Board Office Use: **Legislative File Info.**	
File ID Number	23-1527
Introduction Date	8-23-2023
Enactment Number	23-1488
Enactment Date	8/23/2024 er

OAKLAND BUILT

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Lisa Grant-Dawson, Chief Business Officer, Facilities Planning and Management

Board Meeting Date August 23, 2023

Subject Amendment No. 2 Architectural Services Agreement – Shah Kawasaki Architects – Cole Administration Center Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 2 to the Architectural Services Agreement between the **District** and **Shah Kawasaki Architects**, Oakland, CA, for the latter to provide additional architectural services which consists of construction administration support, commissioning & close-out services for the Cole Administration Center Project in an additional amount of **$205,750.00**, increasing Agreement not to exceed amount from **$3,890,875.00** to **$4,096,625.00**, and extending the expiration of the Agreement from **December 31, 2023** to **August 30, 2024**, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Discussion This Amendment is for additional architectural services and two hundred forty-three (243) calendar days' extension to the term date.

LBP **(Local business participation percentage)** 0.00%

Recommendation Approval by the Board of Education of Amendment No. 2 to the Architectural Services Agreement between the **District** and **Shah Kawasaki Architects**, Oakland, CA, for the latter to provide additional architectural services which consists of construction administration support, commissioning & close-out services for the Cole Administration Center Project in an additional amount of **$205,750.00**, increasing Agreement not to exceed amount from **$3,890,875.00** to **$4,096,625.00**, and extending the expiration of the Agreement from **December 31, 2023** to **August 30, 2024**, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Fiscal Impact Fund 21 Building Funds Measure Y

Attachments

- Amendment No. 2, including Exhibits
- Certificate of Insurance
- Routing Form
- File Id 19-1664 & 21-1818

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 2

ARCHITECTURAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Shah Kawasaki Architects.** OUSD entered into an agreement with CONTRACTOR for services on **September 11, 2019** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Cole Administration Center Project** as follows and in the attached Exhibit A:

1. **Services:** ☐ The scope of work is unchanged. **X 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.

   The CONTRACTOR agrees to provide the following amended services: To provide additional architectural services which consists of construction administration support, commissioning & close-out services, as descried in the Proposal dated May 22, 2023, attached to this Amendment as Exhibit A.

2. **Terms** (duration): ☐ The term of the contract is unchanged. **X** The term of the contract has changed.

   If term is changed: The contract term is extended by an additional Two hundred forty-three (243) days, and the amended expiration date is August 30, 2024. **The current end date is December 31, 2023.**

3. **Compensation:** ☐ The contract price is unchanged. **X** The contract price has changed.

   If the compensation is changed: The not to exceed contract price is

   X Increased by: **Two Hundred Five Thousand Seven Hundred Fifty Dollars No/100 ($205,750.00), which includes a fee of $187,250.00 for Basic Services and a not-to-exceed fee of $18,500.00 for Additional Services.**

   ☐ Decreased by _____ dollars and no/100 ($_____).

   Prior to this amendment, the not to exceed contract price was Three Million Eight Hundred Ninety Thousand Eight Hundred Seventy-Five Dollars No/**100($3,890,875.00)** and after this amendment, the not to exceed contract price will be: **Four Million Ninety-Six Thousand Six Hundred Twenty-Five Dollars No/100 ($4,096,625.00).**

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.** **X** This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	9-8-2021	Tem & Compensation	$390,875.00

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.

Contract No. | P.O. No.

OAKLAND UNIFIED SCHOOL DISTRICT

Mike Hutchinson, President,
Board of Education — Date: 8/24/2023

Kyla Johnson-Trammell, Superintendent
& Secretary Board of Education — Date: 8/24/2023

Lisa Grant-Dawson, Chief Business Officer,
Facilities Planning and Management — Date: 6/28/2023

Approval as to form:

Arne Sandberg *[name]*
General Counsel, Facilities, Planning and Management — Date: 6/15/23

CONTRACTOR

Contractor Signature — Date: 6/15/2023

Philip Luo, Principal
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Shah Kawasaki Architects

1. Detailed Description of Services to be provided: To provide additional architectural services which consists of construction administration support, commissioning & close-out services, as descried in the Proposal dated May 22, 2023, attached to this Amendment as Exhibit A.

2. Specific Outcomes:

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

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

S H A H
KAWASAKI
ARCHITECTS

Basic Services Project: Cole Administrative Center at Cole Campus
Date: May 22, 2023
OUSD Project Number: 19119
SKA Project Number: 19718.00
Authorization Request: Contract Amendment #2 – Architectural Services through Project Completion

To: Ms. Kenya Chatman
Executive Director
Department of Facilities Planning and Management
Oakland Unified School District
955 High Street
Oakland, CA 94601

1. BACKGROUND FOR AUTHORIZATION REQUEST:

The District has asked the design team to provide an amendment to the contract for Architectural services through to project completion.

The original contract was scheduled for 20 months of Construction Administration Support, Commissioning & Close-out, and Move-in support. The original schedule had an anticipated completion date of December 2022. However, the Notice to Proceed letter for Construction activities for the project was not issued until November 2021 with an anticipated completion date of February 20, 2023. The revised construction schedule has an anticipated completion of April 02, 2024. Commissioning, close-out and Move-in support is anticipated to for August 01, 2024.

2. DESCRIPTION:

Changes include the following:

Architectural Services through Project Completion:

- Construction Administration Support based on the anticipated construction completion of April 02, 2024
- Commissioning & Close-out
- Move-in Support, anticipated August 01, 2024

Please see attached exhibits:
Revised schedule

3. SCHEDULE:

Based on the construction schedule (as directed by OUSD), we propose continued Construction Administration support to the anticipated construction completion date of April 02, 2024. Commissioning and closeout are anticipated on August 01, 2024. We request that the contract end date be extended from December 31, 2023, to December 31, 2024.

4. COMPENSATION:

Shah Kawasaki Architects	$140,000
KPW (Structural)	$11,000
Interface Engineers (MEP, FLS, Tech, Energy)	$25,00
Siegfried (Civil and Landscape)	$9,000
SKA 5% Administrative Markup	$2,250
Total Compensation	$187,250
Contingency Allowance	$18,500
Total Amount	**$205,750**

5. CONTRACT AMOUNT (UPDATED)

FULL CONTRACT AMOUNT	$3,500,000
Base Scope of Services	$3,330,293
Contract Amendment #1 Architectural Service Agreement	$390,875
Contract Modification #1 Survey Update	$11,100
Contract Modification #2 Seismic Assessment	$9,450
Contract Modification #3 Sprinkler & FA Design	$47,500
Contract Modification #4 CHPS Verified Project	$4,198
Contract Modification #5 Seismic Design Updates	$15,750
Contract Modification #7 Addition of Centrally Located Stairs	$64,050
Contract Modification #8 Solar Installation Coordination	$17,659
Contingency Allowance (Prior to request)	$0

***Items modified by this proposal**

*Contract Amendment #2 Architectural Services through Project Completion	$187,250
*Contingency Allowance	$18,500

6. TERMS:

Upon return of a fully executed authorization, this request will become a part of the Original Authorization agreement between Oakland Unified School District and SKA dated signed on September 11, 2019, and shall follow the same terms and conditions.

7. ACCEPTANCE:

(Please sign and return a digital copy to SKA)

SHAH KAWASAKI ARCHITECTS A CALIFORNIA CORPORATION	OAKLAND UNIFIED SCHOOL DISTRICT:
BY: Philip Luo	BY:
TITLE: Principal	TITLE:
DATE: 05/22/2023	DATE:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/9/2023

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
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Marie Swaney
PHONE (A/C, No, Ext): 626-696-1890 **FAX (A/C, No):**
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Aspen American Insurance Company	43460
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Shah Kawasaki Architects
570 - 10th Street, Suite 201
Oakland CA 94607

SHAHKAW-01

COVERAGES **CERTIFICATE NUMBER:** 459632150 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	6803N627375	10/17/2022	10/17/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	Included						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y	Y	BA2S47110A	10/17/2022	10/17/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR	Y	Y	CUP9887P47A	10/17/2022	10/17/2023	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 0							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	UB9N79179A	10/17/2022	10/17/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						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			AAAE30002403	10/17/2022	10/17/2023	Per Claim Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. Umbrella Liability policy is follow-form to underlying Policies: General Liability/Auto Liability/Employers Liability.
RE: Coliseum College Prep Academy at Havenscourt Site Expansion
Oakland Unified School District is named as an additional insured as respects general and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Tadashi Nakadegawa, Deputy Chief, Facilities
955 High Street
Oakland CA 94601

CANCELLATION 30 Day Notice of 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

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an 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 insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

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

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to 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.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations
Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5.**, **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB9N79179A

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

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.

The additional premium for this endorsement shall be % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 6/9/2023

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Cole Administration Center	**Site**	109

Basic Directions

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

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

Contractor Information

Contractor Name	Shah Kawasaki Architects	Agency's Contact	Allan Kawasaki				
OUSD Vendor ID #	003881	Title	President				
Street Address	570 10th Street #201	City	Oakland	State	CA	Zip	94607
Telephone	510-663-6090	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	19119						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	9-11-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	8-30-2024

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	$ 205,750.00
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
9655/9805	Fund 21 Measure Y	210-9655-0-9805-8500-6215-109-9180-9906-9999-19119	6215	$205,750.00

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
	Executive Director, Facilities Planning and Management			
	Signature KCnaf		Date Approved	6/26/23
2.	**General Counsel, Department of Facilities Planning and Management**			
	Signature Lozano Smith, approved as to form		Date Approved	6/15/23
3.	**Chief Business Officer, Facilities Planning and Management**			
	Signature Lisa Grant Dawson		Date Approved	6/28/2023
4.	**Chief Financial Officer**			
	Signature		Date Approved	
5.	**President, Board of Education**			
	Signature		Date Approved	

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	21-1828
Introduction Date	9-8-2021
Enactment Number	21-1395
Enactment Date	9/8/2021 os

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date September 8, 2021

Subject Amendment No. 1 Architectural Services Agreement – Shah Kawasaki Architects – Cole Administration Center Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1 to the Architectural Services Agreement between the District and Shah Kawasaki Architects, Oakland, CA, for the latter to provide redesign and revised scope for the new administration building and plans for the first floor for the Cole Administration Center Project in an additional amount of $390,875.00, increasing Agreement not to exceed amount from $3,500,000.00 to $3,890,875.00, and extending the expiration of the Agreement from December 31, 2022 to December 31, 2023 (an additional 365 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Discussion This Amendment is for redesign services and revised scope for the new Administration Building and three hundred Sixty-five (365) calendar days' time extension.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1 to the Architectural Services Agreement between the District and Shah Kawasaki Architects, Oakland, CA, for the latter to provide redesign and revised scope for the new administration building and plans for the first floor for the Cole Administration Center Project in an additional amount of $390,875.00, increasing Agreement not to exceed amount from $3,500,000.00 to $3,890,875.00, and extending the expiration of the Agreement from December 31, 2022 to December 31, 2023 (an additional 365 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Fiscal Impact Fund 35 County School Facilities Fund

Attachments
- Amendment No. 1 & Scope of work
- Insurance Certificate

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 1

ARCHITECTURAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Shah Kawasaki Architects.** OUSD entered into an agreement with CONTRACTOR for services on **September 11, 2019** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Cole Administration Center Project** as follows and in the attached Exhibit A:

1. **Services:** ☐ The scope of work is unchanged. **X 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.

   The CONTRACTOR agrees to provide the following amended services: To provide redesign services and revised scope for the new administration building and plans for the first floor, as descried in the Proposal dated July 7, 2021, attached to this Amendment as Exhibit A.

2. **Terms** (duration): ☐ The term of the contract is unchanged. **X** The term of the contract has changed.

   If term is changed: The contract term is extended by an additional Three hundred sixty-five (365) days, and the amended expiration date is December 31, 2023. **The current end date is December 31, 2022.**

3. **Compensation:** ☐ The contract price is unchanged. **X** The contract price has changed.

   If the compensation is changed: The not to exceed contract price is

   X Increased by: Three Hundred Ninety Thousand Eight Hundred Seventy-Five Dollars **No/100 ($390,875.00).**

   ☐ Decreased by _____ dollars and no/100 ($_____).

   Prior to this amendment, the not to exceed contract price was **Three Million Five Hundred Thousand Dollars No/100($3,500,000.00),** and after this amendment, the not to exceed contract price will be: **Three Million Eight Hundred Ninety Thousand Eight Hundred Seventy-five Dollars No/100 ($3,890,875.00).**

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:**

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

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

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

Contract No. | P.O. No.

OAKLAND UNIFIED SCHOOL DISTRICT

Shanti Gonzales, President, Board of Education — Date: 9/9/2021

Kyla Johnson-Trammell, Superintendent Board of Education — Date: 9/9/2021

Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management — Date: 8/11/21

Approval as to form:

Arne Sandberg *[name]*
General Counsel, Facilities, Planning and Management — Date: 8/10/21

CONTRACTOR

Contractor Signature — Date: 8/03/2021

Philip Luo, Principal, Shah Kawasaki Architects, Inc.
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Shah Kawasaki Architects

1. Detailed Description of Services to be provided: To provide redesign services and revised scope for the new administration building and plans for the first floor, as descried in the Proposal dated July 7, 2021, attached to this Amendment as Exhibit A.

2. Specific Outcomes:

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

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

S H A H
KAWASAKI
ARCHITECTS

EXHIBIT A

Basic Services Project: Cole Administrative Center at Cole Campus
Date: July 7, 2021
OUSD Project Number: 19119
SKA Project Number: 19718.00
Authorization Request: Contract Modification #6 – Revised base scheme with add alternates

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

1. BACKGROUND FOR AUTHORIZATION REQUEST:

The District has asked the design team to prepare documents which describe revised scope for bidding and permitting purposes.

The original project scope as submitted to DSA for permit review on July 10, 2020 included a full build out of the main administration building, which included first floor offices, meeting rooms, Board Room, and storage rooms, as well as full build out of a separate Multi-Purpose Room (MPR) Building. In order to obtain bid pricing for separate components of the project, the District asked the design team to remove the majority of the first floor build out (thereby converting it into a code compliant shell space for future tenant improvements) and MPR Building as a revised Base Bid, and document the "removed" components as three (3) separate additive alternates.

Since these changes significantly alter the documents initially submitted to DSA, a revised package must be re-submitted to DSA either prior to or following DSA permit approval.

2. DESCRIPTION:

Changes include the following:

Revised Base Scheme:

- Conversion of select first floor areas of main administration building to shell space. Architectural scope includes revisions to first floor plans, reflected ceiling plans, finish plan, code analysis, and signage. MEP, Technology, and Fire Life Safety systems must be redesigned. Engineering load calculations including Title 24 and energy modeling must be recalculated.
- First floor stair areas to be enclosed to separate conditioned space from un-conditioned shell space. Redesign of stairs is not required in scope.
- Removal of MPR Building from project scope and redesign of site area once occupied by MPR Building. Two (2) site design options will be submitted to the District for review and selection.
- Descriptions for "safe off" termination of building systems and underground utilities in anticipation of future build out of first floor areas and MPR building.

Add Alternate 1: Same as Base Scheme except MPR is built
Add Alternate 2: Same as Base Scheme except Board Room is built
Add Alternate 3: Same as Base Scheme except first floor office areas are built, Board Room remains a shell space, and first floor stairs remain unenclosed

Please see attached exhibits:
Mark-up from the District showing alternate options
Diagrams from SKA showing add alternate options
Additional Service requests from KPW, Interface Engineers, Siegfried, and MK Think for scope of work

3. SCHEDULE:

Based on the 2-month project hold (as directed by OUSD), the required time for redesign related to this additional service (approximately 6 weeks), DSA review, and 18 month construction schedule, we request that the contract end date be extended from December 31, 2022 to December 31, 2023.

4. COMPENSATION:

Shah Kawasaki Architects	$47,000
KPW (Structural)	$12,000
Interface Engineers (MEP, FLS, Tech, Energy)	$93,500
Siegfried (Civil and Landscape)	$42,000
Space and Organizational Planning	$180,000
SKA 5% Administrative Markup	$16,375
Total Compensation	**$390,875**

5. CONTRACT AMOUNT (UPDATED)

FULL CONTRACT AMOUNT	$3,500,000
Base Scope of Services	$3,330,293
Contract Modification #1 Survey Update	$11,100
Contract Modification #2 Seismic Assessment	$9,450
Contract Modification #3 Sprinkler & FA Design	$47,500
Contract Modification #4 CHPS Verified Project	$4,198
Contract Modification #5 Seismic Design Updates	$15,750
Contingency Allowance	$81,709

***Items modified by this proposal**

*Contract Modification #6 Revised base scheme with add alternates	$390,875

6. TERMS:

Upon return of a fully executed authorization, this request will become a part of the Original Authorization agreement between Oakland Unified School District and SKA dated signed on September 11, 2019, and shall follow the same terms and conditions.

7. ACCEPTANCE:

(Please sign and return a digital copy to SKA)

SHAH KAWASAKI ARCHITECTS
A CALIFORNIA CORPORATION

BY: Philip Luo

TITLE: Principal

DATE: 07/07/2021

OAKLAND UNIFIED SCHOOL DISTRICT:

BY: _____

TITLE: President, BOE

DATE: 9/9/2021

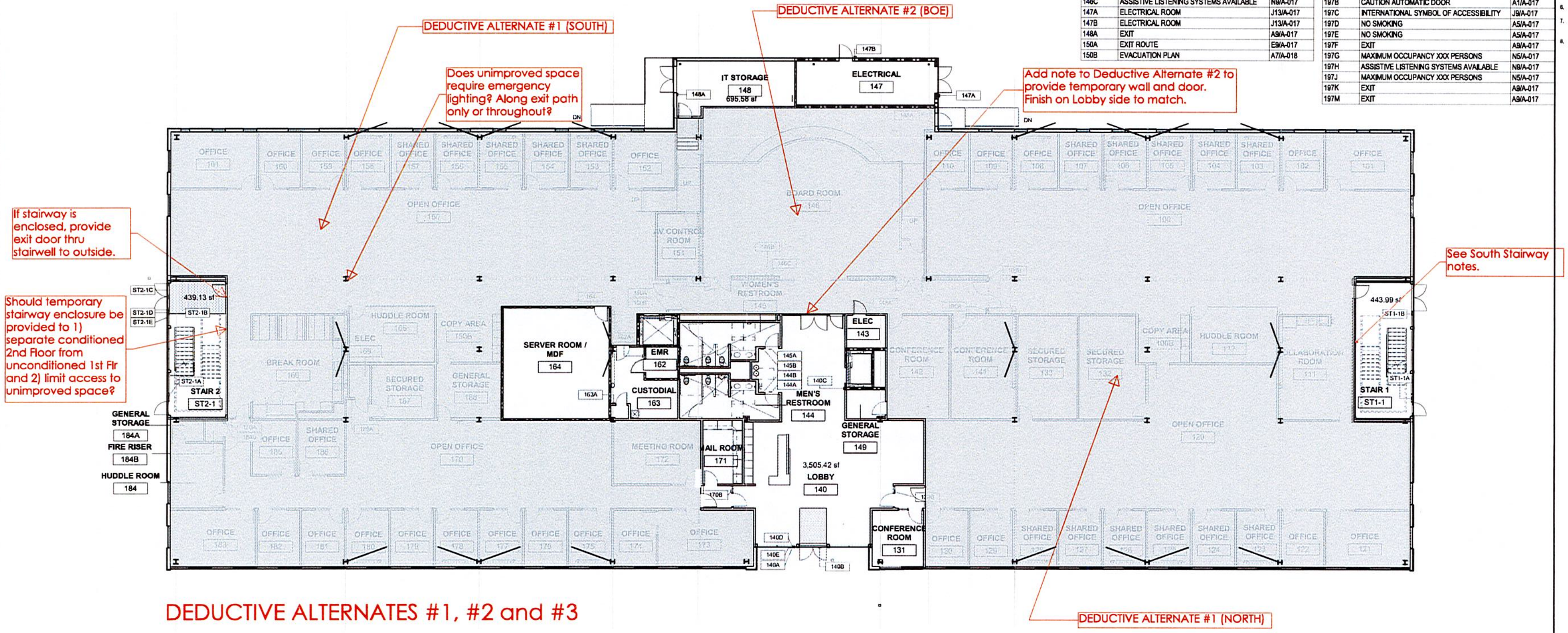
EXHIBIT PROVIDED BY OUSD TO SKA ON 01/25/2021

SIGNAGE SCHEDULE FIRST FLOOR		
SIGN NO	SIGN TEXT	DETAIL REF
100A	EXIT ROUTE	E9/A-017
100B	EXIT ROUTE	E9/A-017
120A	EXIT ROUTE	E9/A-017
120B	EXIT ROUTE	E9/A-017
140A	NO SMOKING	A5/A-017
140B	CAUTION AUTOMATIC DOOR	A1/A-017
140C	EVACUATION PLAN	A1/A0-18
140D	EXIT	A9/A-017
140E	INTERNATIONAL SYMBOL OF ACCESSIBILITY	J9/A-017
143A	ELECTRICAL ROOM	J13/A-017
144A	MENS RESTROOM PICTOGRAM	E1/A-017
144B	MENS RESTROOM	J1/A-017
145A	WOMENS RESTROOM PICTOGRAM	E5/A-017
145B	WOMENS RESTROOM	J1/A-017
146A	EXIT	A9/A-017
146B	MAXIMUM OCCUPANCY XXX PERSONS	N5/A-017
146C	ASSISTIVE LISTENING SYSTEMS AVAILABLE	N9/A-017
147A	ELECTRICAL ROOM	J13/A-017
147B	ELECTRICAL ROOM	J13/A-017
148A	EXIT	A9/A-017
150A	EXIT ROUTE	E9/A-017
150B	EVACUATION PLAN	A7/A-018

SIGNAGE SCHEDULE FIRST FLOOR		
SIGN NO	SIGN TEXT	DETAIL REF
150C	EXIT ROUTE	E9/A-017
162A	EMR	J13/A-017
163A	PRE-ACTION CLOSET	J13/A-017
164	SERVER ROOM / MDF	J13/A-017
170A	EXIT ROUTE	E9/A-017
170B	EXIT ROUTE	E9/A-017
184B	FIRE RISER	J13/A-017
189A	ELECTRICAL ROOM	J13/A-017
192A	EXIT	A9/A-017
192B	IDF	J13/A-017
192C	ELECTRICAL ROOM	J13/A-017
193A	MENS RESTROOM PICTOGRAM	E1/A-017
193B	MENS RESTROOM	J1/A-017
194A	WOMENS RESTROOM PICTOGRAM	E5/A-017
194B	WOMENS RESTROOM	J1/A-017
197A	EXIT	A9/A-017
197B	CAUTION AUTOMATIC DOOR	A1/A-017
197C	INTERNATIONAL SYMBOL OF ACCESSIBILITY	J9/A-017
197D	NO SMOKING	A5/A-017
197E	NO SMOKING	A5/A-017
197F	EXIT	A9/A-017
197G	MAXIMUM OCCUPANCY XXX PERSONS	N5/A-017
197H	ASSISTIVE LISTENING SYSTEMS AVAILABLE	N9/A-017
197J	MAXIMUM OCCUPANCY XXX PERSONS	N5/A-017
197K	EXIT	A9/A-017
197M	EXIT	A9/A-017

SHEET NOTES

1. SEE GENERAL NOTES, PROJECT DATA, SYMBOL LEGEND ON SHEET A-001 AND A-002, SEE SIGNAGE AND ACCESSIBILITY DETAILS ON SHEETS A-016, A-017 AND A-018.
2. REFER TO A-016 AND A-017 FOR TYPICAL MOUNTING HEIGHTS AND CLEARANCES.
3. REFER TO A-011 AND SCD FOR SITE SIGNAGE REQUIREMENTS.
4. ALL SIGNS ARE CONTRACTOR PROVIDED AND INSTALLED, UON.
5. SIGNS CONTAINING TACTILE CHARACTERS SHALL BE LOCATED SO THAT A CLEAR FLOOR SPACE OF 18" MIN. X 18" CENTERED ON TACTILE CHARACTERS.
6. SMD FOR SIGNAGE RELATED TO MECHANICAL EQUIPMENT.
7. SPD FOR SIGNAGE RELATED TO PLUMBING AND FIRE SPRINKLER SYSTEM EQUIPMENT.
8. REFER TO REFLECTED CEILING PLANS AND ELECTRICAL PLANS FOR ILLUMINATED EXIT SIGNS.



DEDUCTIVE ALTERNATE #1 (SOUTH)

DEDUCTIVE ALTERNATE #2 (BOE)

Does unimproved space require emergency lighting? Along exit path only or throughout?

Add note to Deductive Alternate #2 to provide temporary wall and door. Finish on Lobby side to match.

If stairway is enclosed, provide exit door thru stairwell to outside.

Should temporary stairway enclosure be provided to 1) separate conditioned 2nd Floor from unconditioned 1st Flr and 2) limit access to unimproved space?

See South Stairway notes.

DEDUCTIVE ALTERNATE #1 (NORTH)

DEDUCTIVE ALTERNATES #1, #2 and #3

Deductive Alternate #1:

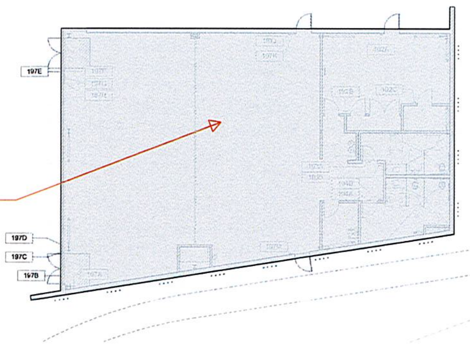
Delete interior improvements to First Floor office areas including but not limited to interior walls, interior doors and frames, floor finishes, ceiling finishes, light fixtures, electrical and data outlets, mechanical units and branch lines, etc. Fire and Life Safety systems shall be installed to protect unimproved open spaces.

Deductive Alternate #2:

Delete Board of Education hearing room including demising walls, audio visual equipment, built-in casework, interior walls, interior doors and frames, floor finishes, ceiling finishes, light fixtures, electrical and data outlets, mechanical units and branch lines, etc. Fire and Life Safety systems shall be installed to protect unimproved open spaces.

Deductive Alternate #3:
Delete construction of new Multi-Purpose Building. Provide underground utility lines to within five feet of proposed building perimeter. Terminate utility lines in clearly labelled underground utility boxes. Scope includes removal of asphalt paving and disconnected utility lines within proposed building footprint.

Comment on underground utility provisions for future work



DEDUCTIVE ALTERNATE #3 (MPR)

FIRST FLOOR SIGNAGE PLAN A1
RE: A1/ A-201 1" = 10'-0"

NOTE: If this drawing is not 30"x42" it has been revised from its original size and the scales noted on drawing/details are no longer applicable.

NO.	DATE	ISSUE DESCRIPTION
	06/08/2020	90% CONSTRUCTION DOCUMENTS

SHAH KAWASAKI ARCHITECTS
570 10th Street, Suite 201
Oakland, CA 94607

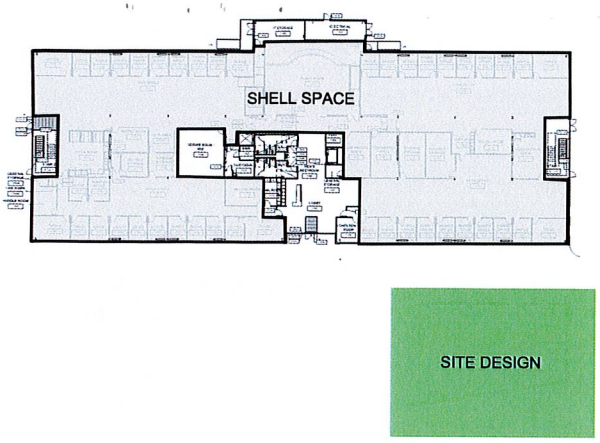
CENTRAL ADMINISTRATIVE CENTER AT COLE CAMPUS
1011 UNION STREET,
OAKLAND, CA 94607

Drawing Title
FIRST FLOOR SIGNAGE PLAN AND SCHEDULE

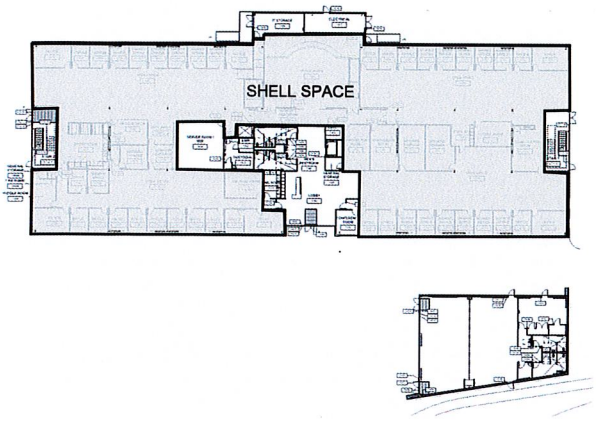
Drawing No.
A-014

SKA Project Number: 19718

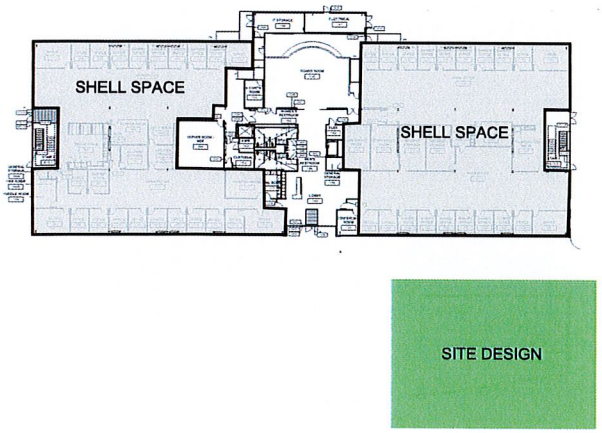
NOT FOR CONSTRUCTION



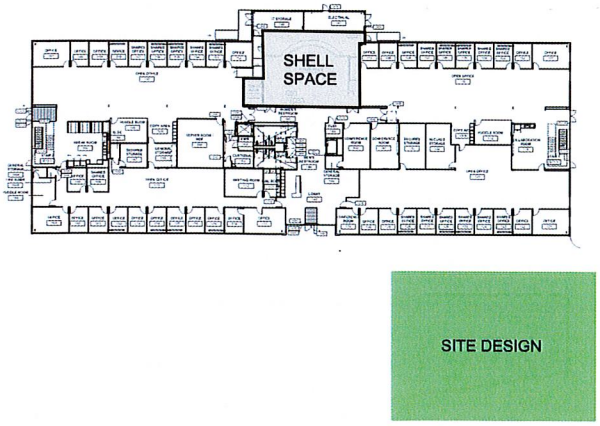
Base Scheme:
No MPR (replace with landscape/site design)
Replace Board Rm and Office Areas with Shell Space
Enclose first floor stairs.
Base Scheme shall include full Fire/Life Safety features including but not limited to fire sprinkler system, fire alarm system and emergency lighting for "open" shell space.



Add Alt 1:
Same as Base Scheme except MPR is built
MPR Additive Alternate shall include bid option of with and without AV installation.



Add Alt 2:
Same as Base Scheme except Board Room is built



Add Alt 3:
Same as Base Scheme except first floor offices are built, and first floor stairs remain unenclosed.
Board Room shell space shall include full Fire/Life Safety features including but not limited to fire sprinkler system, fire alarm system and emergency lighting for "open areas."

February 17, 2021

Beatrice Eleazar, AIA, Associate
SHAH KAWASAKI ARCHITECTS
570 10th Street, Suite 201
Oakland, CA 94607

Project: Oakland Unified School District – Cole Administration Center – Add Service #3
Scope Change: Reduction in Scope/Bid Options
1011 Union Street, Oakland, CA
KPW Proposal No. 21P178
KPW Project No. 19C417

Subject: Add Service Request for Additional Structural Engineering Services

Dear Beatrice,

This add service requested is based on our discussions with you. We understand that the District is exploring options to reduce the project cost and reduce the construction schedule. As such, 4 options are being considered. These options include:

Base Option – Remove the MPR, Enclose First Floor Stairs, and Board/Offices to be shell space
Add Alternate 1 (Option 2) - Enclose First Floor Stairs, and Board Room/Offices to be shell space
Add Alternate 2 (Option 3) - Remove the MPR, Enclose First Floor Stairs, and Offices to be shell space
Add Alternate 3 (Option 4) - Remove the MPR, Board Room to be shell space

Implementing any of these options will require rework and coordination with the Architect, and subconsultants as required. The project is currently in DSA Backcheck. We anticipate that these changes would be implemented post-approval in the form of a CCD.

We propose to provide the above structural engineering services for the following lump-sum fees:

ASR#3 – Scope Reduction/Bid Options:	$12,000
Total Lump-Sum Fee:	**$12,000**

We will bill per the terms noted in the original proposal. 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 look forward to hearing from you soon.

Very truly yours,

KPW Structural Engineers, Inc.

Pardeep Jhutti, SE
Principal

Accepted,

Shah Kawasaki Architects

By:_____

Date:_____

INTERFACE ENGINEERING

Interface Engineering
1999 Harrison Street, Suite 550
Oakland, CA 94612
TEL 415.489.7242
www.interfaceengineering.com

February 17, 2021

Beatrice Eleazar
Shah Kawasaki Architects
570 10th Street, Suite 201
Oakland, CA 94607

Re: Oakland Unified School District (OUSD) - Cole Administrative Center
2019-0683
Additional Services Proposal – Revised Scope Changes

Dear Beatrice:

Per our email communication on February 3, 2021 and February 12, 2021 we have added the following scope of service to your project: This attached/added scope of work will require designing and documenting plans for MEP/Tech/FLS. All engineering load calculations and including Title 24 and energy modeling will need to be revisited and recalculated. A minimum 3-4 weeks to make the changes for MEPTFLS to submit back to DSA. This will allow us to revise the drawings, coordinate with different trades including Architectural. The 3-4 weeks will start after we receive the updated Revit background.

Project Phase	Mechanical Engineering	Electrical Engineering	Plumbing Engineering	Technology Systems	Fire Alarm	Fire Protection	Energy Services	Phase Totals
Construction Documents	$22,000	$20,000	$11,000	$11,000	$7,000	$7,000	$5,000	**$83,000**
DSA Backcheck	$2,000	$2,000	$1,500	$1,000	$2,000	$2,000	--	**$10,500**
Discipline Totals	**$24,000**	**$22,000**	**$12,500**	**$12,000**	**$9,000**	**$9,000**	**$5,000**	**$93,500**

Total Fee: $93,500

Please indicate your authorization of these extra services by signing below and faxing, emailing, or mailing this letter back to us so we can set up our records and begin work.

If you have any questions, please contact this office.

Sincerely,

Westley F. Anastasio, PE
Associate/Senior Electrical Engineer

Joel D. Cruz
Principal

WFA:aw

COMPANY: Shah Kawasaki Architects

CONTACT: _____ _____

Beatrice Eleazar, Associate Date

T:\2019\2019-0683\Contracts\Revised Scope Changes\20210204ES - OUSD Cole Administrative Center - Revised Scope Change.docx

SIEGFRIED

February 12, 2021

Philip Luo, AIA, LEED AP
Shah Kawasaki Architects
570 10th Street, Suite 201
Oakland, California 94607

RE: OUSD COLE ADMINISTRATION CENTER
OAKLAND, CALIFORNIA
PROPOSAL FOR PROFESSIONAL DESIGN SERVICES

Dear Philip;

We appreciate the opportunity to propose our services to you for this project. By providing integrated site and building design services including landscape architecture, civil engineering, and surveying, our clients typically reduce their project management time, project design time, and overhead. Our scope of work, based on previous emails and our familiarity with the project are, follows.

I. *Project Description*

Development of an alternate design for the footprint of the MPR. The alternate will be a series of added sheets to the plans set that address planting, irrigation, and site design within the footprint of the proposed building site. It is assumed that all other concrete work will remain or be reduced in the alternate and that the remainder of the site design is not impacted. The design and DSA fees include the potential for a small play structure and play area.

II. *Scope of Work*

Task 1 – Construction Documents

1. Siegfried will develop up to two options for the use of the MPR footprint and provide the site plans to the client for review and selection of the preferred alternative.
2. Siegfried will prepare the Project civil, and landscape architectural alternate improvement plan sheets including the following:
   a. Site Drainage and Grading Plan in accordance with the American Disability Act (ADA). Accessible routes will be identified with path of travel locations.
   b. Underground Utilities Plan including storm drainage and irrigation.
   c. Dimensional and Paving Plan usable for construction staking.
   d. Irrigation plan which includes location and sizing of irrigation connection(s), sleeve locations, and location of irrigation controller. Plan also includes the notes and descriptions of any necessary modifications to be made to the existing irrigation system, and all new construction.
   e. Planting Plan which includes locations for all proposed trees, shrubs, ground covers and grasses within the proposed project site, and site-specific agronomic soil preparation requirements.
   f. All details necessary to clarify the plan intent are included and will be part of the plan set.

Task 2 – DSA Review

1. Revise plans in response to Agency review comments and respond to said comments in written form to aid in the agency review process.

SIEGFRIED

EXCEPTIONS TO THE SCOPE

It is understood that the following are not included in the Scope:

a. *preliminary title report, preparation of deed of conveyance and recordation fees,*
b. *traffic volume studies,*
c. *record of survey,*
d. *corner records,*
e. *maintenance plans,*
f. *geotechnical investigation, report and monitoring,*
g. *potholing to determine location and/or elevation of underground utilities,*
h. *permit application and plan check fees,*
i. *construction inspection, supervision, and scheduling,*
j. *QSD/QSP Services*
k. *Structural design*
l. *Lighting design*
m. *Fire flow tests, existing hydrant fire flow data will be provided by the client*

III. ***Fee Proposal***

Task	Description	Civil	Landscape Architecture	**Total**
1	Construction Documents	$4,000	$30,000	**$34,000**
2	DSA Review	$2,000	$6,000	**$8,000**
TOTAL FIXED FEE including reimbursable expenses		**$6,000**	**$36,000**	**$42,000**

We look forward to working with you and the SKA team. If you have any questions regarding this proposal, please do not hesitate to call me directly.

Sincerely,

Paul J. Schneider, QSD, QSP, P.E.
SIEGFRIED

Central Office scope together under one contract, I think there'd be value in terms of mobilization and continuity of work.

Looking forward to working with you!
MKThink Scope (supporting Shaw Kawasaki Design work)

- 1000 Broadway Development **$65,000**
  - Program Development using revised findings from Baby Cole Study
  - Pilot Hybrid Model Design for testing at 1000 Broadway
    - OUSD Hybrid Utilization Model (includes assessment of time and space utilization)
      Policy and procedure recommendations
      - Technology recommendations (scheduling software, IT, AV for hybrid model)
      - Wellness recommendations
      - Remote Work recommendations
      - Space Planning Assignment
      - Space Use
        Test Fit support (with SKA)
  - Staff Survey (in partnership with HR)
  - Change Management Program Development (in partnership with HR)
    - Rollout, monitoring and adjustment for Baby Cole

- Baby Cole Program and Concept Refinement **$115,000**
  - Collaborative Hub Program Development using findings from Baby Cole Study and Pilot and additional interviews (DSA Package) – $6,000
  - Staff Survey (in partnership with HR)
  - Collaborative Hub Concept Development (in partnership with KSA) (DSA Package) $2,000
  - Test Fit support (DSA Package) $2,200`
  - Comprehensive Program Development
    - Time Utilization Model
    - Policies recommendations (with HR)
    - Technology Guidelines (with IT and HR)
    - Wellness (with HR)
    - Space Layout & Assignment
    - Space Use Monitoring (with HR)
  - Change Management Program Refinement
    - Revised Policy Recommendations (with HR)
    - Communications and Integration Plan (with HR)
  - OUSD Central Office Design Guidelines
  - Move Migration Plan

- ~~Baby Cole Change Management Rollout (3 months) **$70,000**~~
  - ~~Implementation~~
  - ~~Surveys~~
  - ~~Refinement~~
  - ~~Report out~~

Marijke A. Smit
(She/Her/Her's)

Principal
M. 646.209.7937

MK THiNK
Build Less. Solve More

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/9/2021

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
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: The Certificate Team
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Aspen American Insurance Company	43460
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Shah Kawasaki Architects
570 - 10th Street, Suite 201
Oakland CA 94607

SHAHKAW-01

COVERAGES **CERTIFICATE NUMBER:** 947065053 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	6803N627375	10/17/2020	10/17/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	Included						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y	Y	BA3N627559	10/17/2020	10/17/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR	Y	Y	CUP9887P47A	10/17/2020	10/17/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	UB9N79179A	10/17/2020	10/17/2021	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						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			AAAE300024-01	10/17/2020	10/17/2021	Per Claim Annual Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability.

Re: Project: #19119 - Cole Administration Center
Oakland Unified School District is named as an additional insured as respects general liability and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Tadashi Nakadegawa
955 High Street
Oakland CA 94601

CANCELLATION 30 Day Notice of 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an 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 insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

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

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to 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.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5.**, **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB9N79179A

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

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.

The additional premium for this endorsement shall be % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 7/9/2021

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools. Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Cole Administration Center	**Site**	109

Basic Directions

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

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

Contractor Information

Contractor Name	Shah Kawasaki Architects	Agency's Contact	Allan Kawasaki				
OUSD Vendor ID #	003881	Title	President				
Street Address	570 10th Street #201	City	Oakland	State	CA	Zip	94607
Telephone	510-663-6090	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	19119						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	9-11-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-31-2023

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	$ 390,875.00
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
7710 9805	Fund 35	350-7710-0-9805-8500-6215-109-9180-9903-9999-99999	6215	$390,875.00

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
	Acting Director, Facilities Planning and Management				
	Signature RChatman		Date Approved	8/11/2021	
2.	**General Counsel, Department of Facilities Planning and Management**				
	Signature Lozano Smith, as to form only		Date Approved	8/10/21	
3.	**Deputy Chief, Facilities Planning and Management**				
	Signature		Date Approved	8/11/21	
4.	**Chief Financial Officer**				
	Signature		Date Approved		
5.	**President, Board of Education**				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	19- 1664
Introduction Date	9-11-2019
Enactment Number	19-1358
Enactment Date	9/11/19 lf

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date September 11, 2019

Subject Agreement for Architectural Services for the Cole Administration Center Project to Shah Kawasaki Architects

---

Action Requested Approval by the Board of Education of an Agreement for Architectural Services on behalf of the District to Shah Kawasaki Architects, Oakland, CA, for the Cole Administration Center Project in the amount of **Three Million, Five Hundred Thousand dollars NO/100 ($3,500,000.00)** as the selected Architect, and authorizing the President and Secretary of the Board to sign the Agreement for same with said Architect with work scheduled to commence on **September 12, 2019**, and schedule do to last until **December 31, 2022** pursuant to the contract.

Discussion Design & Architectural Services are needed for the building of the design and construction phase of Cole Administration Center.

LBP (Local Business Participation Percentage) 66.80%

Recommendation Approval by the Board of Education of an Agreement for Architectural Services on behalf of the District to Shah Kawasaki Architects, Oakland, CA, for the Cole Administration Center Project in the amount of **Three Million, Five Hundred Thousand dollars NO/100 ($3,500,000.00)** as the selected Architect, and authorizing the President and Secretary of the Board to sign the Agreement for same with said Architect with work scheduled to commence on **September 12, 2019**, and schedule do to last until **December 31, 2022** pursuant to the contract.

Fiscal Impact Fund 21, Measure J

Attachments

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

CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 19-1664

Department: Facilities Planning and Management

Vendor Name: Shah Kawasaki Architects

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

Contract Term: Intended Start: 9/12/2019 Intended End: 12/31/2022

Annual (if annual contract) or total (if multi-year agreement) Cost: $3,500,000.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

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

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

Consultant Services

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

RFP process includes review/scoring of proposals submitted. The District interviewed 4 highest scored proposals. The dollar amount is not the lowest, but it is based on experience and it is competitive with experience and size and complexity of project. Architects price was fair and reasonable given the amount of related experience demonstrated by the Architect, in addition to the complexity of the project.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

☐ Price is at or under UPCCAA threshold of $60,000 (as of 1/1/19)

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding – *contact legal counsel to discuss if applicable*

☐ Sole source contractor – *contact legal counsel to discuss if applicable*

☐ Completion contract – *contact legal counsel to discuss if applicable*

☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*

☐ Design-build contract RFP process – *contact legal counsel to discuss if applicable*

☐ Energy service contract – *contact legal counsel to discuss if applicable*

☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

☐ Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)

☒ Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

☐ Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*

☐ For services other than above, the cost of services is $92,600 or less (as of 1/1/19)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

☐ Price is at or under bid threshold of $92,600 (as of 1/1/19)

☐ Certain instructional materials (Public Contract Code §20118.3)

☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*

☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

☐ Other: _____

Maintenance Contract:

☐ Price is at or under bid threshold of $92,600 (as of 1/1/19)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*

☐ Other: _____

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

-
-
-
-
-
-

OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students

RESOLUTION OF THE BOARD OF EDUCATION OAKLAND UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 1920-2024

AWARD OF CONTRACT FOR PROFESSIONAL SERVICES FOR THE COLE ADMINISTRATION CENTER PROJECT

WHEREAS, the District has selected **Shah Kawasaki Architects,** ("Consultant") for the Cole Administration Center Project, no. 00918, consisting of project programming, designing and construction Phase at Cole site. Design services: Construction of new 2-story 54,000 s. f. office building to house Central Office staff and a Board Room for public meetings. ("Project"); and,

WHEREAS, The District issued an RFP seeking bids for the subject contract. The District scored the responses to the RFP and interviewed the top four scoring architects. The bid submitted by the Architect selected by the District was not the lowest, but given the Architect's experience with similar projects and the level of complexity of the project, the District identified the chosen architect as the most qualified at the most reasonable price. Competitive bidding is not required for architect contracts; and,

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Contract signed by Consultant in the amount of **THREE MILLION, FIVE HUNDRED THOUSAND DOLLARS AND NO/100 ($3,500,000.00)** shall be and is hereby accepted and awarded by the Board of Education; and,

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

OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Passed by the following vote:

PREFERENTIAL AYES: None

PREFERENTIAL NOES: Student Directors Garibo and Smith-Dahl

YEA: Jumoke Hinton Hodge, Gary Yee, James Harris, Vice President Jody London and President Aimee Eng

NOES: Roseann Torres and Shanthi Gonzales

ABSENT: None

ABSTAINED: None

RECUSED: None

Kyla Johnson-Trammell, Secretary,
Board of Education

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Board Meeting of the Governing Board of the Oakland Unified School District held on **September 11, 2019**.

[NOT-TO-EXCEED FEE STRUCTURE]

AGREEMENT

FOR

ARCHITECTURAL SERVICES

BETWEEN

OAKLAND UNIFIED SCHOOL DISTRICT

AND

Shah Kawasaki Architects

September 12, 2019

OAKLAND UNIFIED SCHOOL DISTRICT
955 High Street
Oakland, California 94601

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Architectual Services Agreement – Shah Kawasaki Architects – Cole Administration Center Project - $3,500,000.00

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services ("Agreement") is between the Oakland Unified School District, a California public school district (the "District"), and **Shah Kawasaki Architects**, license number C-13476 (the "Architect"), with respect to the following recitals:

A. District proposes to undertake the construction of improvement projects which require the services of a duly qualified and licensed architect.

B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction oversight of public school(s).

C. The Parties have negotiated the terms under which Architect will provide such services and reduce such terms to writing by this Agreement.

The Parties therefore agree as follows:

ARTICLE 1
DEFINITIONS

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

1.2 **Agreement**. "Agreement" shall mean this Agreement for Architectural Services.

1.3 **Architect**. "Architect" shall mean **Shah Kawasaki** and its officers, shareholders, owners, partners, employees, agents and authorized representatives.

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

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

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

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

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

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

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

ARTICLE 2
RETENTION OF ARCHITECT; STANDARD OF CARE

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

ARTICLE 3
DESCRIPTION OF PROJECT AND TERM

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

> Project Programming, Designing and Construction Phase of Central Administration Center at Cole site. Design services: Construction of a new 2-story 54,000 s.f. office building to house Central Office staff and a Board Room for public meetings. Demolition of two existing structures, a single story 5,118 s.f. cafeteria and a 896 s.f. single story portable. Selective demolition of a two-story 42,643 s.f. classroom building;

construct structure to preserve existing server room operations (see Proposed Phasing Plan). Site improvements to accommodate new parking lot layout and development of site amenities (see Proposed Project Plan). The site acreage is approximately 2.6 acres. Space planning for approximately 300 Central Office staff currently located at 1000 Broadway.

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

The Project is expected to be complete as of **December 31, 2022**, but may not be completed until later if delays in design or construction arise.

ARTICLE 4
COMPENSATION

4.1 **Basic Services.** For the Basic Services satisfactorily performed under this Agreement, Architect shall be compensated according to its hourly rate schedule (Section 4.8, below). Architect's total compensation for its Basic Services shall not exceed **THREE MILLION, FIVE HUNDRED THOUSAND DOLLARS NO/100 ($3,500,000.00),** which is Architect's estimate of the maximum total cost of its Basic Services on the Project, based on its **September 15, 2019,** fee estimate. However, Architect will not be compensated for any Basic Services required as a result of Wrongful Acts or Omissions. Architect acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

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

4.3 **Reimbursable Expenses**

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

Wrongful Acts or Omissions.

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

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

4.5 The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent (i) that the withholding is permitted by law, (ii) that Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, or (iii) that Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20. **$5,000** will be withheld from any Construction Phase payments until District receives certification of Field Act approval. If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

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

4.7 District has the right to audit Architect's records and files regarding, or relating to, any of

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

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

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

ARTICLE 5
BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1 General

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

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

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

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

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

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

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

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

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

5.2 **Consultants**

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

5.2.2 District's Consultants. Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may

retain a construction manager to assist District in performance of District's duties for the Project.

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

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

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

5.3 Project Assessment and Conceptual Design Phase; Schematic Design Phase

5.3.1 Project Assessment and Conceptual Design Phase

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

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

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

ment quality control process. District will provide Architect with access to the site for these purposes.

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

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

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

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

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

5.3.1.9 Architect shall prepare the Initial Conceptual Design:

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

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

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

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

5.3.2 **Schematic Design Phase**

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

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

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

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

5.4 Design Development Phase

5.4.1 Following District's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's governing board's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work. The revised construction

schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District's governing board the Deputy Chief of Facilities approves them in writing. Architect shall attend, and present at, as many meetings as may be necessary to obtain the District's approval of the design development documents.

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

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

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

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

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

5.5 Contract Documents Phase

5.5.1 Following the District's governing board's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents for the written approval of District's governing board the Deputy Chief of Facilities consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. Architect shall ensure that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a (sub)consultant and other (sub)consultants or the Architect; and Architect may not

shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for written approval by District's Facilities Leadership. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Architect shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. If the project is intended to be split into multiple prime contracts, then the Contract Documents shall be structured in order to maximize the ability to create multiple prime bid packages for the Project, and shall identify the bid packages to be created.

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

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

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

5.5.5 The Architect shall give the District, at the time of DSA approval of the final form of the Contract Documents, Architect's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by District's governing board the Deputy Chief of Facilities along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with, and involve, the District in the process to maximize accuracy and completeness. If the District is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid

package, plus a reasonable contingency; and the construction schedule shall reflect that multiple contractors will be performing separate bid packages, including a general conditions bid package. The revised Project Construction Cost estimate shall conform to District's total Project budget, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Architect shall attend, and present at, as many meetings of the District as may be necessary to obtain the written approval of the Contract Documents.

5.6 **Bidding and Negotiations Phase**

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

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

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

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

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

5.7 **Construction Phase**

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

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

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

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

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

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

to notify the District in writing. Architect shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractor.

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

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

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

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

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

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

5.7.10 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and

timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.

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

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

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

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

5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos,

polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

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

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

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

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

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

5.7.19 The Architect shall recommend, prepare and process the necessary change orders.

Payment of fees to the Architect as a result of change orders shall be handled as follows:

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

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

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

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

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

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

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

District or Architect can initiate a court action to resolve the dispute.

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

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

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

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

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

ARTICLE 6
ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

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

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

6.2.1 providing financial feasibility or other special studies;

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7
RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

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

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

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

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

7.5 issue appropriate orders to Contractors through the Architect;

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

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

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

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

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

7.11 furnish prompt notice of any fault or defects in the Project or nonconformance with the

Contract Documents of which the District becomes aware. However, the District's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this Agreement.

ARTICLE 8
PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

8.2 The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written, to the extent reasonably available, on an "occurrence" basis: Commercial general liability insurance shall be in amounts not less than Two Million Dollars ($2,000,000) general aggregate, Four Million Dollars ($4,000,000) personal and advertising injury aggregate, with a per occurrence limit of Two Million Dollars ($2,000,000); Automobile liability insurance covering motor vehicles shall be in an amount not less than Two Million Dollars ($2,000,000) combined single limit. If liability insurance is not reasonably available on an occurrence basis, Architect shall provide liability insurance on a claims-made basis.

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

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

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

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

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

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

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

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

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

ARTICLE 9
WORKER'S COMPENSATION INSURANCE

9.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this

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

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

ARTICLE 10
ERRORS AND OMISSIONS INSURANCE

10.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has, for the period covered by this Agreement, errors and omissions insurance on an occurrence basis, with limits of at least Two Million Dollars ($2,000,000) per claim, with Four Million Dollars ($4,000,000) aggregate and with a deductible in an amount not to exceed the sum of Twenty-Five Thousand Dollars ($25,000) per claim. If errors and omissions insurance is not reasonably available on an occurrence basis, Architect shall provide errors and omissions insurance on a claims-made basis.

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

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

10.4 Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously throughout the term of this Agreement, and without lapse,

for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the District under any provision, including any duty to indemnify and defend the District.

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

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

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

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

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

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

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

ARTICLE 11
COMPLIANCE WITH LAWS

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

ARTICLE 12
TERMINATION OF AGREEMENT

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

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

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

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

perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

12.3 **Miscellaneous Termination Provisions**

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

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

ARTICLE 13
ARCHITECT AN INDEPENDENT CONTRACTOR

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

ARTICLE 14
STANDARDIZED MANUFACTURED ITEMS

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

ARTICLE 15
OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 16
LICENSING OF INTELLECTUAL PROPERTY

16.1 This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, data magnetically or otherwise recorded on computer disks, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, electronic media, or other writings prepared or caused to be prepared by the Architect under this Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as

they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed under this Agreement.

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

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

ARTICLE 17
ACCOUNTING AND OTHER RECORDS OF ARCHITECT

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

ARTICLE 18
INDEMNITY

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

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

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

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

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

ARTICLE 19
TIME SCHEDULE

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

19.2 **Delays.** The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if

approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

ARTICLE 20
MISCELLANEOUS PROVISIONS

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

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

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

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

Architect: Shah Kawasaki Architects
570 10th Street, Suite 201
Oakland, California 94607
Attention: Allan Kawasaki
Tel: 510-663-6090

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

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

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

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

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

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

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

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

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

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

menu, at "Bids and Requests for Proposals."

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

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

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

20.15 CHPS Verified Only; No OPSC HPI Eligibility Track:

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

20.15.2 The Architect and Consultants shall participate early on in two CHPS integrated design workshops, led by the District's CHPS Program Manager to establish the District's CHPS Guideline goals and identify target credits. The Architect shall be responsible for registering the project on-line with the CHPS Verified Program, and submitting for design and construction verification according to CHPS Verified Program Guidelines. The Architect shall update the CHPS "Scorecard" with credit documentation, concurrent with each design phase submittal. The status of project compliance and documentation submitted in relation to CHPS Verified credits shall be assessed with the District at the end of each phase of the work.

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

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

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

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

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

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

* * * * * * * * * * * * * * * * * * *

ARCHITECT:
Shah Kawasaki Architects Inc.
_____ *[name of firm]*

Signature By: _____
Alan Kawasaki, President
_____ *[name or title]*

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 9/12/19

Aimee Eng, President, Board of Education Date

9/12/19

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

8/20/19

Timothy White, Deputy Chief, Facilities Planning and Management Date

APPROVED AS TO FORM:

8/20/19

OUSD Facilities Legal Counsel Date

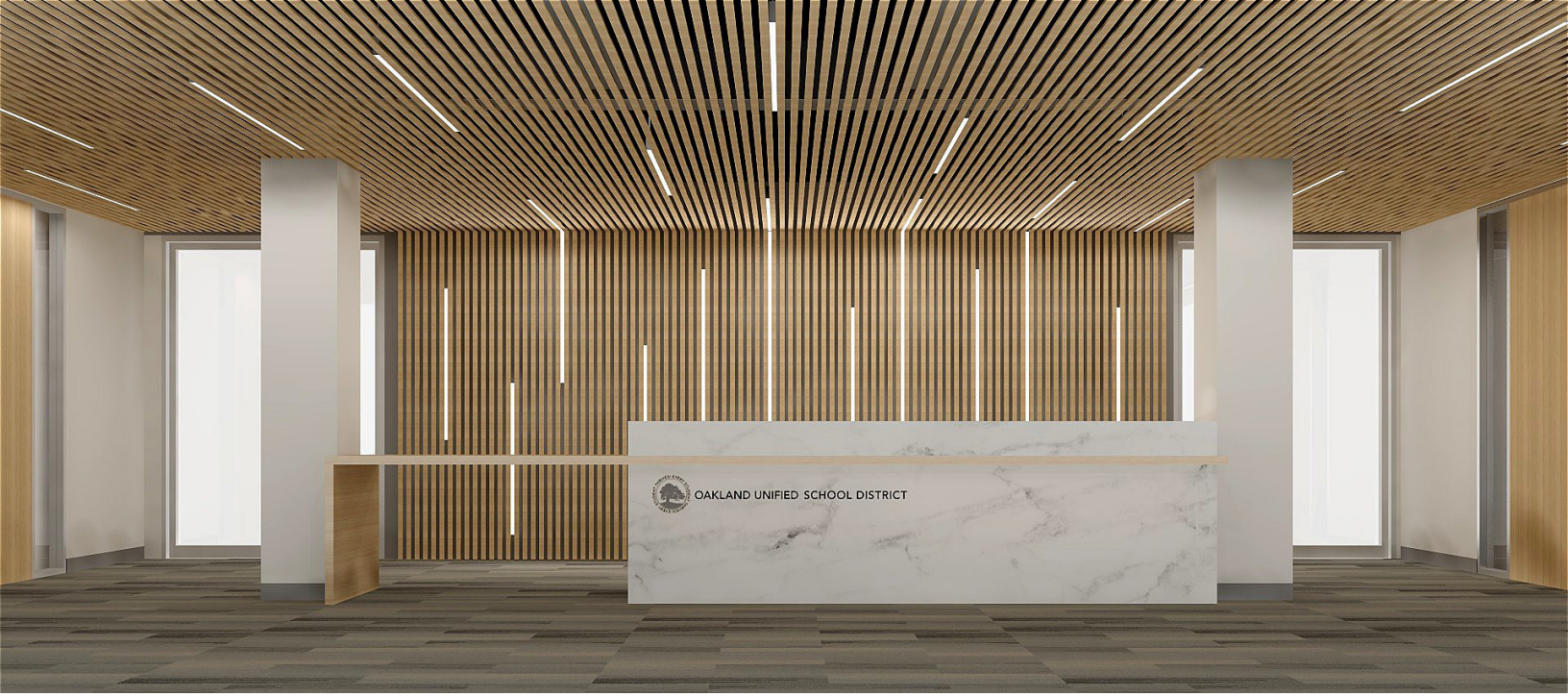
Exhibit A
RATE SCHEDULE

Exhibit B
PROJECT SCHEDULE

Shah Kawasaki Architects
Oakland Unified School District Cole Administrative Center RFP
Exhibit B – Fee Schedule

			SKA	SPECS	COST	STRUCT	CIVIL	LANDSCAPE	MECH	ELECT	PLUMB	TECH	FIREALS	ACOUST	ENVELOPE	AV	TOTAL
1.00	**Phase 1: Programming/Schematic Design**	HR	**2432**	**0**	**105**	**80**	**220**	**98**	**142**	**142**	**88**	**41**	**18**	**80**	**32**	**28**	**3506**
1.01	Kick-off Meeting / Facility Tour	HR	16			0	5	6	6	6	6	4				2	
1.02	Project Mobilization, Review Existing Documents	HR	160			4	16	8	12	12	6	2	3	32		4	
1.03	Code Analysis and Confirm Scope of Work	HR	32			4	8	4	8	8	4	2	3			1	
1.04	Perform inventory of furniture from 1000 Broadway	HR	80			0	0	0								0	
1.05	Programming: Work Sessions with Key Users & Stakeholders	HR	80			0	8	4								4	
1.06	Programming: Prepare Preliminary Program & Issue for District Review	HR	40			0	16	6								3	
1.07	Programming: District Review	HR	4			0	0	0								2	
1.08	Programming: Issue Final Program	HR	20			0	16	16								2	
1.09	Concept Design: Development Design Options	HR	40			16	40	16	32	32	24	8	8			2	
1.10	Concept Design: Review Design Options with District	HR	8			4	4	2	4	4	2	2	2			2	
1.11	Preliminary Meeting with Planning (City of Oakland or DSA)	HR	8			4	2	0	2	2	2	1				0	
1.12	Prepare Schematic Design	HR	1920			40	80	24	70	70	38	18	4	40	32	2	
1.13	Issue Schematic Design Package	HR	8			4	8	4	4	4	3	2				2	
1.14	Prepare Cost Estimate	HR	8		105	0	8	4								1	
1.15	District Review / Consultant Response	HR	8			4	8	4	4	4	3	2		8		1	
	Phase 1: Programming/Schematic Design	FEE	**$376,960**	**$0**	**$19,425**	**$12,000**	**$25,000**	**$15,000**	**$22,500**	**$22,500**	**$14,000**	**$6,500**	**$3,000**	**$12,000**	**$5,000**	**$5,000**	**$546,981**
2.00	**Phase 2: Design Development**	HR	**2496**	**0**	**250**	**240**	**316**	**161**	**235**	**235**	**141**	**75**	**18**	**80**	**0**	**45**	**4282**
2.01	Review SD Comments with District	HR	16			4	6	3	5	5	4	4				3	
2.02	Planning: Prepare Planning Submittal & City Council Presentation	HR	160			0	40	40								0	
2.03	Planning: District will prepare CEQA documents	HR	4			0	2	0								0	
2.04	Planning: Planning Review & Approval	HR	16			0	8	4								0	
2.05	DD: Preliminary Meeting with Plan Checker (City of Oakland or DSA)	HR	16			4	4	2	4	4	3	3				0	
2.06	DD: Prepare Design Development	HR	2250			220	200	80	212	212	122	58	16	72		30	
2.07	DD: Issue Design Development Package	HR	8			8	40	24	10	10	8	6	2			4	
2.08	Prepare Cost Estimate (Design Development)	HR	8		250	0	8	4								4	
2.09	District Review / Consultant Response	HR	8			4	8	4	4	4	4	4		8		4	
	Phase 2: Design Development	FEE	**$372,900**	**$0**	**$46,250**	**$36,000**	**$75,000**	**$20,000**	**$37,500**	**$37,500**	**$22,500**	**$12,000**	**$3,000**	**$12,000**	**$0**	**$9,000**	**$698,138**
3.00	**Phase 3: Construction Plans and Contract Documents**	HR	**4070**	**60**	**275**	**322**	**548**	**204**	**410**	**410**	**250**	**126**	**32**	**120**	**152**	**88**	**6549**
3.01	Review DD Comments with District	HR	16			4	8	4	5	5	3	3				2	
3.02	Prepare Construction Documents	HR	1500			230	260	80	140	140	80	32		40		20	
3.03	Issue 50% Construction Documents	HR	8			4	60	20	16	16	12	6				4	
3.04	District Review / Consultant Response	HR	16			4	8	4	5	5	4	3		8		2	
3.05	Update Construction Documents	HR	1500			8	40	20	10	10	8	6		24		9	
3.06	Issue 95% Construction Documents	HR	8	40		4	40	20	148	148	88	48	24		152	9	
3.07	Prepare Cost Estimate	HR	8		275	0	8	4								2	
3.08	District Review / Consultant Response	HR	8			4	8	4	4	4	4	3	2	8		2	
3.09	Update Design Documents	HR	750	20		8	24	16	40	40	20	12	2	24		4	
3.10	Issue 100% Construction Documents / Issue for Permit	HR	8			4	24	8	20	20	16	6	4			10	
3.11	Permit: Building Dept. or DSA Review & Approval	HR	240			44	80	20	6	6	3	3				2	
3.12	Issue Bid Documents	HR	8			8	8	4	16	16	12	4		16		2	
	Phase 3: Construction Plans and Contract Documents	FEE	**$569,800**	**$15,000**	**$50,875**	**$48,300**	**$100,000**	**$35,000**	**$65,500**	**$65,500**	**$40,000**	**$20,000**	**$5,000**	**$18,000**	**$23,400**	**$12,000**	**$1,093,304**
4.00	**Phase 4: Bidding and Contract Award**	HR	**320**	**0**	**0**	**24**	**16**	**12**	**12**	**12**	**10**	**6**	**0**	**0**	**0**	**8**	**420**
4.01	Bidding & Negotiations	HR	320			24	16	12	12	12	10	6	0			8	
	Phase 4: Bidding and Contract Award	FEE	**$48,000**	**$0**	**$0**	**$3,600**	**$3,000**	**$2,000**	**$2,000**	**$2,000**	**$1,500**	**$1,000**	**$0**	**$0**	**$0**	**$1,500**	**$65,430**
5.00	**Phase 5: Construction Administration**	HR	**3763**	**0**	**0**	**168**	**168**	**64**	**141**	**141**	**88**	**42**	**18**	**100**	**175**	**68**	**4938**
5.01	Bid & CA Support incl RFIs, submittals, field reports	HR	3562.5			160	160	60	138	138	86	40	18	60	175	50	
5.02	Commissioning & Close-out	HR	160			8	8	4	3	3	2	2		40		16	
5.03	Move-in	HR	40			0	0	0								2	
	Phase 5: Construction Administration	FEE	**$526,750**	**$0**	**$0**	**$25,200**	**$15,000**	**$5,000**	**$22,500**	**$22,500**	**$14,000**	**$6,500**	**$3,000**	**$15,000**	**$27,100**	**$12,000**	**$702,940**
	Subtotal of Hours	HR	**13071**	**80**	**630**	**934**	**1268**	**539**	**940**	**940**	**577**	**290**	**86**	**380**	**359**	**217**	**20191**
	Average Blended Rate		$145	$250	$185	$150	$172	$143	$160	$160	$159	$159	$163	$150	$155	$177	
	Net Fees		**$1,894,410**	**$15,000**	**$116,550**	**$125,100**	**$218,000**	**$77,000**	**$150,000**	**$150,000**	**$92,000**	**$46,000**	**$14,000**	**$57,000**	**$55,580**	**$38,500**	**$3,049,069**
	SKA Markup (5%)		0	$750	$5,828	$6,255	$10,900	$3,850	$7,500	$7,500	$4,600	$2,300	$700	$2,850	$2,775	$1,925	$57,733
	Total Design Fees		**$1,894,410**	**$15,750**	**$122,378**	**$131,355**	**$228,900**	**$80,850**	**$157,500**	**$157,500**	**$96,600**	**$48,300**	**$14,700**	**$59,850**	**$58,275**	**$40,425**	**$3,106,793**
6.01	Reimbursable Budget (printing, delivery, & out of state travel only)		$75,800	$0	$0	$2,500	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,000	$80,300
	TOTAL COST																**$3,187,093**

7.00	**POTENTIAL ADDITIONAL SERVICES**		
7.01	LEED Certification	FEE	$75,000
7.02	Interface Engineering - Energy Modeling/Analysis Services	FEE	$22,000
7.03	Interface Engineering - Daylighting Analysis & Documentation	FEE	$7,700
7.04	Interface Engineering - Fundamental Commissioning	FEE	$19,800
7.05	KPW - DSA Submittal/Approval	FEE	$38,500



Architectural Services for Central Administrative Center

Oakland Unified School District

July 12, 2019

PROPOSAL

SHAH KAWASAKI ▪ ARCHITECTS

S H A H
KAWASAKI
ARCHITECTS

July 12, 2019

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

RE: Architectural Services for Central Administrative Center

Dear Tadashi,

Since its inception in 1999, Shah Kawasaki Architects (SKA) has provided exceptional architectural design services to Public Sector clients. We have in-depth knowledge in the planning and design of many facility types and understand how to work with stakeholders and user groups. As architects for many cities, counties, school districts, and other public agencies, we frequently assist our clients and work with end users to articulate their facility needs and help them conceptualize buildings that are comfortable, functional, enduring, and designed to express their work culture.

We understand that you would like an experienced team to help you design a new home for the Central Office staff and plan the selective demolition of the existing building while maintaining existing operations of the data center. Our team is best equipped with the skills and experience to help you successfully navigate this project. Our experience from Educational Leadership Complex (ELC) project has given us comprehensive knowledge of the programmatic needs of the building users and a history of successful collaboration with key stakeholders. Also, our vast experience with building renovation and infrastructure upgrades will allow us to help you develop a phasing plan to maintain data center operations during construction.

What differentiates us from others is our client-centered approach to projects. Our philosophy is simple - our mission is to help you accomplish your mission. Our goal is to help you achieve your goals, and we strive to use all of our resources to make your project successful. As architect and lead consultant, SKA will harness the knowledge and enthusiasm of every member of our team to help you bring your project to fruition.

Shah Kawasaki Architects has received a copy of the District's Agreement attached as EXHIBIT A to the RFQ/P. SKA has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, SKA has no objections to the use of the Agreement. Also, we have received Addendum 1 of this RFP.

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

We very much welcome the opportunity to work with you on this project. I hope that you will learn more about how we add value by speaking with our clients listed in the reference section. Should you have any questions regarding this submittal, please feel free to call me at (510) 663-6090. We look forward to hearing from you.

Regards,

Philip Luo, AIA, LEED AP
Principal
Shah Kawasaki Architect

Table of Contents

Executive Summary

The Executive Summary should contain an outline of firm's approach, along with a brief summary of firm's qualifications. Firms interested in being considered for the Central Administrative Center Project shall clearly indicate that interest and provide a detailed fee proposal.

Shah Kawasaki Architects (SKA) has had the privilege of serving Public Sector clients since our founding in 1999. As architects for counties, cities, school districts, and other public agencies, we often assist our clients in conceptualizing new projects and turning programs into built environments. We believe that our ability to understand clients and to anticipate their needs is critical to the success of our projects.

Our team consists of Alan Kawasaki (Principal-in-Charge), Philip Luo (Design Principal), and our two most experienced architects: Chenglong Tsai (Design Architect) and Brian Leonard (Technical Architect). All team members have recent and substantial experience in their area of responsibility and in this building type. In addition, we have assembled the most experienced consultant team for this project. Our team includes KPW (structural engineers), Interface Engineering (MEP engineers), Siegfried Engineering (civil engineers and landscape architects), Terracon (building envelope consultants), Cumming (cost estimator), Papadimos (acoustical consultant) and The Shalleck Collaborative (AV designers). Our entire team has experience with OUSD projects and most team members worked with us recently on the Educational Leadership Complex project. As architect and lead consultant, we will harness the knowledge and enthusiasm of our team of experts to design a building that will address your facility needs and meet your budget.

Educational Leadership Complex (ELC) Experience

A major advantage of working with SKA on the Cole Administrative Center project is that we are already familiar with the needs of Central Office building users and key stakeholders. During the ELC project, we have worked with all the departments in 1000 Broadway and Enrollment at the Lakeview Campus. We participated in programming work sessions, toured their offices, and integrated their unique requirements into the design of the ELC. We also had the opportunity to engage the Superintendent, her advisory group, and five School Board members on the design of the ELC. Their feedback was integrated into the final design. With knowledge gained from the ELC project, we will be able to expedite the design process and more easily gain consensus from end users and key stakeholders.

***Washington University Sam Fox School for the Arts**. SKA assisted Washington University with the master-planning and design of the Sam Fox School of Design & Visual Arts, which include two new buildings and a major renovation of an existing building.*

***SFO Fire Station 3** is a 20,000 square foot, LEED Gold Certified, essential service facility housing a fire station and training center/ public meeting room prominently located at the Aiport's main entry.*

*SKA designed a 12,000 square foot **Public Works Administration Building** for Contra Costa County and has completed over 100,000+ square feet of office tenant improvements for the County.*

Administrative Building Design

Public agencies are organized differently from private entities and have unique design and organizational requirements. SKA has designed successful work spaces for many public agencies. We designed Contra Costa County's Public Works Administration Building in 2007 and have completed over a hundred thousand square feet of office tenant improvements for the County. We completed programming and feasibility studies for the City of Oakland's Police Administration Building and Municipal Service Center, two of the City's most significant projects. Our recent projects include an administrative building for the City of Brentwood and a major renovation of Delta Diablo Administrative offices. We can help the District refine space standards for offices, systems furniture, and conference rooms in the new administrative center. Our team will take a comprehensive approach to planning that will result in space savings through efficiency and consolidation of shared spaces.

WETA Central Bay Maintenance and Operations Center *in Alameda is a 26,000 square foot essential service facility with maintenance shops on the first floor and administrative offices on the third floor. There is a 75 person public meeting room that can be converted into an Emergency Operations*

Phased Construction and Maintaining Operations

Shah Kawasaki Architects has one of the most experienced staff for an office our size. The quality of our staff allows us to excel at technically challenging projects and help our clients overcome physical, schedule, and operational constraints. Phasing the construction of Cole Administrative Center while maintaining the operations of the District data center will be the major technical challenge for this project. We are very adept at planning projects around existing operations. For example, we designed SFO Firehouse 3 around an existing airport security checkpoint, and at UC Berkeley we often plan the renovation of Wheeler Hall to accommodate class schedules and the academic calendar. We are confident that our experience in phased construction and infrastructure intensive projects will make us ideally suited for this challenge.

Shah Kawasaki Architect is in the design phase of the new ***Oakland Police Administration Building*** *(PAB). The new PAB is a 3-building campus to consolidate all police functions in one location.*

Sustainable Design

We understand that the District would like the Cole Administration Building to be a model of sustainability. Our team has the expertise to help you evaluate various sustainability standards such as LEED Gold, Cal Green Tier Two, and Zero Net Energy Ready, and help you select a cost effective path to achieve certification. SKA has been at the forefront of sustainable design practices and energy efficiency strategies. An important part of our comprehensive design services is our ability to integrate sustainable design practices into every phase of our projects; we use energy modeling and professional lighting design software to optimize the performance of our buildings. Also, our mechanical engineer, Interface Engineering, is an industry leader in sustainable buildings. They have designed more than fifteen Zero Net Energy and LEED Platinum buildings.

For the ***Oakland Municipal Service Center*** *Relocation Feasibility Study, SKA worked with Oakland Public Works to create a program and site design alternatives to consolidate functions in ten buildings on three sites into one location.*

COMMUNITY: *Shared spaces such as the Cafe and Large Meeting Room create an environment that supports interdepartmental cooperation and a shared work culture. Artwork can be integrated into the Cafe's South facing window (stained glass) and walls outside the Large Meeting Room.*

Provide a comprehensive narrative of the services offered by firm. Provide a brief history of firm, team firms, and, if a joint venture, of each participating firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.

Shah Kawasaki Architects | Architetural Prime

Shah Kawasaki Architects (SKA) was founded in Oakland on March 15, 1999 by longtime friends and colleagues, Alan Kawasaki and Harish Shah. Since its inception, SKA has utilized a hands-on, collaborative and tailored approach in order to deliver a full range of architectural, planning and interior design services. Through our work, we learn about our client's priorities and strive to operate as an extension of their organization. Our clients include local municipalities such as the City of Oakland, Port of Oakland, Alameda and Contra Costa Counties; and educational clients such as the University of California, Alameda Unified School District, and Oakland Unified School District. Shah Kawasaki Architects is a certified SLBE in Alameda county and in the City of Oakland. Over half of our professional staff are LEED accredited professionals, and several hold the advanced certification of BD+C professional.

Years in business:	20 years
Core business services:	Architectural Design
Type of business:	Corporation
Owners:	Alan Kawasaki and Philip Luo
Company size:	11

KPW Structural Engineers | Structural Engineer

KPW Structural Engineers, Inc. provides professional structural engineering consulting services to architects, building owners, general contractors, and government agencies. KPW was founded in 2007 by four experienced Principals and has a current staff of 33 talented professionals. Our mission is to design distinguished buildings which enhance the environment and lives of their occupants and community. We create optimal design solutions through excellence, technical ingenuity, and responsiveness to client needs. Our design philosophy is to provide safe, sustainable, and innovative designs that exceed the expectations of our clients, owners, and users.

Years in business:	12 years
Core business services:	Structural Engineers
Type of business:	Corporation
Owners:	Pardeep Jhutti, John Westphal, James Passaglia, Kevin Treat
Company size:	33

Interface Engineering, Inc. | MEP Engineers

Interface Engineering is a multidiscipline mechanical and electrical engineering firm known for innovative resource use, visionary sustainable design and breakthrough engineering solutions for new and existing buildings. Our experience on over 1,400 K-12 education projects demonstrates our successful approach. By balancing budgets with maintenance and efficiency, we design economical systems that create optimal environments for learning. From four employees in 1969, our practice has grown into a nationally recognized consultancy with over 200 professionals in seven offices. Today, we are at the forefront of an evolving industry, transforming the concept of what the built environment can be.

Years in business:	50 years
Core business services:	MEP, Lighting Design, Building Technologies, Energy consulting, Commissioning Services, Fire/Life Safety
Type of business:	Corporation
Owners:	N/A
Company size:	250+

EDUCATIONAL LEADERSHIP COMPLEX

COMMUNITY: *An open staff kitchen is available for employees to store and prepare lunch. An open layout allows staff to flow in and out of the kitchen from the Cafe.*

BOARD ROOM: *SKA redesigned the Board Room to allow Board Members to be closer to the public. Security features were integrated into the design to enhance safety.*

Siegfried | Civil + Landscape Engineer

Founded in 1955, Siegfried is one of the largest multidisciplinary design firms Northern California and Central California that provides civil and structural engineering, landscape architecture, construction management, surveying, and planning, and is recognized as one of the foremost professional services firms in the Central Valley.

For projects such as academic and learning centers, sporting facilities, meeting and gathering spaces, site infrastructure, and complex utility systems, Siegfried has applied our multidisciplinary approach to create spaces that invite learning and encourage students to interact with their surroundings. Our landscape team understands the engineering involved in our projects, giving our clients, the depth of knowledge required to successfully complete the project.

Years in business:	64 years
Core business services:	Surveying, Landscape Architecture, Structural Engineering
Type of business:	C-Corp
Owners:	Paul Schneider, Tony Lopes, Adam Merrill
Company size:	38

Cumming | Cost Estimator

Cumming, founded in 1996 is a leader in providing project consulting services to the A/E/C industry, including cost and project management, planning and scheduling, and construction dispute resolution. Cumming's cost management and estimating group has completed tens of thousands of estimates worth more than $100 billion in construction value. This experience has been in support of architects, engineers, owners, and others.

Cumming has completed more than 2,000 projects for higher education facilities involving classrooms, laboratories, performing art centers, libraries, specialty training buildings, food service, housing, administrative space, parking, and athletic facilities. Cumming is skilled at providing cost consultant services in support of new construction, renovations, and master plan projects.

Years in business:	23 years
Core business services:	Cost Estimating
Type of business:	Corporation
Owners:	Finlay Cumming, Founder and CEO
Company size:	700

Terracon | Building Envelope

Terracon's facilities professionals understand the complexities of building enclosure materials, components, and systems. Our national team of experts routinely performs evaluations and investigations to identify deficiencies and provide solutions that increase performance and reduce operating expenses and potential liabilities. Our knowledge and direct experience with how various building systems perform and interact in real-world conditions allow us to provide you the effective, holistic solutions needed to maximize your facility's functionality, cost efficiency, and usable lifespan. With Secretary of the Interior Qualified personnel performing our assessments of building enclosures, Terracon brings a heightened sensitivity to projects such as Roosevelt Middle School.

Years in business:	63 years
Core business services:	Building Enclosure / Historical Preservation
Type of business:	Corporation
Owners:	Employee Owned
Company size:	4,600

EDUCATIONAL LEADERSHIP COMPLEX

GALLERY: *Showcasing diversity through artwork, the hallway is transformed into an art gallery.*

EDUCATIONAL LEADERSHIP COMPLEX

The Shalleck Collaborative | Audio-Visual

The Shalleck Collaborative offers comprehensive consulting services in the planning and design of auditoria and AV systems. We offer our services to owners, architects, municipalities, professional organizations and educational institutions. Our work covers two basic areas of consultation: Providing criteria and guidance related to planning the architectural and engineering aspects that affect the facility's function as an auditorium, and conceptualization, design, specification and coordination of AV systems.

Fundamental to the mission of designing a successful educational environment is making spaces that are collaborative and engaging. The Shalleck Collaborative's broad experience in designing theatres and educational spaces brings to the team the focus on those planning and design aspects that promote the connection between the educator/performer and the class/audience.

Years in business:	16 years
Core business services:	AV System Auditorium Planning/Design
Type of business:	S-Corp
Owners:	Adam Shalleck
Company size:	13

CREATIVITY / COLLABORATION: *Shared conference rooms and coffee rooms create an interaction zone in the heart of the building. A flexible conference room surrounded by whiteboards creates an ideal environment (Thinking Zone) for brainstorming creative solutions.*

Papadimos | Acoustical Engineer

Papadimos Group has been providing complete acoustic and vibration consulting services for the built environment since 2005. We are a certified small business based in the San Francisco Bay Area with LEED® accredited staff. Principal involvement from start to finish and attention to detail are the cornerstones of our practice. Most projects come from repeat clients and referrals. For each project, we assess and establish specific needs and work closely with the design team to develop and implement appropriate and cost-effective solutions.

Years in business:	14 years
Core business services:	Acoustic and vibration consulting services
Type of business:	S-Corp Small business
Owners:	Chris Papadimos and Jamie Papadimos
Company size:	8

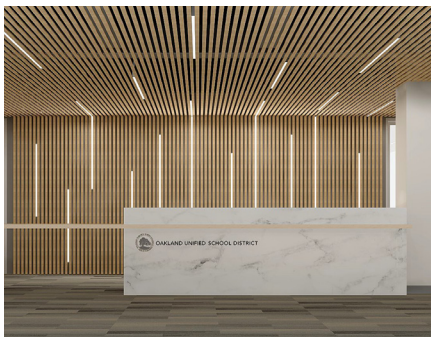
AR Green | LEED Consultant

AR Green Consulting LLC ("AR Green") is a sole owner, certified small (micro), woman-owned, and local business in San Francisco founded by Adhamina Rodriguez. Adhamina established her green building consulting business in 2005 under the umbrella of a larger corporation (Swinerton Inc.). Ten years later Adhamina spun off her sustainability business from the parent corporation becoming an independent firm.

AR Green specializes in green building consulting, certification, and training. AR Green has experience and expertise evaluating project documentation for compliance with green building codes and certifications, such as LEED, including new construction, existing buildings, retrofits, interior renovations, and historic buildings.

Years in business:	4 years
Core business services:	Green Building Consulting
Type of business:	Consulting
Owners:	Adhamina Rodriguez
Company size:	1 (Independent Contractor)

EDUCATIONAL LEADERSHIP COMPLEX



POSITIVE & SAFE ENVIRONMENT: *Security desk greets visitors as they enter the lobby. Visitors feel welcomed, but access to the rest of the building is controlled for staff safety.*

EQUITABLE BY DESIGN: *An open environment allows equal access to light, air, and views. Acoustical panels above reduce noise.*

Describe firm's philosophy and how it will work with District administration officials, community partners and district facilities staff.

At Shah Kawasaki Architects (SKA), we take a client-centered approach to our projects. Our philosophy is simple - our mission is to help you accomplish your mission. Through our work, we invest in learning about your goals and processes and strive to operate as an extension of your organization, to be a member of your team. We believe good design results from making good decisions; our role in the design process is to enhance your ability to make good decisions.

On the Educational Leadership Complex (ELC) project, we were able to tailor our project work plan to meet the District's aggressive schedule requirements. During the design process, we successfully collaborated with key staff from the Central Office, the Superintendent's Office, individual Board Members, the Second Avenue Committee, and Dewey Academy to refine the project into its final form. Our approach is always to communicate effectively, practice active listening, and build consensus towards a common goal.

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

As Public Sector Architects, most of our projects are developed within a political environment. We are accustomed to engaging community members in outreach efforts for our fire station and community center projects. We have also successfully collaborated with large stakeholder groups such as the Wheeler Hall Advisory Committee at UC Berkeley.

For the ELC project, we regularly attended Second Avenue Committee meetings. During these meetings, we gave updates on the project, learned about stakeholder concerns, and answered questions. Our ability to build trust and goodwill has enabled us to gain community support for our projects and help projects stay on schedule. We have also conducted programming work sessions with all the major departments in the Central Office and concept design work sessions with the Superintendent's Office and individual Board Members. We have demonstrated the ability to gather input from diverse groups to create a project that all can embrace.

Oakland Unified School District's Educational Leadership Complex *is a major renovation of two historic buildings for the District's Central Office Staff. The project scope includes rehabilitation of historic facades, replacement of wooden windows with new historic profile energy effecient aluminim windows, and a new mechanical/electrical/plumbing infrastracture.*

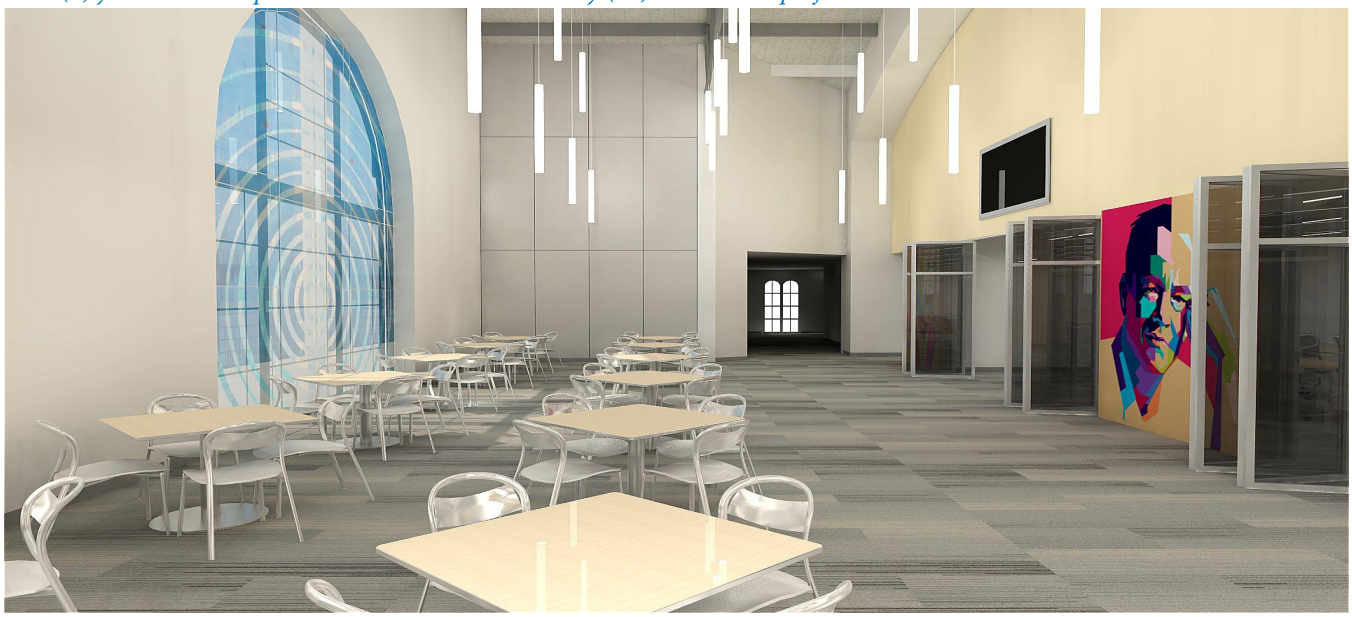
Discuss the firm's/team's ability to meet schedules for comparable projects, firm's schedule management procedures, and how the firm has successfully handled potential agency approval delays.

SKA has had unparalleled success helping clients plan projects to meet aggressive schedules. For example, we started the Educational Leadership Complex project with only two years to design and construct this 96,000 square foot, two building major renovation project for the Central Office Staff. We prepared an overall project schedule which included current review time for the planning and building departments and proposed dividing the scope of work into two permit packages: an early structural design package followed by the main permit package. We successfully submitted both permit packages on time and received plan check approvals on schedule.

SKA's success in public sector projects is, in large part, due to our disciplined approach in establishing expectations for the onset, closely monitoring the work, and periodically making adjustments where necessary. Metaphorically speaking, program, budget, and schedule are the three legs of a stool which keeps a project stable and on-track. Each leg is interdependent, and should one falter, the project becomes unstable, and subject to collapse. At the outset of each project, we will work with the client to prepare a Program, Budget and Schedule. During the process of design, we continually monitor the status of the program, budget, and schedule and review with the client at the end of each phase or milestone. We will then make adjustments where necessary to keep the project on-track.

Through our work with OUSD, AUSD, and UC Berkeley, we have built a professional relationship with the Division of the State Architect (DSA). Our staff understands the complexity of addressing potential code and accessibility issues and will account for these issues when a conceptual plan is developed. We mitigate agency approval delays by being proactive. We routinely meet with the DSA early in the project to clearly define interpretations of accessibility and other code requirements to reduce the number of review comments.

Identify office building and space planning projects performed by firm in the past three (3) years. Limit response to no more than the twenty (20) most recent projects.



Oakland Unified School District Educational Leadership Complex | Oakland, CA

Shah Kawasaki Architects completed the design of Oakland Unified School District's renovation of the Educational Leadership Complex located on the southwest side of Lake Merritt. Our collaborative goal with OUSD was to create an environment inspired by principles embodied in the OUSD Core Belief Statement. The complex includes the 3 structures; Dewey Academy MPR, the Ethel Moore Building, and the Paul Robeson building. In addition, the complex will accommodate 42 parking spaces - 2 ADA, and a Dr Marcus Foster Memorial Plaza.

2.4.5.1. Name of project and district:	Oakland Unified School District, Educational Leadership Complex
2.4.5.2. Scope of projects:	Full design services (Programming through Construction Documents) for; Paul Robeson Building - 71,445 SF *(building modernization, major renovation)* Ethel Moore Memorial Building - 15,395 SF *(renovation with addition)* Dewey Academy Multi-Purpose Building - 9,239 SF *(new building)*
2.4.5.3. Contact person at district:	Paul Orr, Sr. Construction Manager, 415 -940-2175
2.4.5.4. Firm person in charge:	Philip Luo, Principal
2.4.5.5. Construction dollar value:	$46,343,500 milllion est.
2.4.5.6. All litigation arising from the project:	N/A

San Francisco International Airport Fire House #3 and Security Checkpoint | San Mateo County, CA

San Francisco International Airport Fire Station No. 3 is prominently located near the Airports main entry. The station is also the fire administration headquarters for the airport. A large training room accessible from the public lobby can be utilized for community/airport functions. The stations five bays face directly to the airfield and accommodates aircraft rescue and firefighting (ARFF), mass casualty, as well as landside apparatus. Due to the specialized nature of the station, an extensive programming effort was undertaken which involved numerous airport planning divisions. The station was designed and constructed in 18 months.

2.4.5.1. Name of project and district:	San Francisco Airport, Fire Station #3
2.4.5.2. Scope of projects:	Full design services for a 20,000 sf building with a fire station, administrative area, and training/conference rooms.
2.4.5.3. Contact person at district:	Dale Carnes, San Francisco International Airport Fire Chief, currently at Sacramento County Airport System, 916.874.0651
2.4.5.4. Firm person in charge:	Alan Kawasaki, Principal
2.4.5.5. Construction dollar value:	$25 milllion
2.4.5.6. All litigation arising from the project:	N/A

Contra Costa County Public Works Building Expansion | Martinez, CA

(2.4.5.1. Name of project and district)

This new addition to an existing campus has been sited to create an inviting courtyard between it and its neighboring buildings. The 12,000 square foot office building also includes a small day care center for the children of County employees. An extensive entitlement process, preservation of an adjacent wetland, and phased construction were among the projects many challenges.

2.4.5.2. Scope of projects: Full Design Services for a 12,000 sf administration building.

2.4.5.3. Contact person at district: Ramesh Kanzaria, Capital Projects Manager, 925.313.2144

2.4.5.4. Firm person in charge: Alan Kawasaki, Principal

2.4.5.5. Construction dollar value: $4.5 million

2.4.5.6. All litigation arising from the project: N/A

Alameda County Probation Transition Offices | Oakland, CA

(2.4.5.1. Name of project and district)

The Probation Transition Day Reporting Center (TDRC) is a facility for a new program to help clients (newly released inmates) reintegrate into society by providing them with an array of services in one location. The program for the TDRC was developed over the period of one month in 4 meetings with Chief Harris and representatives of the Alameda County Probation Department. In addition to Tenant Improvements, the project also provided new infrastructure design for the Probation Annex. SKA developed the design and provided bridging documents for this design-build project.

2.4.5.2. Scope of projects: Major renovation of building annex for a new Probation Department program. Services Provided were programming, conceptual design, bridging documents, MEP design, and cost estimates.

2.4.5.3. Contact person at district: Rona Rothenberg, Capital Program Design and Construction Manager, 510.208.9824

2.4.5.4. Firm person in charge: Philip Luo, Principal

2.4.5.5. Construction dollar value: $4.5 million

2.4.5.6. All litigation arising from the project: N/A

WETA Central Bay Operations & Maintenance Facility Design | Alameda, CA

(2.4.5.1. Name of project and district)

The Water Emergency Transportation Authority (WETA) Operations & Maintenance Facility is an essential service building located on the former site of the Alameda Naval Air Station and neighbors the USS Hornet Museum. This 4-acre site accommodates berthing for 12 ferries with service piers equipped with jib cranes. The ground floor comprises of various shop spaces for fleet maintenance. Operations staff offices and a 50 person public meeting room, which also serves as an Emergency Operations Center (EOC), are located on the third floor.

2.4.5.2. Scope of projects: Design of a 3-story building that supports functions for maintenance and operations staff at the facility.

2.4.5.3. Contact person at district: Doug Espland II, Project Director, C. Overaa & Co. (Design-Build Team Leader) 510.234.0926

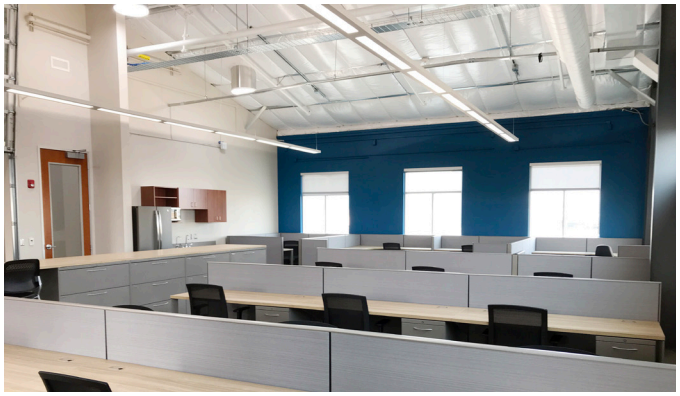
2.4.5.4. Firm person in charge: Philip Luo, Principal

2.4.5.5. Construction dollar value: $54.6 million

2.4.5.6. All litigation arising from the project: N/A

Brentwood Public Works Department | Brentwood, CA

(2.4.5.1. Name of project and district)



The Municipal Services Center is a 15,000 sf design-build administration building located in the Brentwood Corporation Yard. The building accommodates staff from Street Maintenance, Fleet and Facilities Maintenance, Water Operations, Parks & Recreation Maintenance Division, and Administration. Innovative features in the design enhances integration of building with the outdoors through the use of tubular skylights to bring in natural light, and sliding glass walls that connect interior spaces to the courtyard both physically and visually.

2.4.5.2. Scope of projects: conceptual design and bridging documents for the building, courtyard, and surrounding site improvements.

2.4.5.3. Contact person at district: Lori Sanders, Project Services Specialist, 925.516.5163

2.4.5.4. Firm person in charge: Philip Luo, Principal

2.4.5.5. Construction dollar value: $6 million

2.4.5.6. All litigation arising from the project: N/A

Oakland Police Administration Building Feasibility Study | Oakland, CA

(2.4.5.1. Name of project and district)

Shah Kawasaki Architects (SKA) and law enforcement consultant McClaren, Wilson & Lawrie (MWL) teamed on this project. SKA assisted the City with site selection, finance strategy, real estate analysis, and implementation plan. The new Police Facility was designed with a "campus" atmosphere with three buildings creating a secured courtyard to support departmental health and wellness programs. The building program includes police administration, patrol/operations, crime lab, evidence storage, training, and firing range.

2.4.5.2. Scope of projects: Needs assessment, programming, and conceptual site design to relocate all existing Oakland Police functions into a consolidated Police Administration Facility.

2.4.5.3. Contact person at district: Lily SooHoo, Supervisory Project Manager, 510.238.6604

2.4.5.4. Firm person in charge: Philip Luo, Principal

2.4.5.5. Construction dollar value: $450 million

2.4.5.6. All litigation arising from the project: N/A

OMSC Relocation Feasibility Study | Oakland, CA

(2.4.5.1. Name of project and district)

The Oakland Municipal Service Center is a programming and master planning project for the relocation of Oakland Public Works. Public Works currently occupies more than ten buildings and over 200,000 square feet in three locations in different parts of the city. The programming effort includes a variety of building types such as vehicle maintenance facilities for the city's vehicle fleet, administrative buildings for four departments, a 911 call center essential services building, and a material testing laboratory. Following the programming phase, a master plan will be developed with three site alternatives.

2.4.5.2. Scope of projects: Programming and master planning

2.4.5.3. Contact person at district: Ha Nguyen, Project Manager, 510.238.7213

2.4.5.4. Firm person in charge: Philip Luo, Principal

2.4.5.5. Construction dollar value: N/A

2.4.5.6. All litigation arising from the project: N/A

Provide additional information about the firm as it may relate to the Statement of Qualifications. These may include letters of reference or testimonials. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding firm's qualifications, capacity and/or expertise. This additional data shall be in an Appendix and will not be counted in the fifteen page SOQ limit.

References

Paul Orr, Sr. Construction Manager
Cordoba Corporation

415.930.9987 O, 415.940.2175 M | paul.orr@ousd.org
Project: OUSD Educational Leadership Complex

Lori Sanders, Project Services Specialist
City of Brentwood

925.516.5163 | lsanders@brentwoodca.gov
Project: Brentwood Municipal Service Center

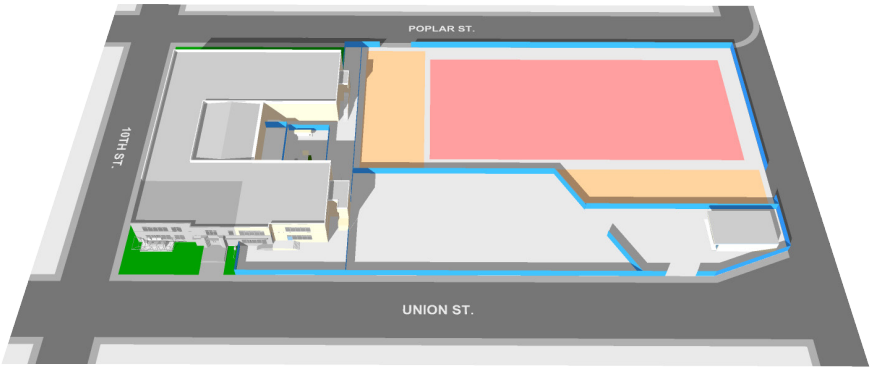
WooJae Kim
former CIP Coordinator (City of Oakland)
former CIP Manager (City of Milpitas)

415.323.3537 | woojaekim@gmail.com
Project: Oakland Police Administration Building
Milpitas Fire Station No. 2

Special Considerations

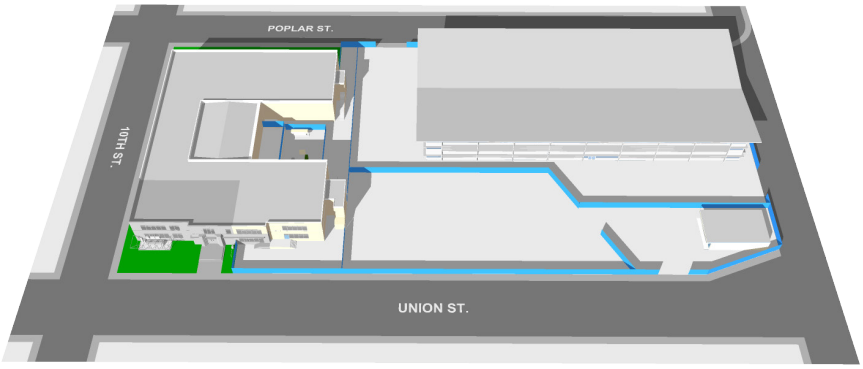
Preliminary Phasing Plan

The ability to phase construction of the new administrative building while maintaining the operations of the data center will be of paramount importance to the success of this project. We have investigated the feasibility of this sequence of construction and would like to share our initial thoughts.



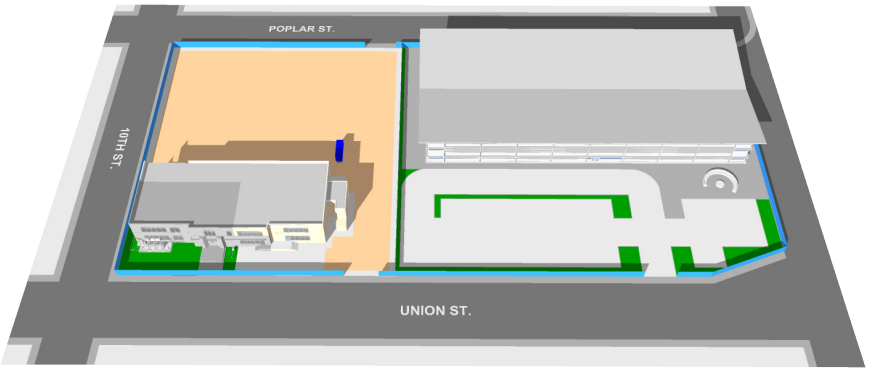
Phase 1 Demolition of Cafeteria Building

Construction will begin with the installation of construction fencing around the cafeteria and parking lot, followed by demolition and debris removal of the building. This step will prepare the site for the next phase of construction.



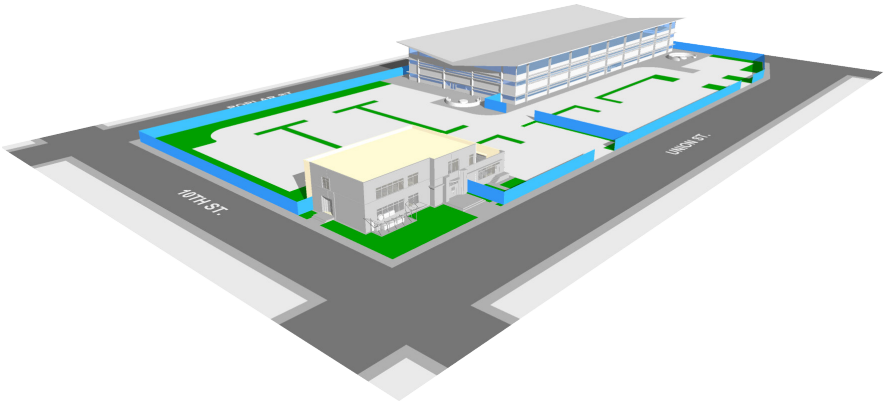
Phase 2 Construct Two-Story Office Building

We assume that the Oakland School Police Department will continue to occupy the existing building; therefore, the police parking lot and portable building will remain outside of the construction zone. After the completion of the administrative building, the police parking lot and portable building can be removed to accommodate a parking lot and landscaping in front of the building. At this point, the administration building will be ready for occupancy.



Phase 3 Selective Demolition of Existing Building

New construction fencing will be erected around the existing building as construction shifts from the East side of the site to the West. Temporary power and new data service will be connected to the Data Center. Connection points for PG&E, ATT, and cable are in front of the Union Street entrance. A temporary emergency generator should be installed and connected to the Data Center before removal of existing generator in the building courtyard.. We anticipate that the switch over to temporary power and emergency power can take place over a weekend to minimize disruption of service. We propose that the most economical solution is to preserve the Southwest corner of the existing building. Retaining the exterior walls, interior corridor walls, and the second floor slab will minimize dust and vibration during demolition. A metal stud and cement plaster wall can be constructed quickly to enclose the open sides of the building, further protecting the Data Center from nature. Preserving the building's Southwest corner not only minimizes impact on the Data Center, but also leaves behind a structure that preserves the character of the original 1922 Art Deco building.



Phase 4 Redevelop Site for New Parking Lot

The final construction phase will develop a parking lot on the West half of the site. The District could enclose this half of the parking lot with fencing and motorized gates to provide secured parking for Central Office staff.

Permitting: DSA vs City of Oakland

Since the Administrative Center is not a school facility, the District has the option to permit the project through either the DSA or the City of Oakland Building Department. Both options offer advantages for the project but each path has its unique constraints. We can help you navigate through the agency approval process and find the appropriate path for the project.

Cost: Oakland's permit fees are significantly higher than DSA review fees. However, the DSA requires a full time Inspector of Record (IOR) for a project of this size. If you include IOR cost, Oakland's permit fees are only slightly higher than DSA review fee plus two years of IOR services. For example, our ELC Paul Robeson Building permit fees were $749,506 or 2.63% of construction cost. The equivalent DSA review fee with IOR cost would be $638,300 or 2.24% of construction cost.

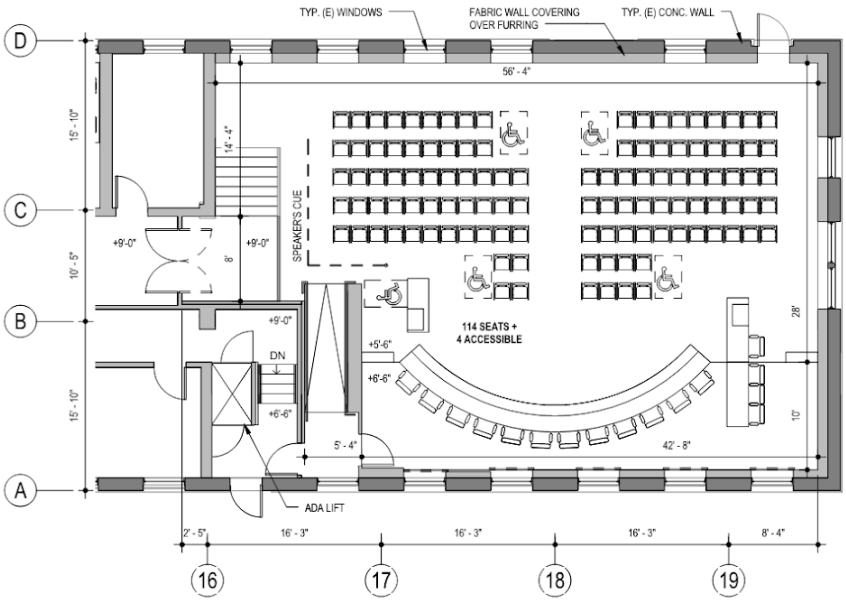
Schedule Impact: With expedited review (included in above permit cost), Oakland's permit review for the ELC project took 3-4 months. DSA review could take 4-6 months, but the DSA review process is very rigorous and can cause delays if certain review comments are unreasonable. Paul Robeson Building, a 70,000 sf major renovation, only received 28 building department comments, which represents a small fraction of potential DSA comments.

CEQA: The District has the advantage of self performing CEQA review. With DSA approval process, the District can conduct its own CEQA investigation and submit its recommendations to the School Board for approval. The City of Oakland planning department will require CEQA investigation and approval by the Planning Commission. At the time of the ELC project, it would take 6-9 months for a project to get on the Commission's agenda.

Phasing: The DSA doesn't offer a path for phased construction. They require complete project documentation to be submitted for review. The City of Oakland will review and issue multiple permits for each project. For the Paul Robeson Building, we submitted a demolition and structural permit application three months before the main building permit application. Phasing permits will have a positive impact on the overall project schedule.

Boardroom Design

On the ELC project, we conducted several work sessions with board members and key staff to redesign of the Boardroom in Paul Robeson Building to improve functionality of the room and safety for board members. We can seamlessly translate this knowledge to the design of the Cole Administrative Center.



Safety: Board members have the competing desire to sit closer to the public and be protected during contentious meetings. We revised the layout of the Boardroom to remove barricade between the public and the stage. To enhance security, we raised the stage 12 inches created a physical barrier between board members and the public. We also provided a back door behind the stage to evacuate board members to a safe room.
Flexibility: The Boardroom could be configured to be used as a large conference room between bi-monthly board meetings. AV display systems and lighting controls were designed with presets so that they could easily be controlled by staff at board meetings and regular meetings.

AV: SKA and AV Designer (The Shalleck Collaborative) integrated KDOL's video and audio equipment into the Boardroom for live broadcast of board meetings. The broadcast equipment included multiple cameras, suspended and surface microphones, theater lighting, staff control panels, and a broadcast booth in an adjacent room.

Overflow Capacity: Some board meetings were expected to exceed the capacity of the Boardroom. The design team created the ability for Paul Robeson's 4th Floor Cafe and Large Meeting Room as overflow seating for board meetings. The building design allowed visitors to access public areas on the 4th Floor, while securing other building areas. A live video feed of the board meeting could be broadcast on projection screens and video monitors on the 4th Floor. A camera station in the Large Meeting Room allowed participants to make public comments.

Sustainable Design and Energy Efficiency

SKA has been at the forefront of sustainable design practices including energy efficiency strategies, waste reduction, pollution prevention and the use of recovered and environmentally preferred materials. We know from experience that in order to be effective, green strategies and goals need to be agreed upon by the entire team up-front in the programming, budgeting and scheduling process.

An important part of our comprehensive design services is our ability to integrate sustainable design practices into every phase of our projects. Our design process includes the use of modeling tools such as eQuest energy modeling software to optimize building design, and Dialux professional lighting software to improve daylighting and artificial lighting design and reduce energy usage from lighting.

Our sustainable solutions include utilizing an innovative HVAC system at the OUSD Educational Leadership Complex that uses radiant panels for heating and cooling and natural ventilation to increase occupant comfort while reducing energy usage and required shaft/duct space. Recently completed SFO Fire Station 3, awarded LEED Gold, featured a five stage filtration system to remove aviation exhaust from the building air supply. At Wheeler Hall, one of the most historically significant building on the UC Berkeley campus, we worked with the Fire Marshal and the mechanical engineer to re-use historical ductwork (instead of new duct distribution) with a new HVAC system, saving the project over a million dollars while preserving historic fabric. Currently, the firm has multiple projects on track to receive LEED Silver or Gold certification. Notable projects which already have received LEED Certification include Oakland Fire Station No. 18, which was awarded LEED Gold certification, and Bristlecone Visitor Center, a net-zero project for the US Forest Service.

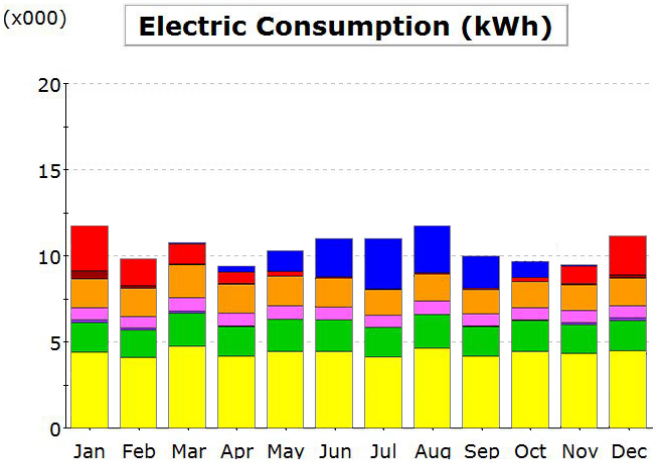
SKA Project Oakland Fire Station #18 achieved LEED Gold Certified

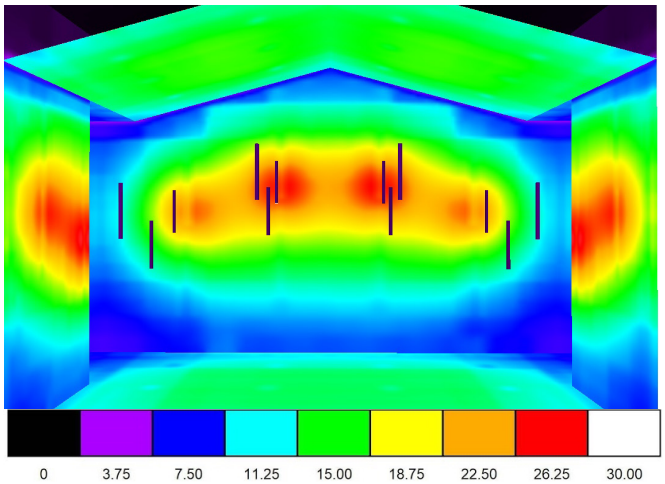
Energy Modeling and Lighting Design Case Studies

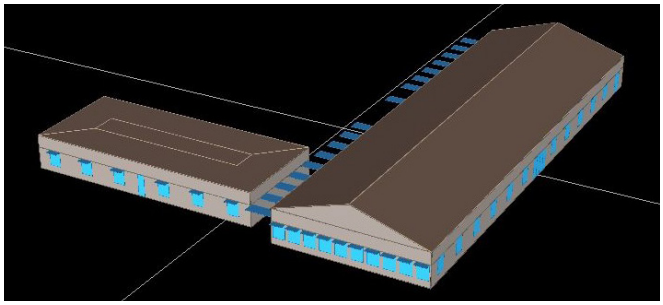
SKA's commitment to the environment goes beyond designing for LEED Certification. An important part of our comprehensive design services is our ability to integrate sustainable design practices into every phase of our projects. Our design process includes the use of modeling tools such as eQuest energy modeling software to optimize building design, and Dialux professional lighting software to improve daylighting and artificial lighting design and reduce energy usage from lighting.

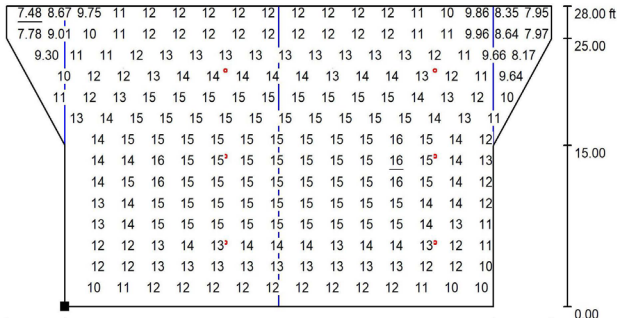
Energy Modeling: SKA uses energy modeling to optimize the building design through solar shading, window-to-wall ratio, insulation, window glazing, building massing and orientation, and daylighting. On the Brentwood Municipal Service Center, architectural improvements from eQuest modeling was able to reduce building energy usage by 24% over baseline. More significantly, improved building performance allowed the design cooling capacity of the HVAC system to be reduced from 50 tons to 37.5 tons, a 25% savings in cost and

Lighting Design: We use daylight and artificial light modeling to select appropriate light fixtures and develop the most efficient layout to meet design illumination requirements and energy budget. For the OUSD Educational Leadership Complex (ELC) renovation project, we used Dialux professional lighting software to reduce lighting energy density by at least 10% to meet PG&E Savings by Design Guidelines. In the case of the two story Cafe at ELC, we evaluated three light fixtures and found that one met both design and energy criteria.









Philip Luo
AIA, LEED AP
Principal/ Project Manager
Shah Kawasaki Architects

Philip Luo has over 26 years of experience in the architecture, bringing in-depth design, technical, and management experience gained from a wide range of clients and project types. Philip excels at working with users to articulate and conceptualize their vision during the design process, resulting in facilities that serve their occupants well. His recent projects include the OUSD Educational Leadership Complex, Brentwood Municipal Service Center, WETA Central Bay Operations and Maintenance Facility, and the City of Napa Corporation Yard.

Principal Projects

Alameda County Environmental Health Office Remodel, Alameda, CA

Alameda County Probation Transition Center, Oakland, CA

Brentwood Municipal Service Center, Brentwood, CA

Golden Gate Recreation Center, Oakland, CA

Eden Township Sheriff Substation Feasibility Study, San Leandro, CA

Environmental Health Vector Laboratory, Alameda, CA

Oakland Unified School District Educational Leadership Complex, Oakland, CA

Oakland Police Administration Building, Oakland, CA

Oakland City Hall Facade Rehabilitation, Oakland, CA

Oakland Municipal Service Center, Oakland, CA

Sandy Turner Education Center, Dublin, CA

UC Berkeley Silver Lab Facade Replacement, Berkeley, CA

UC Berkeley Wheeler Hall Classroom Renewal, Berkeley, CA

UC Berkeley Wheeler Hall Renewal, Berkeley, CA

UC Berkeley Hilgard Hall Condition Survey, Berkeley, CA

UC Berkeley Regatta Museum Storage Facility, Berkeley, CA

WETA Central Bay Operations & Maintenance Facility, Alameda, CA

Education

Masters of Architecture, University of California, Berkeley

Bachelor of Arts, Architecture, University of California, Berkeley

Professional Affiliations

LEED Accredited Professional

Registered Architect, State of California

Chair, AIA EB Committee on the Environment

Alan Kawasaki, AIA
Principal
Shah Kawasaki Architects

Alan is a founder of Shah Kawasaki Architects and leads its practice focused on public sector design. Prior to the formation of Shah Kawasaki Architects in 1999, Alan was a design principal of RMW Architecture + Design, a firm specializing in corporate office design. His designs have received recognition from the American Institute of Architects (AIA), *Sunset Magazine,* and the San Francisco Historic Foundation.

Alan utilizes a hands-on approach in serving the needs of his clients, and takes pride in achieving creative designs that are valued by the community. As a LEED accredited professional with advanced BD+C certification, Alan is committed to the principles of sustainable design. He is also considered an expert in Essential Facility design and is an invited lecturer for the California Fire Chief Association.

Principal Projects

CSU Chico Northern California Natural History Museum Design Competition, Chico, CA

Frances C. Arrillaga Alumni Center, Stanford University, CA

Golden Gate Recreation Center, Oakland, CA

Highland Hospital Acute Tower Replacement, Oakland, CA

Highland Hospital Care Pavilion, Oakland, CA

Highland Hospital Sleep Rooms, Oakland, CA

Kranzberg Art & Architecture Library at Washington University, St. Louis, MO

OUSD Educational Leadership Complex, Oakland, CA

Sam Fox School of Design and Visual Arts, St. Louis, MO

San Francisco International Airport Fire House 3, South San Francisco, CA

Steinberg Hall Renovation, Washington University, St. Louis, MO

Studio One Art Center, Oakland, CA

UC Berkeley Hilgard Hall, Berkeley, CA

UC Berkeley Regatta Museum Collections Facility, Richmond, CA

UC Berkeley Wheeler Hall, Berkeley, CA

Education

Master of Architecture with Commendation, Harvard University

Bachelor of Arts in Architecture with Highest Honors, UC Berkeley

Professional Affiliations

Registered Architect, State of California

Member, American Institute of Architects

Chenglong Tsai
LEED AP
Project Architect
Shah Kawasaki Architects

With more than 20 years of experience, Cheng's portfolio includes civic and university projects, office tenant improvements, and retail projects. Cheng's technical expertise is one of his greatest assets and he is passionate about the design and detail of his projects.

He is most proud of his contribution to the UC Berkeley Chern Hall Mathematical Science Research Institute Expansion where he was responsible for the design of exterior and interior details. Cheng is recently completed the Central Bay Operations and Maintenance Facility for the Alameda Water Emergency Transportation Authority.

Principal Projects

Apple Store, Pioneer Place, Portland, OR

Bindlestiff Theater, San Francisco, CA

Diamond Youth Shelter, San Francisco, CA

Golden Gate Valley Branch Library, San Francisco, CA

Hunters View Housing, Blocks 5 & 6, San Francisco, CA

Kaiser Building Tenant Improvement, Oakland, CA

Palo Alto Fire Station 3, Palo Alto, CA

San Francisco Municipal Transportation Agency Tenant Improvement, San Francisco, CA

Turk & Eddy Apartments Renovation, San Francisco, CA

UC Berkeley Chern Hall, The Mathematical Science Research Institute Expansion, Berkeley, CA

UC Santa Cruz Clark Kerr Hall, Chancellor's Office Relocation, Santa Cruz, CA

Water Emergency Transportation Authority, Central Bay Operations and Maintenance Facility, Alameda, CA

Education

Masters of Architecture, University of California, Berkeley

Bachelor of Architecture, University of Minnesota

Professional Affiliations

Licensed Architect, State of California

LEED Accredited Professional, USGBC

Brian Leonard
AIA, LEED AP
Technical Architect
Shah Kawasaki Architects

Brian has more than 18 years of in-depth architectural design experience. His portfolio includes public safety facilities, higher education, community center, and fire station projects. Brian brings a strong design aesthetic to any project and excels in project development and construction oversight. With more than 10 public safety and fire station projects completed, Brian is considered a specialist in his field. His design expertise facilitates both functional and appropriate aesthetic for a civic building. Brian has worked at SKA for 5 years.

Principal Projects

Alameda County Sheriff's Forensic and Pathology Labs, Oakland, CA

Golden Gate Recreation Center, Oakland, CA

Merritt Community College, Student Activities Center & Classroom, Oakland, CA

Merritt Community College Classrooms, Oakland, CA

Merritt Community College Student Activities Center, Oakland, CA

OUSD Educational Leadership Complex, Oakland, CA

UC Berkeley Cal Student Central, Berkeley, CA

UC Berkeley Evans Hall Office Renovations, Berkeley,CA

UC Berkeley Giannini Hall IST Riser, Berkeley, CA

UC Berkeley Marchant/Regatta Relocation Study, Berkeley, CA

UC Berkeley Minor Hall IST Riser, Berkeley, CA

UC Berkeley North Gate Hall Renovation, Berkeley, CA

UC Berkeley Police Department Dispatch, Berkeley, CA

UC Berkeley Regatta Collections Storage, Richmond, CA

UC Berkeley UVA Admin. & Com. Center Master Plan, Berkeley, CA

UC San Francisco MRI 7T Upgrade, San Francisco, CA

UC San Francisco QB3 E-Power Upgrade, San Francisco, CA

Education

Bachelor of Architecture, Roger Williams University School of Architecture, Bristol, Rhode Island

Professional Affiliations

Registered Architect, State of California

American Institute of Architects, AIA

US Green Building Council, LEED AP

Pardeep Jhutti
SE, LEED AP BD+C
Structural Engineer
KPW Engineers

Pardeep is an innovative structural engineer with over 14 years of experience. His primary areas of specialization are in healthcare, higher education, public/civic/ government, and the science and technology sectors. Pardeep is an industry leader in Integrated Project Delivery and has over 10,000 hours of experience working in cohesive, lean, and efficient design and construction teams. He has extensive experience with OSHPD, DSA, and local and state agencies. As an advocate for collaboration, Pardeep embraces new tools and technologies to better serve his clients. His extensive background in BIM, 4D simulation, integrated design, and state of the art analysis software are an asset for any size project. He also has extensive background in seismic rehabilitation projects, peer review, and structural forensics.

Principal Projects

Claremont Middle School Cafeteria Seismic Study, Oakland, CA

Daniel Webster Elementary School Modernization, San Francisco, CA

Dublin High School Engineering & Science Building, Dublin, CA*

Frank Mc Coppin Elementary School Retaining Walls, San Francisco, CA

Fremont High School Net Zero Campus Master Plan, Oakland, CA

Napa Court Community School, Napa, CA

San Benito High School Seismic Mitigation Program, Hollister, CA

San Lorenzo,CA
San Lorenzo High School Boys & Girls Gym Seismic Rehabilitation Study,

Visitation Valley Middle School Modernization, San Francisco, CA

Education

University of California, Irvine, B.S. Civil Engineering, 2004

Stanford University, M.S. Structural Engineering, 2005

Professional Affiliations

CA Structural Engineer, 2011

CA Civil Engineer, 2007

Structural Engineers Association of Northern California (SEAONC)

American Society of Civil Engineers Lean Construction Institute

Project Production Systems Laboratory Earthquake Engineering Research Institute

State of California OES – SAP Evaluator

DSA Academy

Joel D. Cruz
Principal MEP Engineer
Interface Engineering

Joel has over 20 years of experience in electrical engineering design and is a Principal and Project Manager at Interface. With a focus on project management, Joel works closely with architects, owners, and contractors in various phases of the project, from conceptualization and design, to production and construction administration. Joel brings a balance of practical experience and technical knowledge of his work, designing cost effective and functional projects.

Principal Projects

Oakland Unified School District Educational Leadership Complex; Oakland CA

Glenview Elementary School- Peer/Constructibility Review; Oakland, CA

Madison Park Business & Art Academy Expansion Peer Constructibility Review; Oakland, CA

Park Day Elementary School; Oakland, CA

Jose Ortega Elementary School Renovation; San Francisco, CA

Longfellow Elementary School Modernization; San Francisco, CA

Town School for Boys Due Diligence Study; San Francisco, CA

Sunset Cooperative Nursery School; San Francisco, CA

Garden Learning Center and Greenhouse, Edgewood Vincent Campus; San Francisco, CA

St. Mary's Tenant Improvements; San Francisco, CA

San Leandro High School Arts Education Center/CHPS; San Leandro, CA

Sacred Heart Lower and Middle Schools/ LEED Gold; Atherton, CA

Sonoma Academy Performing Arts Center; Santa Rosa California

San Lorenzo Valley High School and Middle School Library; Felton California

Belmont Redwood Shores School District Elementary School District Central Elementary School Modernization; Belmont, CA

Belmont Redwood Shores School District Elementary School District Cipriani Elementary School Modernization; Belmont, CA

School of Madelein - STEAM Center, Berkeley, CA

Marin Primary and Middle School - Upper Level Corridor Upgrade; Larkspur, CA

Education

Bachelor of Science, Architecture, Far Eastern University, Manila, Philippines

Associate of Science, Telecommunication Technology, Skyline College, San Bruno, California

Professional Affiliations

California Society for Healthcare Engineering Building Industry Consulting Services International

Paul Schneider
PE, QSD/QSP
Civil Engineer
Siegfried

Paul is recognized throughout the engineering community for his comprehensive knowledge, technical skills, and his ability to manage major development projects and a wide variety of Public Projects. His expertise is showcased in his strong ability to direct Siegfried's major projects, beginning with conceptual master planning, and continuing through the design of site infrastructure and improvement plans.

As Vice President and Principal of Siegfried, Paul is held in high regard for his strong ability to solve complex engineering and construction problems and finish projects on time and on budget.

Principal Projects

Del Mar High School Library & Administration Building, San Jose, CA

Oakland Unified School District Educational Leadership Complex, Oakland, CA

San Juan Unified School District, Casa Roble HS Student Union & Administration Building, Orangevale, CA

San Leandro Unified School District, Modernization Project, San Leandro, CA

Westlake Middle School Field Replacement, Oakland, CA

Yerba Buena High School Student Union & Quad Information, San Jose, CA

Education

B.S. Civil Engineering, University of the Pacific, Stockton, CA

B.A. Liberal Arts, Saint Mary's College of California, Moraga, CA

Professional Affiliations

California Civil Engineer No. 62498

Qualified SWPPP Developer No. 575

Qualified SWPPP Provider No. 575

American Society of Civil Engineers

California Transportation Foundation (CTF) Sustainable Transportation/

Environmental Project of the Year, 100% Electric BRT Express (Route 44), 2018

Design Build Institute of America, WPR, UC Davis International Center, 2017

STA Transportation for Sustainable Communities, Rio Vista Promenade Park

Phase II, 2016

ASCE Award EBMUD Estates Reservoir - Outstanding Water/Wastewater Project of the Year, 2016

Distinguished Multiple-Field Facility, ASBA El Camino Park, 2016 Design Build Institute of America, WPR UC Davis, Student Community Center, 2012

Sean McDermott
Cost Manager
Cumming, Inc.

Sean is a qualified cost management professional who has worked in the construction industry since 2001. He is knowledgeable with the various aspects of cost estimation including civil, structural, and architectural disciplines. Sean has performed cost estimating for new, renovation, and tenant improvement projects.

Sean's responsibilities include quantity surveying, value engineering, obtaining price quotes, change order estimating, and coordinating and incorporating estimates from various project trades. He has been involved with projects from the conceptual level through to construction level documents. Additionally, Sean is experienced with the preparation and management of construction schedules, negotiation of contracts, preparation of monthly project reports, and oversight of subcontractors.

Principal Projects

Burlingame SD, Multi-Purpose Room Modernization at 5 Elementary Schools, Burlingame, CA

Dublin USD, Dublin High School New Engineering Complex, Dublin, CA

Dublin USD, New K-8 Campus Site Work & OPSC Worksheet, Dublin, CA

ESUSD, Piedmont Hills High School, New Classroom Building P, Modenization of Existing Building G and K, Infrastructure Upgrades and Sitework, Oakland, CA

Hayward USD, Mt. Eden High School. New Classroom Building and Associated Site work, Hayward, CA

Hayward USD, Tennyson High School, New Classroom Building and Associated Site work, Hayward, CA

Jefferson School District, Pollicita Middle School Master Plan, Daly City, CA
Livermore Valley JUSD, New Gymnasium w- Pool, Livermore, CA

Mare Island Technology Academy, Middle/High School Reconstruction Program Phase, Vallejo, CA

Oakland Unified School District Educational Leadership Complex & Dewey Academy Transformation, Oakland CA

OUSD, Havenscourt Middle School, New Classroom-Cafeteria-Portables, Oakland, CA

OUSD Elmhurst Middle School Modernization, Oakland, CA

Education

Bachelor of Science with Honors, Construction Economics, Glamorgan University, Cardiff, Wales

Diploma in Construction Technology, Dublin Institute of Technology, Dublin, Ireland

Professional Affiliations

Certified Professional Estimator, American Society of Professional Estimators, No. 1.4-000119-1015, 2015

Andy Weber
AIA, NCARB
Envelope Consultant
Terracon Consultants

Andy specializes in exterior building enclosure assessment, investigation and repair of both historic and contemporary buildings. He has been involved with the testing and evaluation of cladding materials including brick masonry, terra cotta, exterior insulation finish systems (EIFS), metal, stone, and GFRC panels, curtain wall systems, and skylights and windows of all types. He also has experience with the design and repair of below and above grade waterproofing and roofing systems. Andy has extensive experience in peer reviews, property condition assessment (PCAs), conceptual design, design development, construction document coordination, construction administration, and comprehensive project management.

Principal Projects

Silver Lab Addition, UC Berkeley, Berkeley, CA

345 California Street, San Francisco, CA

City Center Plaza, Oakland, CA

2100 Powell Street, Emeryville, CA

Oakland City Hall, Oakland, CA

Wells Fargo Branch, Walnut Creek, CA

Office Building for National Health Care Provider, Santa Rosa, CA

Education

Master of Architecture, University of Wisconsin - Milwaukee, 1993

Bachelor of Science, Architectural Studies, University of Wisconsin - Milwaukee, 1985

Professional Affiliations

Registered Architect: Arizona, Wisconsin, California, Oregon, FL

National Council of Architectural Registration Boards Certificate (NCARB)

American Institute of Architects (AIA)

ASTM – C24 Building Seals and Sealants- Executive Committee

Association for Preservation Technology (APT) – Technical Journal Peer Reviewer

University of Oregon, Eugene, OR
- Guest Lecture – Building Enclosure Remediation and Testing
- Hands-on Workshop – Building Enclosure Systems
- Seminar – What to Expect During an Interview

Ian Hunter, CTS-D

AV & Auditorium Specialist

The Shalleck Collaborative

Coming from a family legacy in the broadcast business, Ian has been involved with various forms of production for over 20 years, including extensive work in live events and with professional AV rental/production companies. Ian's education includes a BA in Theatre Production from Brigham Young University, and an MFA in Sound System Design from Purdue University. Ian's master's thesis was written on show control for live entertainment, culminating in creation of a hands-on show control curriculum still in use today.

Ian's work in the live production sector is extensive and includes both live and recorded entertainment work. He has provided large-scale event production for many national touring live music acts, and has designed and mixed over 100 theatrical productions, in venues ranging from 50-seat cabarets to 2,000-seat outdoor amphitheatres.

Relevant Projects

Oakland USD, Fremont High School, AV for Building B renovation, gymnasium and football stadium

San Mateo USD projects include: Hillsdale High School theatre, San Mateo High School Performing Arts Center, Aragon High School theatres, and Capuchino High School theatres

Palo Alto USD, Palo Alto High School Performing Arts Center and Media Arts Center

Novato USD, Novato High School, Arts Learning Center

Napa Valley USD, American Canyon High School, new theatre and campus-wide AV

Oceanside USD, Oceanside High School, new theatre and education building

Richmond USD, Making Waves Academy, Richmond, CA, new theatres, gym and dining commons

Liberty Union USD, Freedom High School Performing Arts and Construction Technology Facilities, Oakley, CA

Berkeley USD, Berkeley High School theatre, West Campus renovations, Middle School theatre, and District Board Room

Beaverton SD, Mountainside High School Performing Arts Center and campus-wide AV, Beaverton, OR

UC Berkeley Wheeler Hall Audiovisual renovation, Berkeley CA

UC Berkeley ASUC Student Union Audiovisual upgrades to the MLK Student Union and Eshleman Hall, Berkeley CA

UC Berkeley Clark Kerr Conference Center Audiovisual upgrades, Berkeley CA

Education

Purdue University, MFA in Sound System Design

Brigham Young University, BA in Theatre Production

Chris Papadimos
Acoustical Engineer
Papadimos Group

Chris Papadimos has been consulting in acoustics and vibration continuously and internationally since 1989. He favors a practical, hands-on approach that integrates acoustical requirements into a design from the onset of each project. His experience includes conducting feasibility studies, developing program requirements, setting criteria, carrying out site and building characterizations, developing and implementing design solutions, and controlling building noise and vibration.

Chris is an experienced project manager who has consulted on some of the largest building construction projects in the world. He has authored technical papers, chaired technical sessions, participated in development of technical standards, and provided expert witness testimonies.

Principal Projects

WETA Central Bay, Alameda, CA

SFO Intl. Airport, San Mateo County, CA

Al Raja Beach, Abu Dhabi, UAE

Black Rock (iShares), San Francisco, CA

Downtown Jebel Ali, Dubai, UAE

The Ellington, Oakland, CA

1400 Mission, San Francisco, CA

1700 Webster, Oakland, CA

Emerystation Campus, Emeryville, CA

Facebook MPK 17, Menlo Park, CA

Genentech, South San Francisco, CA

201 Folsom (LUMINA), San Francisco, CA

160 Folsom (MIRA), San Francisco, CA

Mission Bay, Blocks 3E/6E/7, San Francisco, CA

Moscone Center Expansion, San Francisco, CA

Netflix Headquarters, Los Gatos, CA

Penn State Millennium Complex, State College, PA

Stanford University (multiple projects), Palo Alto, CA

Education

B.S. in Mechanical Engineering, University of CA at Los Angeles, Magna Cum Laude & Department Scholar

Professional Affiliations

ASHRAE, Programs Chair & Technical Committee Member

Institute of Noise Control Engineering (INCE), member

AMCA Standards Technical Committee Voting Member

Adhamina Rodriguez
LEED Consultant
AR Green Consulting

Adhamina brings over 20 years of experience in the design and construction industry managing interdisciplinary teams to improve sustainability of buildings. She is the founder and CEO of AR Green Consulting, a small women-owned sustainability consulting firm, based in San Francisco, that specializes in green building consulting, certification, and training.

Adhamina is an accomplished LEED administrator and has been involved in the green certification of hundreds of projects. Trained as architect, engineer, and construction manager, Adhamina can efficiently bridge between professions and brings together the project team, identifies sustainable opportunities and goals, and documents the desired level of green building certification.

Adhamina is an elected member of the AIA-SF Board of Directors, has served on the Board of multiple Sustainability and Energy Committees, is an official Instructor in sustainability at U.C. Berkeley since 2009, and lectures at Stanford University since 2001.

Principal Projects

UCSF 2 Northpoint Retrofit Green Building Compliance Review, Port of San Francisco, CA

Stevenson Hall Renovation, LEED and Fitwel, Sonoma State University, CA

Transbay Block 4 LEED Silver, San Francisco, CA

Portsmouth Square LEED Gold, Chinatown, San Francisco, CA

Flight Line Fire Station, LEED and HPSB, Edwards Air Force Base, CA

SF District Attorney's Office and Police Investigation Unit LEED Peer Review, San Francisco, CA

28 Second LEED Gold, San Francisco, CA

Holiday Inn Express LEED Gold Design, Sunnyvale, CA

Education

M.S. in Project Management, Northwestern University, Civil and Environmental Engineering, 1999

Architect/Civil Engineer, University of Seville, Spain, Technical School of Architecture and Engineering, 1998

Professional Affiliations

LEED AP

ICC Certified CALGreen Plans Examiner

ICC Certified CALGreen Inspector

BREEAM Assessor

GreenPoint Rater

WELL AP and WELL Faculty

Firms interested in being considered for the Central Administrative Center Project shall clearly indicate that interest and provide a detailed fee proposal. Provide a detailed schedule of the Consultant's and Sub-consultant's hourly billing rates and a breakdown of associated costs for all tasks proposed (including contingency costs per task).

Fee Proposal

Thank you for the opportunity to submit this fee proposal for design services for Central Administrative Center project at Cole Middle School. Our fee proposal is based on the General Statement of Work described in the RFP. We would be happy to work with you to adjust our scope and fees to meet your budget.

FEE SUMMARY (BASE SCOPE)
Our base scope proposal includes services by the following consultants: KPW (structural), Interface Engineering (MEP/Fire Life Safety), Siegfried Engineering (civil & landscape), Terracon (building envelope), Cumming (Cost Estimate), Papadimos (Acoustical), and The Shalleck Collaborative.

Phase 1: Programming/Schematic Design	$546,981
Phase 2: Design Development	$698,138
Phase 3: Construction Plans and Contract Documents	$1,093,304
Phase 4: Bidding and Contract Award	$65,430
Phase 5: Construction Administration	$702,940
TOTAL DESIGN FEES	***$3,106,793***
Reimbursable Expenses	$80,300
Recommended Owner Contingency	$300,000

POTENTIAL ADDITIONAL SERVICES

LEED Certification	$75,000
Energy Modelling/Analysis Services (IE)	$22,000
Daylighting Analysis & Documentation (IE)	$7,700
Fundamental Commissioning (IE)	$19,800
DSA Structural Submittal/Approval (KPW)	$38,500

Please see Exhibit A Project Schedule and Exhibit B for Fee Schedule with hourly projections for more information.

Shah Kawasaki Architects
Oakland Unified School District Cole Administrative Center RFP
Exhibit A - Project Schedule
7/11/2019

		2019				2020												2021												2022											
		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1.00	**Phase 1: Programming/Schematic Design**		3.5 Months																																						
1.01	Kick-off Meeting / Facility Tour																																								
1.02	Project Mobilization, Review Existing Documents																																								
1.03	Code Analysis and Confirm Scope of Work																																								
1.04	Perform inventory of furniture from 1000 Broadway																																								
1.05	Programming: Work Sessions with Key Users & Stakeholders																																								
1.06	Programming: Prepare Preliminary Program & Issue for District Review																																								
1.07	Programming: District Review																																								
1.08	Programming: Issue Final Program																																								
1.09	Concept Design: Development Design Options																																								
1.10	Concept Design: Review Design Options with District																																								
1.11	Preliminary Meeting with Planning (City of Oakland or DSA)																																								
1.12	Prepare Schematic Design																																								
1.13	Issue Schematic Design Package																																								
1.14	Prepare Cost Estimate																																								
1.15	District Review / Consultant Response																																								
2.00	**Phase 2: Design Development**						2.5 Mos		2.5 Mos																																
2.01	Review SD Comments with District																																								
2.02	Planning: Prepare Planning Submittal & City Council Presentation																																								
2.03	Planning: District will prepare CEQA documents																																								
2.04	Planning: Planning Review & Approval																																								
2.05	DD: Preliminary Meeting with Plan Checker (City of Oakland or DSA)																																								
2.06	DD: Prepare Design Development																																								
2.07	DD: Issue Design Development Package																																								
2.08	Prepare Cost Estimate (Design Development)																																								
2.09	District Review / Consultant Response																																								
3.00	**Phase 3: Construction Plans and Contract Documents**											4.5 Months				3 Months																									
3.01	Review DD Comments with District																																								
3.02	Prepare Construction Documents																																								
3.03	Issue 50% Construction Documents																																								
3.04	District Review / Consultant Response																																								
3.05	Update Construction Documents																																								
3.06	Issue 95% Construction Documents																																								
3.07	Prepare Cost Estimate																																								
3.08	District Review / Consultant Response																																								
3.09	Update Design Documents																																								
3.10	Issue 100% Construction Documents / Issue for Permit																																								
3.11	Permit: Building Dept. or DSA Review & Approval																																								
3.12	Issue Bid Documents																																								
4.00	**Phase 4: Bidding and Contract Award**																		2 Mos																						
4.01	Bidding & Negotiations																																								
5.00	**Phase 5: Construction Administration**																					20 Months																			
5.01	Bid & CA Support incl RFI's, submittals, field reports																																								
5.02	Commissioning & Close-out																																								
5.03	Move-in																																								

Shah Kawasaki Architects
Oakland Unified School District Cole Administrative Center RFP
Exhibit B - Fee Schedule
7/11/2019

			SKA	SPECS	COST	STRUCT	CIVIL	LANDSCAPE	MECH	ELECT	PLUMB	TECH	FIRE/LS	ACOUST	ENVELOPE	AV	TOTAL
1.00	**Phase 1: Programming/Schematic Design**	HR	**2432**	**0**	**105**	**80**	**220**	**98**	**142**	**142**	**88**	**41**	**18**	**80**	**32**	**28**	**3506**
1.01	Kick-off Meeting / Facility Tour	HR	16			0	6	6	6	6	6	4				2	
1.02	Project Mobilization, Review Existing Documents	HR	160			4	16	8	12	12	6	2	3	32		4	
1.03	Code Analysis and Confirm Scope of Work	HR	32			4	8	4	8	8	4	2	3			1	
1.04	Perform inventory of furniture from 1000 Broadway	HR	80			0	0	0								0	
1.05	Programming: Work Sessions with Key Users & Stakeholders	HR	80			0	8	4								4	
1.06	Programming: Prepare Preliminary Program & Issue for District Review	HR	40			0	16	6								3	
1.07	Programming: District Review	HR	4			0	0	0								2	
1.08	Programming: Issue Final Program	HR	20			0	16	16								2	
1.09	Concept Design: Development Design Options	HR	40			16	40	16	32	32	24	8	6			2	
1.10	Concept Design: Review Design Options with District	HR	8			4	4	2	4	4	2	2	2			2	
1.11	Preliminary Meeting with Planning (City of Oakland or DSA)	HR	8			4	2	0	2	2	2	1				0	
1.12	Prepare Schematic Design	HR	1920			40	80	24	70	70	38	18	4	40	32	2	
1.13	Issue Schematic Design Package	HR	8			4	8	4	4	4	3	2				2	
1.14	Prepare Cost Estimate	HR	8		105	0	8	4								1	
1.15	District Review / Consultant Response	HR	8			4	8	4	4	4	3	2		8		1	
	Phase 1: Programming/Schematic Design	**FEE**	**$376,960**	**$0**	**$19,425**	**$12,000**	**$25,000**	**$15,000**	**$22,500**	**$22,500**	**$14,000**	**$6,500**	**$3,000**	**$12,000**	**$5,000**	**$5,000**	**$546,981**
2.00	**Phase 2: Design Development**	HR	**2486**	**0**	**250**	**240**	**316**	**161**	**235**	**235**	**141**	**75**	**18**	**80**	**0**	**45**	**4282**
2.01	Review SD Comments with District	HR	16			4	6	3	5	5	4	4				3	
2.02	Planning: Prepare Planning Submittal & City Council Presentation	HR	160			0	40	40								0	
2.03	Planning: District will prepare CEQA documents	HR	4			0	2	0								0	
2.04	Planning: Planning Review & Approval	HR	16			0	8	4								0	
2.05	DD: Preliminary Meeting with Plan Checker (City of Oakland or DSA)	HR	16			4	4	2	4	4	3	3				0	
2.06	DD: Prepare Design Development	HR	2250			220	200	80	212	212	122	58	16	72		30	
2.07	DD: Issue Design Development Package	HR	8			8	40	24	10	10	8	6	2			4	
2.08	Prepare Cost Estimate (Design Development)	HR	8		250	0	8	4								4	
2.09	District Review / Consultant Response	HR	8			4	8	4	4	4	4	4		8		4	
	Phase 2: Design Development	**FEE**	**$372,900**	**$0**	**$46,250**	**$36,000**	**$75,000**	**$20,000**	**$37,500**	**$37,500**	**$22,500**	**$12,000**	**$3,000**	**$12,000**	**$0**	**$8,000**	**$698,138**
3.00	**Phase 3: Construction Plans and Contract Documents**	**HR**	**4070**	**60**	**275**	**322**	**548**	**204**	**410**	**410**	**250**	**126**	**32**	**120**	**152**	**68**	**6549**
3.01	Review DD Comments with District	HR	16			4	8	4	5	5	3	3				2	
3.02	Prepare Construction Documents	HR	1500			230	260	80	140	140	80	32		40		20	
3.03	Issue 50% Construction Documents	HR	8			4	60	20	16	16	12	6				4	
3.04	District Review / Consultant Response	HR	16			4	8	4	5	5	4	3		8		2	
3.05	Update Construction Documents	HR	1500			8	40	20	10	10	8	6		24		9	
3.06	Issue 95% Construction Documents	HR	8	40		4	40	20	148	148	88	48	24		152	9	
3.07	Prepare Cost Estimate	HR	8		275	0	8	4								2	
3.08	District Review / Consultant Response	HR	8			4	8	4	4	4	4	3	2	8		2	
3.09	Update Design Documents	HR	750	20		8	24	16	40	40	20	12	2	24		4	
3.10	Issue 100% Construction Documents / Issue for Permit	HR	8			4	24	8	20	20	16	6	4			10	
3.11	Permit: Building Dept. or DSA Review & Approval	HR	240			44	60	20	6	6	3	3				2	
3.12	Issue Bid Documents	HR	8			8	8	4	16	16	12	4		16		2	
	Phase 3: Construction Plans and Contract Documents	**FEE**	**$569,800**	**$15,000**	**$50,875**	**$48,300**	**$100,000**	**$35,000**	**$65,500**	**$65,500**	**$40,000**	**$20,000**	**$5,000**	**$18,000**	**$23,400**	**$12,000**	**$1,093,304**
4.00	**Phase 4: Bidding and Contract Award**	**HR**	**320**	**0**	**0**	**24**	**16**	**12**	**12**	**12**	**10**	**6**	**0**	**0**	**0**	**8**	**420**
4.01	Bidding & Negotiations	HR	320			24	16	12	12	12	10	6	0			8	
	Phase 4: Bidding and Contract Award	**FEE**	**$48,000**	**$0**	**$0**	**$3,600**	**$3,000**	**$2,000**	**$2,000**	**$2,000**	**$1,500**	**$1,000**	**$0**	**$0**	**$0**	**$1,500**	**$65,430**
5.00	**Phase 5: Construction Administration**	**HR**	**3763**	**0**	**0**	**168**	**168**	**64**	**141**	**141**	**88**	**42**	**18**	**100**	**175**	**68**	**4936**
5.01	Bid & CA Support incl RFI's, submittals, field reports	HR	3562.5			160	160	60	138	138	86	40	18	60	175	50	
5.02	Commissioning & Close-out	HR	160			8	8	4	3	3	2	2		40		16	
5.03	Move-in	HR	40			0	0	0								2	
	Phase 5: Construction Administration	**FEE**	**$526,750**	**$0**	**$0**	**$25,200**	**$15,000**	**$5,000**	**$22,500**	**$22,500**	**$14,000**	**$6,500**	**$3,000**	**$15,000**	**$27,100**	**$12,000**	**$702,940**
	Subtotal of Hours	**HR**	**13071**	**60**	**630**	**834**	**1268**	**539**	**940**	**940**	**577**	**290**	**86**	**380**	**359**	**217**	**20191**
	Average Blended Rate		$145	$250	$185	$150	$172	$143	$160	$160	$159	$159	$163	$150	$155	$177	
	Net Fees		**$1,894,410**	**$15,000**	**$116,550**	**$125,100**	**$218,000**	**$77,000**	**$150,000**	**$150,000**	**$92,000**	**$46,000**	**$14,000**	**$57,000**	**$55,500**	**$38,500**	**$3,049,060**
	SKA Markup (5%)		0	$750	$5,828	$6,255	$10,900	$3,850	$7,500	$7,500	$4,600	$2,300	$700	$2,850	$2,775	$1,925	$57,733
	Total Design Fees		**$1,894,410**	**$15,750**	**$122,378**	**$131,355**	**$228,900**	**$80,850**	**$157,500**	**$157,500**	**$96,600**	**$48,300**	**$14,700**	**$59,850**	**$58,275**	**$40,425**	**$3,106,793**
6.01	Reimbursable Budget (printing, delivery, & out of state travel only)		$75,800	$0	$0	$2,500	$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,000	$80,300
	TOTAL COST																**$3,187,093**

7.00	**POTENTIAL ADDITIONAL SERVICES**		
7.01	LEED Certification	FEE	$75,000
7.02	Interface Engineering - Energy Modelling/Analysis Services	FEE	$22,000
7.03	Interface Engineering - Daylighting Analysis & Documentation	FEE	$7,700
7.04	Interface Engineering - Fundamental Commssioning	FEE	$19,800
7.05	KPW - DSA Submittal/Approval	FEE	$38,500

LOCAL BUSINESS PARTICIPATION WORKSHEET
Prime Consultant:
RFQ/P: Central Administrative Center Project Date:

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBB %	SLBR %	City of Oakland Certification Number
Prime Company: Shah Kawasaki Architects Address: 570 10th St, suite 201, Oakland CA, 94609 Phone: 510-663-6090 Email: pluo@skarc.com			62.8%		5521 Re-certification is in progress with the City of Oakland
Company: KPW Structural Engineers Address: 55 Harrison St, #550, Oakland, CA 94607 Phone: 510-208-3300 Email: jhutti@kpwse.com		4%			6856
TOTAL PARTICIPATION		4%	62.8%		

_____
Approval – LBU Compliance Officer


City Administrator's Office, Contracts and Compliance Division

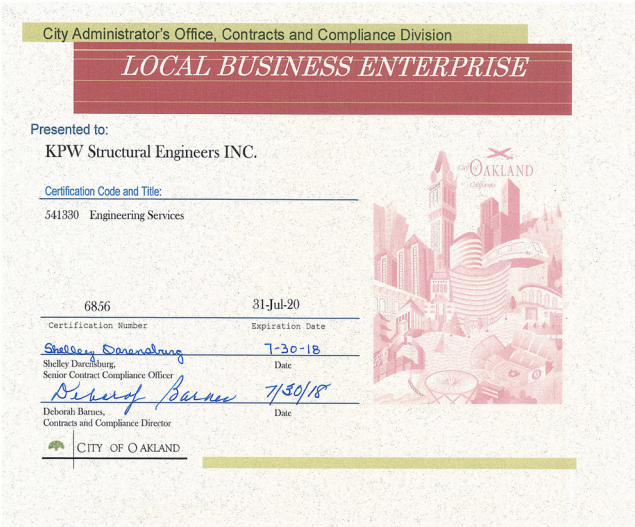
Small Local Business Enterprise

Presented to:
SHAH KAWASAKI ARCHITECTS, INC.

Services Provided:
541310 Architectural Services
541330 Engineering Services

5521 — Certification Number
31-May-19 — Expiration Date
Shelley Darenburg, Senior Contract Compliance Officer — 06-02-17 Date
Deborah Barnes, Contracts and Compliance Director — 6/2/17 Date

CITY OF OAKLAND


City Administrator's Office, Contracts and Compliance Division

LOCAL BUSINESS ENTERPRISE

Presented to:
KPW Structural Engineers INC.

Certification Code and Title:
541330 Engineering Services

6856 — Certification Number
31-Jul-20 — Expiration Date
Shelley Darenburg, Senior Contract Compliance Officer — 7-30-18 Date
Deborah Barnes, Contracts and Compliance Director — 7/30/18 Date

CITY OF OAKLAND

SHAH KAWASAKI · ARCHITECTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2019

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

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

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

CONTACT NAME:
PHONE (A/C, No, Ext): 510-465-3090 **FAX (A/C, No):** 510-452-2193
E-MAIL ADDRESS: certificates@dealeyrenton.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of Ameri	25674
INSURER B : Travelers Indemnity Co. of Connecticut	25682
INSURER C : Travelers Casualty & Surety Co. America	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SHAHKAWAS
Shah Kawasaki Architects
570 - 10th Street, Suite 201
Oakland CA 94607

COVERAGES **CERTIFICATE NUMBER:** 455122495 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	6803N627375	5/1/2019	10/17/2019	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	**AUTOMOBILE LIABILITY**	Y	Y	BA3N627559	5/1/2019	10/17/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** OCCUR			CUP9887P47A	5/1/2019	10/17/2019	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	UB4K465043	5/1/2019	10/17/2019	PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						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			105511924	10/17/2018	10/17/2019	$2,000,000 $2,000,000	per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project: Cole Administration Center
Oakland Unified School District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers are named as Additional Insured's as respects General Liability and Automobile Liability coverage's. General Liability and Automobile Liability insurance are Primary/Non-Contributory per policy form wording. Waiver of Subrogation applies to Workers' Compensation. Cancellation: 30 Day/10 Day for Non-Payment of Premium.

CERTIFICATE HOLDER

Oakland Unified School District
1000 Broadway, Ste 680
Oakland CA 94607

CANCELLATION 30 Day Notice of 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

NAMED INSURED: Shah Kawasaki Architects

POLICY NUMBER: 6803N627375

ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT

This is a summary of the coverages provided under the following forms (complete forms available):

Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

4. OTHER INSURANCE - d. PRIMARY AND NON-CONTRIBUTORY INSURANCE IF REQUIRED BY WRITTEN CONTRACT:

If you specifically agree in a written contract or agreement that the insurance afforded to an 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 insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)

PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or
b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB4K465043

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT CALIFORNIA (BLANKET WAIVER)

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.

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 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Oakland Unified School District 1000 Broadway, Ste 680 Oakland CA 94607	

DATE OF ISSUE: 8/20/2019 **ST ASSIGN:** CA

017106

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER 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" for Covered Autos Liability Coverage 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.

Named Insured: Shah Kawasaki Architects

Endorsement Effective Date: 5/1/2019

SCHEDULE

Name Of Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Cole Administration Center Project	**Site**	109

Basic Directions	
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.	
Attachment Checklist	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information							
Contractor Name	Shah Kawasaki Architects	Agency's Contact	Allan Kawasaki				
OUSD Vendor ID #	003881	Title	President				
Street Address	570 10th Street #201	City	Oakland	State	CA	Zip	94607
Telephone	510-663-6090	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes ☐ No					
OUSD Project #	19119						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	9-12-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2022
		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)	$3,500,000.00
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9450/9805	Fund 21, Measure J	210-9450-0-9805-8500-6215-109-9180-9905-9999-99999	6215	$3,500,000.00

Approval and Routing (in order of approval steps)

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

1.	**Division Head**	**Phone**	510-535-7038	Fax 510-535-7082
	Director, Facilities Planning and Management			
	Signature Chief for T. Nakadegawa	Date Approved	8/20/19	
2.	**General Counsel, Department of Facilities Planning and Management**			
	Signature (as to form only)	Date Approved	8/20/19	
3.	**Deputy Chief, Facilities Planning and Management**			
	Signature for TW	Date Approved	8.20.19	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT