.

The Proposed Project Team is as follows:

- Architecture: Dougherty + Dougherty (LBE)
- Civil Engineering: Calichi Design Group (SLBE)
- Landscape Architect: PGA Design (SLBE)
- Structure Engineering: KPW Structural Engineers Inc. (SLBE)
- Mechanical / Plumbing / Fire Protection Engineering: H&M Mechanical Group (SLBE)
- Electrical / Low Voltage Engineering: Zeiger Engineers, Inc. (SLBE)
- Food Service Consultant: RAS Design Group
- Cost Estimating: mack5

Our office has completed numerous projects with county health departments throughout the state, including two projects recently completed and licensed by the Alameda County Environmental Health Department:

- Arroyo Viejo Child Development Center: a small full service food prep kitchen, including an open flame and hood with fire suppression system.
- Scarlet City Roasters Coffee Shop: coffee preparation and food sales.

Oakland
Costa Mesa

The following pages include a project approach, an outline of the proposed scope of services (including milestone dates), an associated fee, and project assumptions. We have included a separate fee for design using standard construction and for a design using modular construction. We understand that this project is an important component of the District's plans to redesign meal delivery and we look forward to assisting you in delivering this project.

Sincerely,

Gray Dougherty, AIA
Partner

PROPOSED PROJECT APPROACH

1. Programming:

- Refine Project Program:
 - The proposal assumes a ground up building with the following approximate square footages, to be refined during the programming phase:
 - Kitchen (1,500 SF)
 - 2 Serving Lines
 - Queueing Area and Point of Sale Station
 - Kitchen Office
 - Dry Storage, Cold Storage, and Freezer
 - Food Prep (No Open Flame)
 - Dishwashing and Cleaning
 - Sewer Connection and Exterior Grease Trap sufficient to meet Alameda County Licensing Requirements.
 - Cafeteria (2,500 SF)
 - Seating sufficient for Students as Required
 - CBC requires 15 net square feet required per student, so assume seating for roughly 120
 - Storage
 - Restrooms (Students and Staff, including Health Department Required facilities for Food Service Staff)
 - Site Development
 - Utility Connections
 - Landscape at Building
 - Site Furnishings and Covered Areas as Appropriate
- Determine Site Strategy and Develop Conceptual Floor Plan
- Investigate Construction Approach and Project Delivery Method (Site Built Vs. Modular)
 - Recommended Modular Manufacturers to Investigate (include Meehleis Modular, Project Frog, and Enviroplex). This method would require Lease-Leaseback or other alternative best value contractor selection and delivery.
- Community Engagement Meetings as Required (maximum 6 meetings during Programming and Schematic Design Phase)
- Confirm Project Budget with Conceptual Square Foot Cost Estimate

2. Schematic Design:

- Finalize Siting, Floor Plans, and Elevations
- Update Conceptual Cost Estimate

3. Design Development:

- Engineering Systems Development
- Materials and Fixtures Selection
- Third Party Cost Estimate

4. Construction Documents:

- Prepare documents for approval, bidding and construction
- Third Party cost estimate at DSA Submittal

5. Agency Review + Approval

- DSA

- Alameda County Environmental Health Department
- 6. Bidding
- 7. Construction
- 8. Close-Out

PROPOSED PROJECT PROCESS / SCHEDULE:

▪ Programming	01/04/16 – 02/07/16
▪ Schematic Design	02/08/16 – 03/20/16
▪ Design Development	03/21/16 – 05/15/16
▪ Construction Documents	05/16/16 – 07/24/16
▪ DSA Review and Approval	07/25/16 – 10/30/16
▪ Bidding	10/31/16 – 11/27/16
▪ Board Approval	11/28/16 – 01/01/17
▪ Construction	01/02/17 – 08/16/17

PROPOSED FEE:

Fee Breakdown by Discipline:

Base Services:	New Construction	Modular Construction
Architectural:	\$168,000	\$168,000
Landscape Architecture	\$6,000	\$6,000
Civil:	\$18,000	\$18,000
Structural:	\$35,000	-
Mechanical / Plumbing:	\$49,000	\$12,000
Electrical:	\$24,000	\$15,000
Food Service Design:	\$20,000	\$20,000
CHPS Documentation:	\$14,000	\$14,000
Cost Estimating	\$15,000	\$15,000
SUBTOTAL	\$349,000	\$253,000
Additions:		
Full Fire Protection Design:	\$5,000	-
Reimbursables:	\$15,000	\$15,000
TOTAL	\$369,000	\$268,000

Fee Breakdown by Phase:

Programming	\$30,000	\$30,000
Schematic Design	\$72,000	\$49,000
Design Development	\$72,000	\$49,000
Construction Documents	\$126,000	\$90,000
Bidding	\$7,000	\$5,000
Construction	\$35,000	\$25,000
Close-Out	\$7,000	\$5,000
TOTAL	\$349,000	\$253,000

- Fee will be billed monthly as work progresses



ASSUMPTIONS:

1. Disciplines included are:
 - a. Standard Construction: architecture, landscape architecture, civil engineering, structural engineering, mechanical / electrical / plumbing engineering, fire alarm and low voltage engineering, fire protection engineering, food service design, and cost estimating.
 - b. Modular Construction: architecture, landscape architecture, civil engineering, fire alarm and low voltage engineering, and food service design.
2. Reimbursable expenses include Health Department and CHPS Fees to be paid by the architect and reimbursed by the District.
3. Understanding that the structural design requirements vary depending upon the siting strategy selected, this fee may be modified at the end of programming to accommodate the selected design option.
4. Modular Building option is assumed to be a site specific designed Enviroplex Building that does not qualify for DSA pre-check status.
5. If Modular Building Option is chosen, Modular Building Manufacturer will be involved during design and will provide the following at a level sufficient for DSA approval:
 - a. Structural Engineering
 - b. Mechanical / Electrical / Plumbing Engineering within 5 feet of building
 - c. Fire Protection Engineering
 - d. Cost Estimating
6. For the New Construction Option, Third Party cost estimates will be provided at Design Development and DSA Submittal.
7. Acoustical Engineering included only as required for CHPS documentation.
8. CHPS Self Certified or Verified and CalGreen Compliance is included.
9. Proposal is for a new construction, free-standing building.
10. Design of all facility upgrades required for DSA Approval and Health Department Approval are included.
11. Low Voltage Data, AV, Cable TV, Clock/Speaker, and Intrusion design, will include design of equipment sufficient for contractor to deliver a complete and functional system.
12. A Statement of the Proposed Project to facilitate the CEQA approval process is included if required to facilitate the approval of the selected siting. Additional CEQA consulting work can be provided as an additional service.
13. District is responsible for environmental engineering and hazardous material inspection.
14. District is responsible for survey and geotechnical engineering.
15. District is responsible for plan check fees and LEED / CHPS fees.



LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Dougherty + Dougherty Architects

Project: Hillcrest Finishing Kitchen

Project #:

Estimate:

Bid Opening Date:

Time:

Project Mgr:

Architect:

Based Bid Dollar Amount		Total Dollar Amount of Work	LBE %	SLB%	SLBR%	City of Oakland Certification No.
PRIME Company: Dougherty + Dougherty Architects Address: 1904 Franklin Street, Suite 909 City/State: Oakland, CA Phone: 510-654-2544		\$182,000.00	51%			7037
Company: PGA Design Address: 444 17th Street City/State: Oakland, CA Phone: (510) 465-1284		\$6,000.00		2%		1037
Company: Calichi Design Group Address: 492 Ninth Street, Suite 200 City/State: Oakland, CA Phone: (415) 390-2452		\$18,000.00		5%		7402
Company: KPW Structural Engineers Address: City/State: Phone:		\$35,000.00				
Company: H&M Mechanical Group Address: 8517 Earhart Road Suite 230 City/State: Oakland, CA Phone: (510) 559-2000		\$54,000.00		15%		2691
Company: Zeiger Engineers Address: 478 3rd St. #2 City/State: Oakland, CA Phone: (510) 452-9391		\$24,000.00		7%		3735
Company: RAS Design Group Address: City/State: Phone:		\$20,000.00				
Company: mack5 Address: City/State: Phone:		\$15,000.00				
TOTAL PARTICIPATION		\$354,000.00	51.41%	28.81%	0.00%	80.23%

Note: Please complete dollar amounts for subprime work; local business percentages; base bid

APPROVAL - LBU Compliance Officer

Note: Local Business Participation documentation must be submitted within 24 hours of bid opening



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/3/2016

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

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

PRODUCER Dealey, Renton & Associates DRA License 0020739 P. O. Box 10550 Santa Ana CA 92711-0550	CONTACT NAME: PHONE (A/C, No, Ext): 714-427-6810 FAX (A/C, No): 714-427-6818 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of A INSURER B: American Automobile Ins. Co. INSURER C: Argonaut Insurance Company INSURER D: INSURER E: INSURER F:
INSURED Dougherty + Dougherty Architects LLP 3194-D Airport Loop Drive Costa Mesa CA 92626-3405	NAIC # 25674 21849 19801

COVERAGES

CERTIFICATE NUMBER: 2099309951

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 SUBR INSD 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 <input checked="" type="checkbox"/> Contractual <input type="checkbox"/> Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	8806100L217	11/15/2015	11/15/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	BA7379L627	1/11/2016	1/11/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WZP81028028	9/1/2015	9/1/2016	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability Claims Made		IAE1141306	11/27/2015	11/27/2016	Per Claim \$2,000,000 Annual Aggr. \$2,000,000

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

General Liability policy excludes claims arising out of the performance of professional services.
Re: Piedmont Finishing Kitchen Upgrade Project - 4314 Piedmont Avenue, Oakland, CA 94611.
Oakland Unified School District and the State of California and their representatives, employees, trustees and officers are Additional Insured as respects to General & Auto liability coverage as required by written contract. Coverage afforded the Additional Insured is Primary and Non-Contributory as respects to General Liability coverage.
Separation of Insureds - Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to See Attached...

CERTIFICATE HOLDER

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

Oakland Unified School District Attn: Tadashi Nakadegawa 955 High Street Oakland CA 95959	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Dealey, Renton & Associates		NAMED INSURED Dougherty + Dougherty Architects LLP 3194-D Airport Loop Drive Costa Mesa CA 92626-3405	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each insured against whom claim is made or suit is brought.
- Waiver of Subrogation included in Work Comp. coverage as required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement Effective: 3/3/2016	Countersigned By:
Named Insured: Dougherty + Dougherty Architects LLP	 (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): Re: Piedmont Finishing Kitchen Upgrade Project - 4314 Piedmont Avenue, Oakland, CA 94611. Oakland Unified School District and the State of California and their representatives, employees,

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

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

**Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: Dougherty + Dougherty Architects LLP

Policy Number WZP81028028

Producer: Dealey, Renton & Associates

Effective Date 3/3/2016

Schedule

Person or Organization

Oakland Unified School District
Attn: Tadashi Nakadegawa
955 High Street
Oakland CA 95959

Job Description

Re: Piedmont Finishing Kitchen Upgrade
Project - 4314 Piedmont Avenue, Oakland,
CA 94611.
Oakland Unified School District and the
State of California and their
representatives, employees, trustees and
officers

Additional Premium %

We have the right to recover our payments from anyone liable for an injury- covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

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

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

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

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

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

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

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

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



INDEPENDENT CONSULTANT AGREEMENT FOR GEOTECHNICAL SERVICES ROUTING FORM

Project Information			
Project Name	Hillcrest Finishing Kitchen Upgrade	Site	127
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Dougherty & Dougherty	Agency's Contact	Gray Dougherty				
OUSD Vendor ID #	V059071	Title	Architect of Record				
Street Address	1904 Franklin Street	City	Oakland	State	CA	Zip	94612
Telephone	510-654-2544	Policy Expires	9-1-16				
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 #	15106						

Term			
Date Work Will Begin	3-23-2016	Date Work Will End By (not more than 5 years from start date)	12-31-2016

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$369,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1279905890	6215	\$184,500.00
9450	Measure J	1279905893	6215	\$184,500.00

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	3-7-16	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	3-4-16	
3.	Interim Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved	3-14-16	
4.	Senior Business Officer			
	Signature	Date Approved	3-16-16	
5.	President, Board of Education			
	Signature	Date Approved		



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Hillcrest Elementary School Finishing Kitchen & Cafeteria	Site	127
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Basic Directions

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

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

Contractor Name	Perkins Eastman Architects DPC	Agency's Contact		Lance Kutz				
OUSD Vendor ID #	New Vendor	Title		Project Manager				
Street Address	1904 Franklin Street, Suite 909	City	Oakland	State	CA	Zip	94612	
Telephone	510-654-2544	Policy Expires						
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No					
OUSD Project #	13175							

Term

Date Work Will Begin	6-28-2018	Date Work Will End By (not more than 5 years from start date)	12-30-2021
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Compensation

Total Contract Amount	\$379,000.00	Total Contract Not To Exceed	\$405,915.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$36,915.00
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
9450	Fund 21, Measure J	1279905893	6215	\$36,915.00

Approval and Routing (in order of approval steps)

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

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