Board Office Use: **Legislative File Info.**	
File ID Number	24-0133
Introduction Date	02-14-2014
Enactment Number	24-0330
Enactment Date	02/14/2024 er

OAKLAND BUILT
REBUILDING BETTER SO EVERY STUDENT THRIVES

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer, Division of Facilities Planning and Management; Kenya Chatman, Executive Director of Facilities Planning

Board Meeting Date February 14, 2024

Subject Amendment No. 3 Architectural Services Agreement – Multistudio (formerly known as Gould Evans) – Laurel Child Development Center Replacement Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 3 to the Architectural Services Agreement by and between the **District** and **Multistudio(formerly known as Gould Evans),** San Francisco, CA, for the latter to continue to provide construction administrative services, for the **Laurel Child Development Center Replacement Project,** in an additional not-to-exceed amount of **$102,560.00,** increasing the Agreement's total not-to-exceed amount from **$902,876.00** to **$1,005,436.00, and** increasing the time period from December 10, 2020, through December 9, 2023 date to December 30, 2024. All other terms and conditions of the Agreement remain in full force and effect**.**

Discussion This Amendment is for continued services and a time extension.

LBP (Local Business Participation Percentage) 53.14%

Recommendation Approval by the Board of Education of Amendment No. 3 to the Architectural Services Agreement by and between the District and Multistudio(formerly known as Gould Evans), San Francisco, CA, for the latter to continue to provide construction administrative services, for the Laurel Child Development Center Replacement Project, in an additional not-to-exceed amount of $102,560.00, increasing the Agreement's total not-to-exceed amount from $902,876.00 to $1,005,436.00, and increasing the time period from December 10, 2020, through December 9, 2023 date to December 30, 2024. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund, Measure J

Attachments

- Amendment No. 3, including Exhibits

- Routing Form
- File I.D. 22-1858; 22-0190; 20-2196

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 3

ARCHITECTURAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Multistudio (formerly known as Gould Evans).** OUSD entered into an agreement with CONTRACTOR for services effective on **December 10, 2020** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Laurel Child Development Center Replacement Project** as follows and in the attached Exhibit A:

1. **Services:** ☒ The scope of work is unchanged. ☐ The scope of work has changed.

   If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

   The CONTRACTOR agrees to provide the following amended services: No change to scope of work. Time extension only.

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

   If term is changed: The contract term is extended by an additional **One Hundred Seventy-Three days(173 days)** and the amended expiration date is **May 30, 2024.**

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

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

   ☒ Increased by: **One Hundred Two Thousand Five Hundred Sixty Dollars No/100 ($102,560.00).**

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

   Prior to this amendment, the not-to-exceed contract price was **Nine Hundred Two Thousand Eight Hundred Seventy-six Dollars No/100 ($902,876.00),** and after this amendment, the not-to-exceed contract price will be: **One Million Five Thousand Four Hundred Thirty-Six Dollars No/100 ($1,005,436.00).**

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

5. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	02-23-2022	Compensation	$53,000.00
02	09-14-2022	Compensation	$55,776.00

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.

99069.002 Rev. 10/30/08

Contract No. P.O. No.

OAKLAND UNIFIED SCHOOL DISTRICT

Benjamin Davis, President, Board of Education — Date: 2/15/2024

Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education — Date: 2/15/2024

Preston Thomas (Jan 19, 2024 08:11 PST)

Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management — Date: Jan 19, 2024

Approval as to form:

Arne Sandberg *[name]*
General Counsel, Facilities, Planning and Management — Date: 1/18/24

MULTISTUDIO (formerly known as Gould Evans)

Contractor Signature — Date: 18 January 2024

Lauren M. Maass, Principal
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Multistudio

1. Detailed Description of Services to be provided: No change to scope of work. Time extension only.

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

15 December 2023

Mary Ledezma
OUSD Project Manager
Department of Facilities Planning and Management
955 High Street
Oakland, CA 94601

SUBJECT: Additional Service Request - Laurel CDC Replacement Project #17126
Additional Service Request #3 – Additional Extended CA Services + Contingency

VIA: email: mary.ledezma@ousd.org

Dear Mary:

Per your request, we will be providing continued construction administration services for the Laurel CDC Replacement project as the construction schedule has extended from the prior revised date of December 2023 completion through May 2024 per District request. The following are the proposed Services and Fees:

1. **Understanding of the Project**

As a continuation of our work at Oakland Unified School District – Laurel Child Development Center, we will continue to provide construction administration services as outlined in our agreement with the District through the conclusion of the project, with completion by end of May 2024. Scope does not include Closeout which is part of Base Scope and assumed to begin in June 2024. (Please note that prior Additional Service Request #2 did not include Construction Administration services for the consultant design team so that is included here.)

Proposed Scope of Services

The Architect will provide Architectural Services as follows:

Phase II: Additional Extended Construction Administration
The Architect, will work with the Owner, Consultants and GC in a continued effort to complete the construction of the Laurel CDC.

Services may include the following:

- Additional OAC Meetings
- Site Visits
- Submittal reviews
- ASI and other changes to drawings
- RFI review
- Consultant review of in-field changes
- Punchlist, Inspections, CHPS and Commissioning Coordination

Duration: To be completed approximately within a 5-month extension of schedule.

2. Compensation

Additional Services Compensation:

- **PHASE II**: Multistudio

• Further CA Extension ($7,000/month @ 5 months)	$ 35,000
Consultants	
• Salter (Acoustics) (Oct 2023-May 2024)	$ 6,300
• Salter (Acoustics) (CHPS Testing)	$ 4,500
• IDA (Structural) (Oct 2023-May 2024)	$ 6,000
• Cupples Keller (Landscape) (Oct 2023-May 2024)	$ 6,500
• Introba (MEP) (Oct 2023-May 2024)	$ 4,970
• BKF (Civil) (Oct 2023-May 2024)	$ 5,500
• RDH (Waterproofing)	$ 2,000
Consultant Mark-Up (5%)	$ 1,790
Owner Contingency (per request)	$ 20,000
Reimbursement Fee (to include PG&E fees)	$ 10,000
TOTAL PHASE II ADD SERVICE REQUEST- EXTENDED CA	$102,560

Rates from Exhibit B per Owner/Architect Agreement:

Principal	$315.00
Associate Principal	$225.00
Senior Project Manager	$215.00
Senior Project Architect	$185.00
Project Manager	$195.00
Project Architect	$175.00
Project Designer	$135.00
Technical Staff	$135.00
Jr. Technical Staff	$90.00

This letter is an amendment to our original agreement (Agreement for Architectural Services between Oakland Unified School District and Gould Evans – Laurel Child Development Center Replacement – Project No. 17126), dated 10 Dec 2020 – all other terms and conditions of the original contract remain as part our agreement.

CONSULTANT DATE

15 December 2023

Lauren M Maass, Principal
License No: C 25994

FILE: 2023.12.15 OUSD Laurel CDC Extended CA ASR- Multistudio

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

LOCAL BUSINESS PARTICIPATION WORKSHEET

PRIME: Multistudio
Project: Laurel Child Development Center
Project #: 17126
Estimate:

Bid Opening Date:
Time:
Project Mgr: Mary Ledezma
Architect: N/A

Base Bid:
Verified Local Business Participation Discount: 2%
Base Bid W/LBP Discount:

Based on Policy Calculation: 2%

	Total Dollar Amount of Work	LBE %	SLB%	SLBR%	Comments	Amendment #3
PRIME Company: Multistudio Address: 95 Brady St. City/State: San Francisco, CA Phone: 415-844.2114	$433,376.00					
Fax:						
Company: Integral Group Inc Address: 427 13th St City/State: Oakland, CA Phone: 510.693.2468	$223,230.00	22.2%			City of Oakland Certified: VSLBE	
Company: IDA Structural Engineer Address: 427 13th St. City/State: Oakland, CA Phone: 510.834.1629	$123,300.00		12.3%		City of Oakland Certified:	
Company: BFK Engineer Address: 300 Frank Ogawa Plaza Suite 380 City/State: Oakland, CA 94612 Phone: 650.482.6335	$57,000.00	5.7%			City of Oakland Certified:	
Company: Keller Mitchel & Co Address: 302 4th Street City/State: Oakland, CA 94607 Phone:	$78,530.00		7.8%			
Company: Leland Saylor Associates Address: 1777 Oakland Blvd City/State: Walnut Creek, CA Phone: 415.291.3200	$52,200.00	5.2%				
Company: Charles M. Salter Assoc. Address: 130 Sutter St. Floor 5 City/Sate: San Francisco, CA 94104 Phone: 415. 397.0442	$37,800.00					
TOTAL PARTICIPATION	$1,005,436.00	33.06%	20.07%	0.00%		
				53.14%		

TIFFANY KNUCKLES

APPROVAL- LBU Compliance Officer

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

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Laurel Child Development Center Replacement Project	**Site**	131

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	Multistudio	Agency's Contact	Brandon Kent				
OUSD Vendor ID #	001901	Title	Principal				
Street Address	95 Brady Street	City	San Francisco	State	CA	Zip	94103
Telephone	415-312-1952	Policy Expires					
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No	Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	17126						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-10-2020	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)	May 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	$102,560.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650 9750	**Fund 21 Measure J**	**210-9650-0-9750-8500-6215-131-9180-9905-9999-17126**	**6215**	$102,560.00

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 Kenya Chatman (Jan 19, 2024 08:24 PST)		Date Approved	Jan 19, 2024	
2.	**General Counsel, Department of Facilities Planning and Management**				
	Signature Lozano Smith, approved as to form		Date Approved	1/18/24	
3.	**Deputy Chief, Facilities Planning and Management**				
	Signature Preston Thomas (Jan 19, 2024 08:11 PST)		Date Approved	Jan 19, 2024	
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	22-1858
Introduction Date	9/14/2022
Enactment Number	22-1627
Enactment Date	9-14-2022 CJH

OAKLAND BUILT

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 14, 2022

Subject Amendment No. 2 Architectural Services Agreement – Multistudio(formerly known as Gould Evans) – Laurel Child Development Center Replacement Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 2 to the Architectural Services Agreement by and between the **District** and **Multistudio(formerly known as Gould Evans),** San Francisco, California, for the latter to provide additional design and architectural services to change the mechanical system from a 4-pipe hydronic system and radiant floors to dedicated rooftop package units serving individual classrooms, for the **Laurel Child Development Center Replacement Project,** in an additional not-to-exceed amount of **$55,776.00,** increasing the Agreement's total not-to-exceed amount from **$847,100.00** to **$902,876.00**, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Contractor, pursuant to the Amendment.

Discussion This Amendment is for additional services to provide a 4-pipe hydronic system and radiant floors for the Laurel Child Development Center Replacement Project.

LBP (Local Business Participation Percentage) 53.7%

Recommendation Approval by the Board of Education of Amendment No. 2 to the Architectural Services Agreement by and between the District and Multistudio(formerly known as Gould Evans), San Francisco, California, for the latter to provide additional design and architectural services to change the mechanical system from a 4-pipe hydronic system and radiant floors to dedicated rooftop package units serving individual classrooms, for the Laurel Child Development Center Replacement Project, in an additional not-to-exceed amount of $55,776.00, increasing the Agreement's total not-to-exceed amount from $847,100.00 to $902,876.00, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Contractor, pursuant to the Amendment.

Fiscal Impact Fund 21 Building Fund, Measure J

Attachments

- Amendment No. 2, including Exhibits
- Routing Form

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 **Multistudio (formerly known as Gould Evans).** OUSD entered into an agreement with CONTRACTOR for services effective on **December 10, 2020** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Laurel Child Development Center Replacement 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 design and architectural services to change the mechanical system from a 4-pipe hydronic system and radiant floors to dedicated rooftop package units serving individual classrooms, as described in the Proposal dated July 7, 2022, attached to this Amendment as Exhibit A.

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

   If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.

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: **Fifty-five Thousand Seven Hundred Seventy-Six Dollars No/100 ($55,776.00),**

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

   Prior to this amendment, the not to exceed contract price was **Eight Hundred Forty-Seven Thousand One Hundred Dollars No/100 ($847,100.00),** and after this amendment, the not-to-exceed contract price will be: **Nine Hundred Two Thousand Eight Hundred Seventy-six Dollars No/100 ($902,876.00).**

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	2-23-2022	Compensation	$53,000.00

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

Gary Yee, President,
Board of Education

9-15-2022
Date

Sondra Aguilera, Acting Superintendent
and Acting Secretary, Board of Education

9-15-2022
Date

Tadashi Nakadegawa, Deputy Chief,
Facilities Planning and Management

8/19/2022
Date

Approval as to form:

Arne Sandberg, Lozano Smith *[name]*
General Counsel, Facilities, Planning and Management

8/18/22
Date

CONTRACTOR

Contractor Signature

7/27/2022
Date

Brandon Kent, Principal
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Multistudio

1. Detailed Description of Services to be provided: To provide additional design and architectural services to change the mechanical system from a 4-pipe hydronic system and radiant floors to dedicated rooftop package units serving individual classrooms, as described in the Proposal dated July 7, 2022, 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

multistudio

July 7, 2022

Mary Ledezma
OUSD Project Manager
Department of Facilities Planning and Management
955 High Street
Oakland, CA 94601

SUBJECT: Laurel CDC Replacement Project #17126 – Additional Fee Request – Mechanical System Design change

VIA: email: mary.ledezma@ousd.org

Dear Mary,

We are submitting the following add service request fee for professional services for the redesign of the mechanical system for the Laurel CDC.

The total compensation requested in this Additional Service Request is noted below:

Integral Group Fee	$30,920.00*
Salter-Inc. Fee	$10,000.00*
IDA Structural Engineers Fee	$3,500.00*
Multistudio Fee	$9,135.00*
Consultant Mark-up (5%)	$2,221.00
Total Compensation	**$55,776.00**

*Complete scope and fee breakout by phase attached.

We appreciate your support of this additional service and look forward to the construction of the Laurel CDC Replacement Project.

Sincerely,

Brandon L. Kent, Principal
Multistudio

Attachments: Integral Consultant Proposal – complete fee and scope
Multistudio Proposal – complete fee and scope
Salter-inc Proposal – complete fee and scope

INTEGRAL

Proposal for Additional Services

OUSD Laurel CDC Mechanical System VE ASR
June 28, 2022

ASR # 04
INTEGRAL OPP: 203000003262
INTEGRAL PROJECT: 320397.000

Brandon Kent, Principal, Gould Evans Brandon.Kent@GouldEvans.com	Andrea Traber, Managing Principal Integral Group atraber@integralgroup.com

1 Project Understanding

Our proposal and scope of work is based on notification from Mary Ledezma, OUSD PM, and Brandon Kent, Gould Evans, that the mechanical system for the building is to be redesigned with rooftop packaged units in lieu of a hydronic system with DOAS units and radiant heating. OUSD provide a system summary to include:

- Total of (5) Five packaged Rooftop Units to serve facility:
  - (1) One 1,600 CFM unit per classroom (total of 4)
  - (1) One 2,400 CFM unit serving the admin/common areas

This will impact Integral's mechanical, electrical, plumbing, and fire alarm scope and will require redesign and coordination internally and with key consultants including Gould Evans, Ingraham DeJesse (structural) and Salter and Associates (acoustics).

2 Scope

Scope for the revision of the mechanical system of OUSD Laurel CDC includes the following scope:

1. **Mechanical**

- Size and select new packaged Rooftop Units (RTU's) to serve the facility.
- Coordinate location of the RTU locations in consideration of the following:
  - GE regarding design integration, PV panel placement, and equipment requirements
  - IDA structural requirements
  - Salter regarding additional acoustic insulation requirements due to replacement of DOAS units with RTU's.
- Update Roofplan to show new RTU location and removal of DOAS Units & Hydronic system.
- Update Level 1 plan to reflect a single RTU per classroom and modify distribution as required and removal of radiant system.
- Update equipment schedules, details, and controls to reflect RTUS and removal of DOAS Units & Hydronic system with radiant.

2. **Electrical**

- Coordinate with mechanical for new RTU power requirements and existing systems.
- Revise calculations & panel schedules to reflect mechanical changes.

- Revise single line diagram to reflect mechanical changes.

3. Plumbing

- Coordinate with mechanical for new RTU drain locations and modified roof drainage.
- Revise calculations to reflect mechanical changes.
- Revise plumbing diagram to reflect mechanical and roof drainage modifications.

4. Fire Alarm

- Coordinate with mechanical for new RTU smoke detector locations.
- Revise panel and diagrams to reflect mechanical modifications.

5. Energy Modeling/Compliance Documentation

- Modify energy model to reflect revised system types and zoning.
- Update Title 24 compliance calculations and documentation.

6. Exclusions

- Excluded: any additional scope relevant to construction documents or Construction Administration as may be required or requested.

3 Fees

Our fee to provide the above-described consulting engineering services will be **charged on a FIXED FEE basis, billed monthly**.

ASR 04: Mechanical System VE **$30,920.00**

Staff Member	Hours	Extension
Andrea Traber, Principal in Charge	6.0	$1,680.00
Corey Lyons, Lavanya Muttayan, Principal	8.0	$2,160.00
Nura Darabi, Gislene Weig, Associate Principal	8.0	$1,480.00
Malory Faust, Project Manager	39.0	$6,825.00
Paula Silva, Ruicong Liu Associate	44.0	$7,700.00
Tania Vazquez, Alvin Varan, Engineer L3	69.0	$10,695.00
Hannah Scott, Project Coordinator/Administrator	4.0	$380.00

HOURLY RATES

Managing Principal	$ 280.00	Engineer/Designer - L2	$ 145.00
Principal	$ 270.00	Sustainability Consultant - L3	
Associate Principal	$ 185.00	Building Performance Analyst - L2	
Senior Sustainability Consultant - L5	$ 175.00	Senior BIM Designer - L2	
Associate	$ 175.00	Commissioning Agent - L2	
Engineer/Designer - L4		BIM Designer - L2	$ 135.00
Project Manager		Engineer/Designer - L1	$ 135.00
Sr. Building Performance Analyst - L4		Sustainability Coordinator - L2	
Engineer/Designer - L3	$ 155.00	Building Performance Analyst - L1	
Building Performance Analyst - L3		BIM Designer - L1	
BIM Lead - L3		Commissioning Agent - L1	
Senior Commissioning Agent - L3		Sustainability Coordinator - L1	$ 125.00
Sustainability Consultant - L4	$ 145.00	Project Administrator	$ 95.00

ASSUMPTIONS

1. This Additional Services proposal assumes the terms and conditions of the existing contract
2. Scope, Fees, and Terms and Conditions outlined herein are valid for 30 days

EXCLUDED SERVICES

The following services are not included in the fee amount indicated above and will be charged on an hourly basis at our pre-set hourly charges or on a negotiated fixed fee basis:

- Any services not listed in Scope of Services description.
- Work on buildings and site other than those described under "Project Understanding" above
- Review of Change Order Requests resulting from Owner changes.

Proposal/Billing Confirmation

June 28, 2022 INTEGRAL REF: 320397.000

Brandon Kent, Principal,
Gould Evans

Brandon.Kent@GouldEvans.com

Re: Proposal for OUSD Laurel CDC Mechanical System VE ASR

To confirm acceptance/approval of this proposal, please sign and return by email to atraber@integralgroup.com.

Accepted by:

Brandon Kent, Principal

_____

Signature

_____

Date _____

If this project will be billed to a different client, enter billing information below.

Company Name: _____

Address: _____

_____

Job or PO Number (if required): _____

Contact Name: _____

Phone: _____

Email: _____

5 July 2022

Brandon Kent
Multistudio
95 Brady Street
San Francisco, CA 94103
brandon.kent@multi.studio

Subject: **Laurel CDC, New MEP Systems, Oakland, CA –**
Proposal for Additional Acoustical Consulting Services (ASR #1)
Salter Project 20-0541

Dear Brandon:

Thank you for giving us the opportunity to prepare an additional services proposal for this project. We understand the Laurel Child Development Center (CDC) project has significantly changed the planned MEP systems from what were analyzed during design. Systems are characterized as being at a CD phase level of development at this time. The project is still pursuing CHPS certification. You requested that we analyze the new systems and prepare recommendations for noise and vibration control to meet CHPS standards and City of Oakland requirements. This proposal contains our proposed scope of additional services and associated fees.

SCOPE OF ADDITIONAL SERVICES

1. Initial Analysis:
   a. Review and comment on one set of progress/CD phase updated MEP systems plans. We will need Integral Group to provide us with manufacturer's equipment octave band sound power level (PWL) data for all new equipment.
   b. Analyze noise levels within the building for supply, return, and radiated noise.
   c. Predict noise emissions to adjacent property lines.
   d. Prepare recommendations to control MEP systems noise to meet CHPS and/or Oakland criteria, as needed.
   e. Summarize analysis and recommendations in a written letter.
   f. Participate in a conference call to discuss our findings.
2. Coordination allowance: Consult with you and other parties, as needed, to assist with the MEP engineer and your firm, as needed, incorporating the recommendations into the project documents. Coordination could include attending conference calls, exchanging sketches, Blue Beam Sessions, etc. For budgeting purposes, we have assumed 16 hours of consulting time at a blended hourly rate.

3. Review one additional "check set" of updated MEP plans for the incorporation of recommended mitigation. Prepare memo summarizing outstanding items.

ADDITIONAL FEES

Based on the Terms and Conditions sheet attached to our original 2020 proposal and our experience with projects of this type, our lump-sum fee to complete the above scope of additional services would be as follows:

Initial Analysis and Recommendations Letter	$4,500
Coordination Allowance	$3,250
Check Set Review and Memo	$2,250
Total Technical Labor Fee	**$10,000**

ADDITIONAL SERVICES

The following tasks are not included in the above scope of services. If desired, we can prepare a separate proposal for these tasks:

- Additional review due to significant redesign
- Additional value engineering sessions
- In-person meetings
- Additional conference calls
- Onsite acoustical measurements
- Site visits or meetings outside of San Francisco Bay Area
- CEQA and EIR studies
- Additional construction phase site visits and RFI/submittal reviews, including resubmittals
- Building/floor vibration analysis
- Consulting for other areas/buildings on campus(es)
- Additional CHPS or other sustainability analyses
- Mock-up testing
- Construction noise and vibration monitoring and impact studies
- Attendance at performance tests (e.g., windows, HVAC systems)
- Computer noise models, simulations, and demonstrations
- Audiovisual (including sound masking systems), telecommunications, or security system design
- Attendance at public hearings, board meetings, and PTA meetings

We look forward to continuing to work with you on this project. Please sign in the space provided below and return one copy to our office as our authorization to proceed. Should you have any questions, please give us a call.

Best,

CHARLES M. SALTER ASSOCIATES, INC.

Ethan Salter, PE, LEED AP
Vice President

AGREED AND ACCEPTED

By: _____
Multistudio

Date: _____

STRUCTURAL ENGINEERS

June 29, 2022 Project No. 20073

BRANDON KENT, AIA
Principal
Gould Evans
95 Brady Street
San Francisco, CA 94103

SUBJECT: EXTRA SERVICE REQUEST #2
OUSD Laurel CDC
Mechanical System and Foundation change

SCOPE OF EXTRA SERVICES: Your office has requested the following revision to our construction documents and/or calculations. The scope of the revision is itemized as follows:

1. Structural revisions due to changes in the mechanical systems.
2. ~~Revised calculations and drawings for reduced foundation depth at Line 1.~~

Please confirm the scope of these requested revisions.

FEE PROPOSAL:

~~The lump sum fee for these revisions is $6,500.00 plus reimbursable expenses.~~ This assumes $3,500.00 for the mechanical systems revision ~~and $3,000.00 for the foundation revisions.~~

AGREEMENT: If the terms are acceptable, please sign below and return a copy for our files.

Accepted:

Jason M. Lee, SE
IDA Structural Engineers, Inc.

6/29/22
Date

BRANDON KENT
Gould Evans

Date

5 July 2022

Mary Ledezma
OUSD Project Manager
Department of Facilities Planning and Management
955 High Street
Oakland, CA 94601

SUBJECT: Additional Service Request - Laurel CDC Replacement Project #17126 – Additional Service Request – Mechanical System Change

VIA: email: mary.ledezma@ousd.org

Dear Mary:

Per your request, we will be providing services for coordination and documentation for the redesign of the mechanical system for the new Laurel Child Development Center (CDC) with the goal of creating drawings for a DSA change and construction of the new system. We understand that Oakland Unified School District (OUSD) has selected and approved the new approach with the support of the General contractor. The following are the proposed Services and Fees:

1. **Understanding of the Project**

As a continuation of our work at Oakland Unified School District – Laurel Child Development Center we will provide coordination and documentation services relating to the mechanical system change requested by OUSD. The project will include the need to meet with OUSD staff, coordinate the work relating to the changed system, make any architectural changes to support the new system and document those changes for DSA approval and construction.

Proposed Scope of Services

The Architect will provide Architectural Services as follows:

Phase I: Coordination and Documentation of Mechanical System Change
The Architect, will work with the Owner, Consultants and GC relating to the new system change.

Services may include the following:

- Coordination meetings as needed.
- Updated roof plan, RCP and other impacted drawings.
- Prepare any forms or documents necessary for DSA approval.

Duration: To be completed over 2-to-4-week period.

2. Compensation

The Architect will be compensated for Services described above as follows:

Phase I: hourly not to exceed fee of $9,135.00

Total not to exceed Fee (All Phases): **$9,135.00**

Rates from Exhibit B per Owner/Architect Agreement:

Principal	$315.00
Associate Principal	$225.00
Senior Project Manager	$215.00
Senior Project Architect	$185.00
Project Manager	$195.00
Project Architect	$175.00
Project Designer	$135.00
Technical Staff	$135.00
Jr. Technical Staff	$90.00

Reimbursable Expenses Estimated at $200 (not included in base fee).

This letter is an amendment to our original agreement (Agreement for Architectural Services between Oakland Unified School District and Gould Evans – Laurel Child Development Center Replacement – Project No. 17126), dated 10 Dec 2020 – all other terms and conditions of the original contract remain as part our agreement.

CONSULTANT DATE

6 July 2022

Brandon Kent, Principal
License No: C 34690

FILE: 2022 0706 OUSD Laurel Child Development Center Mechanical System Change ASR.doc

multistudio

June 16, 2022

Oakland Unified School District
955 High Street
Oakland, CA 94601

Re: Gould Evans Name Change to Multistudio

To Whom it May Concern,

Effective May 25th, 2022, Gould Evans Inc. is changing its name to Multistudio.

Our new name is an outcome of how we have evolved, and who we continually aspire to be as a socially responsible design collective. It reflects what sets us apart: the way we collaborate in pursuit of greater possibilities for our clients and communities.

This is a legal name change, but it is **not** a change to our ownership status, corporate structure, or leadership organization. Our firm leadership, billing/invoicing addresses, bank account details and tax identification number—as well as your key contacts—all remain the same. There is no need to update Contracts or Statements of Work as a result of this change.

As a reminder, our key finance information is listed below:

Tax ID Number: 48-1010359

Bill to Address: Multistudio
4200 Pennsylvania Ave.
Kansas City, MO 64111

Remit to Address: Multistudio
WS #188 PO BOX414378
Kansas City, MO 64141

If you need documentation or additional information to update our vendor profile in your systems, please email accounting@multi.studio.

Sincerely,

Anthony G. Rohr, FAIA
National Managing Principal

CERTIFICATE OF LIABILITY INSURANCE

9/10/2022

DATE (MM/DD/YYYY) 9/8/2021

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
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000
kctsu@lockton.com

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : The Continental Insurance Company	35289
INSURER C : Continental Casualty Company	20443
INSURER D : National Fire Insurance Co of Hartford	20478
INSURER E :	
INSURER F :	

INSURED
1407592
MULTISTUDIO, INC.
95 BRADY STREET
SAN FRANCISCO CA 94103

COVERAGES **CERTIFICATE NUMBER:** 17092986 **REVISION NUMBER:** XXXXXXX

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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	5099654653	9/10/2021	9/10/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	N	N	6020174124	9/10/2021	9/10/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	6020174155	9/10/2021	9/10/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ XXXXXXX
D A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6020174138 (AOS) 6020174172 (CA)	9/10/2021 9/10/2021	9/10/2022 9/10/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	AEH591913296	9/10/2021	9/10/2022	$2,000,000 PER CLAIM & AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: LAUREL CHILD DEVELOPMENT CENTER REPLACEMENT PROJECT NO. 17126. OAKLAND UNIFIED SCHOOL DISTRICT IS AN ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND THIS COVERAGE IS PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

17092986
OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND CA 94601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Joseph M Agnello

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Laurel Child Development Center Replacement Project	**Site**	131

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	Multistudio	Agency's Contact	Brandon Kent				
OUSD Vendor ID #	001901	Title	Principal				
Street Address	95 Brady Street	City	San Francisco	State	CA	Zip	94103
Telephone	415-312-1952	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	17126						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-10-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-9-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$55,776.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650 9750	**Fund 21 Msr J**	**210-9650-0-9750-8500-6215-131-9180-9905-9999-17126**	**6215**	**$55,776.00**

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 KChat		Date Approved	8/19/2022
2.	**General Counsel, Department of Facilities Planning and Management**			
	Signature Lozano Smith, approved as to form		Date Approved	8/18/22
3.	**Deputy Chief, Facilities Planning and Management**			
	Signature KChat for T.N.		Date Approved	8/19/2022
4.	**Chief Financial Officer**			
	Signature		Date Approved	
5.	**President, Board of Education**			
	Signature **Gary Yee**		Date Approved	9-/5-2022

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	22-0190
Introduction Date	2-23-2022
Enactment Number	22-0359
Enactment Date	2-23-2022 CJH

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 February 23, 2022

Subject Amendment No. 1 Architectural Services Agreement – Gould Evans – Laurel Child Development Center Replacement Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1 to the Architectural Services Agreement by and between the District and Gould Evans, San Francisco, CA, for the latter to provide architectural services which include Phase I: Space Planning of Furniture, Phase II: Finalize Furniture Selection, Phase III: Prepare Bid Package for the Laurel Child Development Center Replacement Project in an additional amount of **$53,000.00**, which includes a **$30,000.00** contingency for additional services, increasing Agreement not-to-exceed amount from **$794,100.00** to **$847,100.00**, 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 Phases I through III, of planning space for furniture selection for the new Laurel Child Development Center Replacement Project.

LBP (Local business participation percentage) 53.7%

Recommendation Approval by the Board of Education of Amendment No. 1 to the Architectural Services Agreement by and between the District and Gould Evans, San Francisco, CA, for the latter to provide architectural services which include Phase I: Space Planning of Furniture, Phase II: Finalize Furniture Selection, Phase III: Prepare Bid Package for the Laurel Child Development Center Replacement Project in an additional amount of **$53,000.00**, which includes a **$30,000.00** contingency for additional services, increasing Agreement not-to-exceed amount from **$794,100.00** to **$847,100.00**, 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, Measure J

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 **Gould Evans.** OUSD entered into an agreement with CONTRACTOR for services on **December 10, 2020** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Laurel Child Development Center Replacement 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 architectural services which include Phase I: Space Planning of Furniture, Phase II: Finalize Furniture Selection, Phase III: Prepare Bid Package, as descried in the Proposal dated January 4, 2022, attached to this Amendment as Exhibit A.

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

   If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.

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: **Fifty-Three Thousand Dollars No/100 ($53,000.00), which includes a not-to-exceed contingency of $30,000.00 for additional services.**

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

   Prior to this amendment, the not to exceed contract price was **Seven Hundred Ninety-Four Thousand One Hundred Dollars No/100($794,100.00),** and after this amendment, the not to exceed contract price will be: **Eight Hundred Forty-Seven Thousand One Hundred Dollars No/100 ($847,100.00).**

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

Gary Yee, President, Board of Education — Date: 2-24-2022

Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education — Date: 2-24-2022

Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management — Date: 1/28/2022

Approval as to form:

Arne Sandberg *(name)* — Date: 1/27/22

General Counsel, Facilities, Planning and Management

CONTRACTOR

Contractor Signature — Date: 1/27/2022

Brandon Kent, Principal

Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Gould Evans

1. Detailed Description of Services to be provided: architectural services which include Phase I: Space Planning of Furniture, Phase II: Finalize Furniture Selection, Phase III: Prepare Bid Package, as described in the Proposal dated January 4, 2022, 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

gouldevans

EXHIBIT A

4 January 2022

Mary Ledezma
OUSD Project Manager
Department of Facilities Planning and Management
955 High Street
Oakland, CA 94601

SUBJECT: **Contract Amendment No. 1 - Laurel CDC Replacement Project #17126 – Contract Amendment No. 1 – Furniture Design and Coordination**

VIA: *email:* mary.ledezma@ousd.org

Dear Mary:

Per your request, we will be providing services to provide coordination and design services for furniture at the new Laurel Child Development Center (CDC) with the goal of creating drawings and specification for bidding. We understand that Oakland Unified School District (OUSD) has three pre-approved vendors that will be bidding and that OUSD has a robust standard for furniture to be used at their schools. The following are the proposed Services and Fees:

A. Understanding of the Project

As a continuation of our work at Oakland Unified School District – Laurel Child Development Center we will provide design and coordination services for the furniture to be include at the new CDC. The project will include the need to meet with CDC staff, create a furniture layout and specification based on OUSD Standards.

B. Proposed Scope of Services

The Architect will provide Architectural Services as follows:

Phase I: Initial FF+E Selections + Space Planning

The Architect, will work with the Owner to provide initial selections, meet with CDC staff, and generate layouts.

95 BRADY STREET
SAN FRANCISCO, CA 94103
415 503 1411

KANSAS CITY LAWRENCE PHOENIX SAN FRANCISCO NEW ORLEANS
WWW.GOULDEVANS.COM

Services may include the following:

- 3-5 hours initial meeting + prep questions + meeting notes
- 2- 3 days to pull initial selections (based on district standards)
- 2 days in the floorplan to layout in Revit
- 1-day prep for FF+E meeting
- 3-5 hours FF+E mtg + meeting notes

Duration: To be completed over 2-week period.

Phase II: Finalize FF+E Selections + Select Finishes
The Architect, will work with the Owner to provide to finalize furniture selections and select finishes based on OUSD Standards.

Services may include the following:

- 1-2 days Pick up comments and reselect
- 1-day order finishes
- 3 days select finishes and fabrics (this could be less depending on the amount of hard/plastic furnishings used)
- 1 day add finishes to presentation
- 3 hours Finish Mtg + Notes

Duration: To be completed over 4-week period (ordering finishes will take time.)

Phase III: Generate Bid Package
The Architect, will work with the Owner to provide a bid package to the pre-approved furniture suppliers.

Services may include the following:

- 40-80 hrs for specifications + coordinate with district standards
- 40 hours for miscellaneous tasks

Duration: To be completed over 2-week period (ordering finishes will take time.)

C. Compensation

The Architect will be compensated for Services described above as follows:

- Phase I: hourly not to exceed fee of $8,000.00
- Phase II: hourly not to exceed fee of $5,000.00
- Phase III: hourly not to exceed fee of $10,000.00

Total not to exceed Fee (All Phases): **$23,000.00**
Contract Allowance for additional services to be increased: **$30,000.00**
Total Request for Contract Amendment No. 1 - $53,000.00

	LAUREL CDC 1-4-2022		
Allowance Change #	**changes to contract allowance**	**Fee**	**% complete**
1	CHPS prep for meetingS	$1,720	100%
2	ES Garden	$4,830	100%
3	MDF pathway to ES	$12,173	100%
4	Solar PV Coordination	$15,629	0%
	committed sub total	**$34,352**	
	Approved Allowance in Contract	$50,000	
	available/unused bal	$15,648	
	Amendment No. 1 Contract Allowance Increase	$30,000	Pending Approval by BOE
	Total Contract Allowance	$80,000	Pending Approval by BOE

Rates from Exhibit B per Owner/Architect Agreement:

Principal	$315.00
Associate Principal	$225.00
Senior Project Manager	$215.00
Senior Project Architect	$185.00
Project Manager	$195.00
Project Architect	$175.00
Project Designer	$135.00
Technical Staff	$135.00

Jr. Technical Staff $90.00

- Reimbursable Expenses Estimated at $200 (not included in base fee).

This letter is an amendment to our original agreement (Agreement for Architectural Services between Oakland Unified School District and Gould Evans – Laurel Child Development Center Replacement – Project No. 17126), dated 10 Dec 2020 – all other terms and conditions of the original contract remain as part our agreement.

CONSULTANT DATE

4 January 2022

Brandon Kent, Principal
License No: C 34690

FILE: 2021 1109 OUSD Laurel Child Development Center Furniture ASR.doc

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING and MANAGEMENT ROUTING FORM

Project Information

Project Name	Laurel Child Development Center Replacement Project	Site	131

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	Gould Evans	Agency's Contact	Lauren Maass				
OUSD Vendor ID #	001901	Title	Principal				
Street Address	95 Brady Street	City	San Francisco	State	CA	Zip	94110
Telephone	415-312-1952	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	17126						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-10-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-9-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$53,000.00
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650 9750	**Fund 21 Msr J**	**210-9650-0-9750-8500-6215-131-9180-9905-9999-99999**	**6215**	**$53,000.00**

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
	Executive Director, Facilities Planning and Management			
	Signature for Kenya Christman		Date Approved	1/28/2022
2.	**General Counsel, Department of Facilities Planning and Management**			
	Signature Lozano Smith, as to form only		Date Approved	1/27/22
3.	**Deputy Chief, Facilities Planning and Management**			
	Signature		Date Approved	1/28/2022
4.	**Chief Financial Officer**			
	Signature		Date Approved	
5.	**President, Board of Education**			
	Signature **Gary Yee**		Date Approved	2-24-2022

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	20-2196
Introduction Date	12-9-2020
Enactment Number	20-1831
Enactment Date	12/9/2020 lf

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date December 9, 2020

Subject Agreement for Architectural Services – Gould Evans - Laurel Child Development Center Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of award of an Agreement for Architectural Services between the District and Gould Evans, San Francisco, CA, for the latter to provide architectural & engineering services, which includes program & scope assessment documents, schematic design drawings, design development drawing, detailed construction drawings and construction administration and closeout for the Laurel Child Development Center Project, in the not-to-exceed amount of **$794,100.00** for Basic Services, which includes a $50,000.00 contingency, and a not to exceed amount of $15,000.00 for reimbursable expenses, 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 December 10, 2020, and scheduled to last until December 9, 2023, pursuant to the contract.

Discussion The Architectural & Engineering Services are needed for design, sustainable, energy-efficient building of new Laurel Child Development Center. Use of a fair, competitive RFP selection process (Government Code 4529.10 et seq.; Education Code 17070.50)

LBP **(Local Business Participation Percentage)** 53.7%

Recommendation Approval by the Board of Education of award of an Agreement for Architectural Services between the District and Gould Evans, San Francisco, CA, for the latter to provide architectural & engineering services, which includes program & scope assessment documents, schematic design drawings, design development drawing, detailed construction drawings and construction administration and closeout for the Laurel Child Development Center Project, in the not-to-exceed amount of **$794,100.00** for Basic Services, which includes a $50,000.00 contingency, and a not to exceed amount of $15,000.00 for reimbursable expenses, 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 December 10, 2020, and scheduled to last until December 9, 2023, pursuant to the contract.

R391023}

Fiscal Impact Fund 21 Measure J

Attachments

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

R391023}

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

Legislative File ID No. **20-2196**

Department: **Facilities Planning & Management**

Vendor Name: **Gould Evans**

Project Name: **Laurel Child Development Center** **Project No.:17126**

Contract Term: Intended Start: 12-10-2020 Intended End: 12-9-2023

Amended End:

Annual (if annual contract) or Total (if multi-year agreement) Cost: **$794,100.00**

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?

Request for Proposal (RFP) was advertised, dated August 5, 2020, to solicit architect firms. After evaluation of eleven qualification statements and conducting seven interviews, this vendor scored the highest points and submitted the most reasonable proposal.

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

Gould Evans will provide architectural design & engineering services for the New Laurel Child Development Center.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The district received several proposals. Gould Evans was the lowest proposed price, thus demonstrated that their price was fair and reasonable.

.

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:

Services being rendered are Architectural Services.

AGREEMENT

FOR

ARCHITECTURAL SERVICES

BETWEEN

OAKLAND UNIFIED SCHOOL DISTRICT

AND

Gould Evans
Laurel Child Development Center Replacement
Project No. 17126

December 10, 2020

OAKLAND UNIFIED SCHOOL DISTRICT
955 High Street
Oakland, California 94601

TABLE OF CONTENTS

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 **Gould Evans**, license number **C25994** (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 **Gould Evans** 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 the Laurel Child Development Center Replacement Project.

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

The Project is expected to be complete as of **December 9, 2023**, 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 **SEVEN HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED DOLLARS NO/100 ($794,100.00)**, which is Architect's estimate of the maximum total cost of its Basic Services on the Project, based on its **October 7, 2020,** 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 **$15,000.00,** which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

4.4 For services satisfactorily performed, payment for Basic Services, Additional Services and

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

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

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

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

4.8 Architect's fee 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 all services described in the October 7, 2020, proposal attached as Exhibit C. The Basic Services also include the services described in this Article 5, below, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently perform all of its work and obligations under this Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

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

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

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

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

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

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

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

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

5.2 **Consultants**

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

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

5.2.3 ~~The Architect shall procure a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other~~

~~improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey. Architect shall notify District of any discrepancies of any of the documents~~. Land Survey to be provided by District

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

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 **Development of Architectural Program**

The Architect shall prepare for the District's review an architectural program as follows:

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

Review DSA codes pertaining to the proposed Project design.

Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.

Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.

Administer Project as required to coordinate work with the District and between sub consultants.

Presentation

Architect along with any involved consultant(s) shall present and review with the District and, if directed, with it's the District's governing board, the summary and detail of work involved

in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation with preliminary CHPS Scorecard.

Deliverables and Numbers of Copies

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

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

Two copies of Site Plan;

Two copies of final Schedule of Work;

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

Two copies of renderings provided to District for public presentation.

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

Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

Meetings

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

5.3.1 **Project Assessment and Conceptual Design Phase**

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

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

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

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

5.3.1.5 Architect shall meet with DSA and OUSD department representatives including, but not limited to, the Buildings and Grounds Department, Student Nutrition Services,

OUSD Athletic League lead, Early Education Program (if required), and site representatives in order to document noted deficiencies and requested improvements.

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

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

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

5.3.1.9 Architect shall prepare the Initial Conceptual Design:

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

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

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

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

5.3.2 **Schematic Design Phase**

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

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

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

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

5.4 **Design Development Phase**

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

performance of work, as necessary until District's governing board approves them in writing. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the design development documents.

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

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

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

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

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

5.5 **Contract Documents Phase**

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

set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. If the project is intended to be split into multiple prime contracts, then the Contract Documents shall be structured in order to maximize the ability to create multiple prime bid packages for the Project, and shall identify the bid packages to be created.

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

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

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

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

5.6 **Bidding and Negotiations Phase**

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

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

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

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

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

OPSC.

5.7 **Construction Phase**

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

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

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

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

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

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

5.7.6 The Architect shall be responsible for the preparation and submission of any

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

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

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

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

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

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

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

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate

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

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

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

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

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

remediation of Hazardous Substances.

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

When construction is properly completed, Architect shall provide such certification as to 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. Except for statues of repose. 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 or Architect may terminate the tolling period effective ten (10) days after written notice to Architect or District, 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) and with a deductible in an amount not to exceed the sum of Ten Thousand Dollars ($10,000) per claim. If errors and omissions insurance is not reasonably available on an occurrence basis, Architect shall provide errors and omissions insurance on a claims-made basis.

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

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

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

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

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

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

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

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

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

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

ARTICLE 11
COMPLIANCE WITH LAWS

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

ARTICLE 12
TERMINATION OF AGREEMENT

12.1 **Termination by District –** This Agreement may be terminated, or the Project may be canceled, by the District for the District's convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic or Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the date of termination, (b) such Basic or Additional Services performed, and

Reimbursable Expenses incurred, after termination which are authorized by the District in writing, and (c) any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

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

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

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

12.3 **Miscellaneous Termination Provisions**

12.3.1 Following the termination of this Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or

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

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

ARTICLE 13
ARCHITECT AN INDEPENDENT CONTRACTOR

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

ARTICLE 14
STANDARDIZED MANUFACTURED ITEMS

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

ARTICLE 15
OWNERSHIP OF DOCUMENTS

15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited

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

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

ARTICLE 16
LICENSING OF INTELLECTUAL PROPERTY

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

16.2 The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District reuses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses,

and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

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

ARTICLE 17
ACCOUNTING AND OTHER RECORDS OF ARCHITECT

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

ARTICLE 18
INDEMNITY

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

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

reimburse the District for any amount of Defense Costs paid by District in excess of the proportional fault of the parties other than the Architect to the extent specified in a settlement agreement, arbitration award, or verdict.

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

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

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

ARTICLE 19
TIME SCHEDULE

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

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

ARTICLE 20
MISCELLANEOUS PROVISIONS

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of

California for the County in which the District maintains its district office, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

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

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

District: Oakland Unified School District
955 High Street
Oakland, California 94601
Attention: Tadashi Nakadegawa, Interim Deputy Chief, Facilities

Architect: Gould Evans
95 Brady Street
San Francisco, California, 94103
Attention: Lauren Maass, Principal
Tel: 415-312-1952

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.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."

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

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

Within ten (10) days after award and before commencement of the services, the signed agreement,

insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

20.15 CHPS Verified Only; No OPSC HPI Eligibility Track:

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

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

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

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

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

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

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

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

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

ARCHITECT:

Signature By:_____

Lauren M. Maass, Principal *[name or title]*

OAKLAND UNIFIED SCHOOL DISTRICT

	12/10/2020
Jody London, President, Board of Education	Date
	12/10/2020
Kyla Johnson-Trammell, Secretary, Board of Education	Date
	11/10/2020
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management	Date

APPROVED AS TO FORM:

	11/10/20
OUSD Facilities Legal Counsel	Date

Exhibit A
FEE SCHEDULE

EXHIBIT A

gouldevans

October 7, 2020

Mary Ledezma
OUSD Project Manager
Department of Facilities Planning and Management
955 High Street
Oakland, CA 94601

SUBJECT: Laurel CDC Replacement Project

VIA: *email: mary.ledezma@ousd.org*

Dear Mary,

Gould Evans is pleased to provide the following fees for the new Laurel Child Development Center Replacement Project.

Gould Evans	Program Verification	$7,150
	Schematic design	$26,213
	Design Development	$57,194
	Construction Documents	$73,875
	Permitting & Bidding	$9,532
	Construction Administration	$59,578
	Close Out	$4,766
	3% Contingency Mark-Up	$7,372
	Sub-Total	**$245,680**
Subconsultant Team*	Program Verification	$9,500
	Schematic design	$55,600
	Design Development	$90,800
	Construction Documents	$167,400
	Permitting & Bidding	$21,600
	Construction Administration	$92,000
	Close Out	$13,500
	Sub-Total	$450,400
	TOTAL	$696,080

95 BRADY STREET
SAN FRANCISCO, CA 94103
415.543.1555

KANSAS CITY LAWRENCE PHOENIX SAN FRANCISCO NEW ORLEANS
WWW.GOULDEVANS.COM

Intrusion Security System (missed in original base fee)	Alarm System	$10,000
Subconsultant Fee Mark-up	5% Mark-up on base fee	$23,020
Additional Fees	Owner Allowance	$50,000
	Reimbursable Expenses	$15,000
	TOTAL	$794,100

Note:

- Reimbursable expenses may include CHPS registration + review fees, Alameda County Public Health fees + permit, Oakland Fire Department pre-application fees + reviews, and printing expenses as needed.
- As the Executive Architect, this project will be managed in conformance with the $7.4 M construction budget.

The following services are *not* included:

- *Furniture Specification for Bidding/ Procurement.* Should such services be required, a proposal may be provided.
- *Preparation of Environmental Review documentation/ CEQA.* Should such services be required, they would be provided by others.

These Design Team Consultants and Engineers are included in this proposal:

• Structural Engineer	IDA Structural Engineers
• Mechanical, Electrical, Plumbing, AV/ Technology Fire Alarm and Intrusion Security System/Alarm	Integral Group, Inc.
• Fire Suppression	Jensen Hughes
• Civil Engineering	BKF
• Landscape Architect	Keller Mitchell & Co.
• Acoustic Engineer	Charles M. Salter & Assoc.
• Cost Estimator	Leland Saylor & Assoc.

Thank you for the opportunity to work with the district on the Laurel CDC project. We are excited to assist with the creation of a successful and special project for your community.

Sincerely,

Lauren M. Maass, Principal
Gould Evans

Exhibit B
PROJECT SCHEDULE

Contract Term: Intended Start: December 10, 2020
Intended End: December 9, 2023

Exhibit C

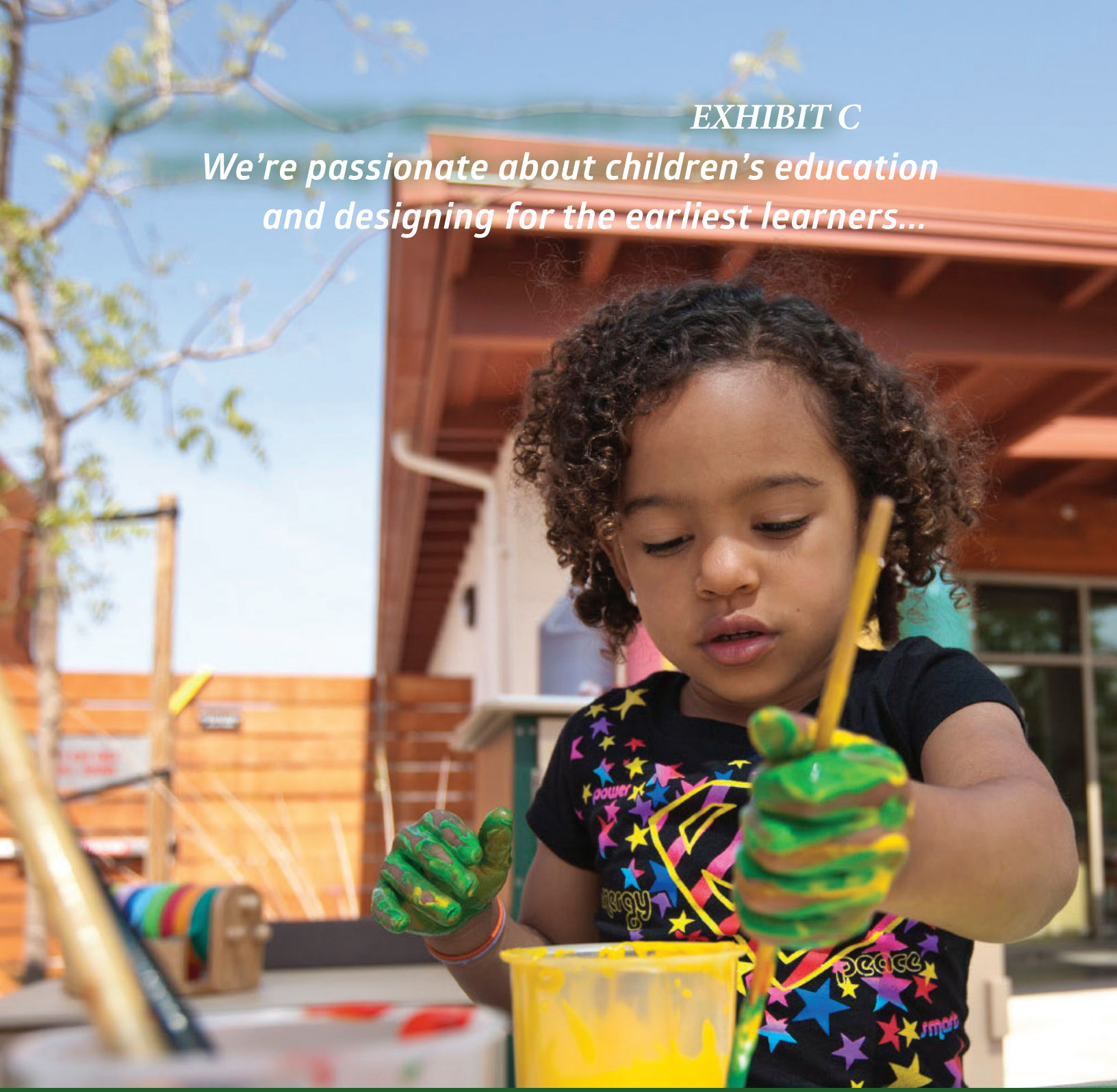


EXHIBIT C

We're passionate about children's education and designing for the earliest learners...

27 August 2020

OAKLAND UNIFIED SCHOOL DISTRICT

Statement of Qualifications for Architectural Services for Laurel Child Development Center

gouldevans

August 27, 2020

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

RE: Statement of Qualifications for Architectural Services for Laurel Child Development Center

Dear Mr. Nakadegawa and Members of the Selection Committee:

It is our pleasure to submit this Statement of Qualifications to provide Architecture Services for Oakland Unified School District (OUSD) for the new Laurel Child Development Center. We were drawn to OUSD's Vision, "All OUSD students will find joy in their academic experience while graduating with the skills to ensure they are caring, competent, fully-informed, critical thinkers who are prepared for college, career, and community success." Our "why" also speaks to this vision—**We want to contribute to the future of our communities and support the development of future generations of leaders within our communities.** The following package demonstrates our unique qualifications to assist your District achieve your Vision, Mission, Priorities and Commitments as they relate to the Laurel Child Development Center.

Key qualities that set Gould Evans apart:

- **We believe in student-centered, student-driven outcomes.** Gould Evans shares Oakland Unified School District's commitment to, "Provide every student with access to a high-quality school." Our learning environments impact student success by increasing engagement among students and faculty. We will commit to community and stakeholder engagement to achieve successful outcomes for your students.

- **Our User Experience-based design approach replaces theory with proven solutions.** The Laurel Child Development Center will help to enhance the programmatic performance and learning outcomes for your students—always critical in the nurturing of high-achieving districts in diverse communities. We aim to inspire students in their ongoing intellectual pursuits through beautifully designed facilities which are designed as equitable spaces to engage and reflect your diverse community.

- **Universal Design for Learning (UDL).** This acknowledges learner variability and removing barriers to learning. Gould Evans has an exclusive partnership with two national UDL organizations and since the founding of UDL 25 years ago there had not been any space parameters to drive UDL in physical environments. Our team was invited to partner in the development of space design criteria that augments and amplifies UDL practices.

- **Our goal is to design inventive, sustainable, energy-efficient buildings which are carefully detailed and incorporate the latest developments in building science.** Our projects, whether modernizations or new construction, are buildable, durable and function well. We have completed more than 30 LEED Certified buildings, including several which are Gold and Platinum certified. Gould Evans also designed a CHPS Verified renovation and classroom building addition project at Montclair Elementary School for OUSD which included an edible garden, green roof, and bioswale.

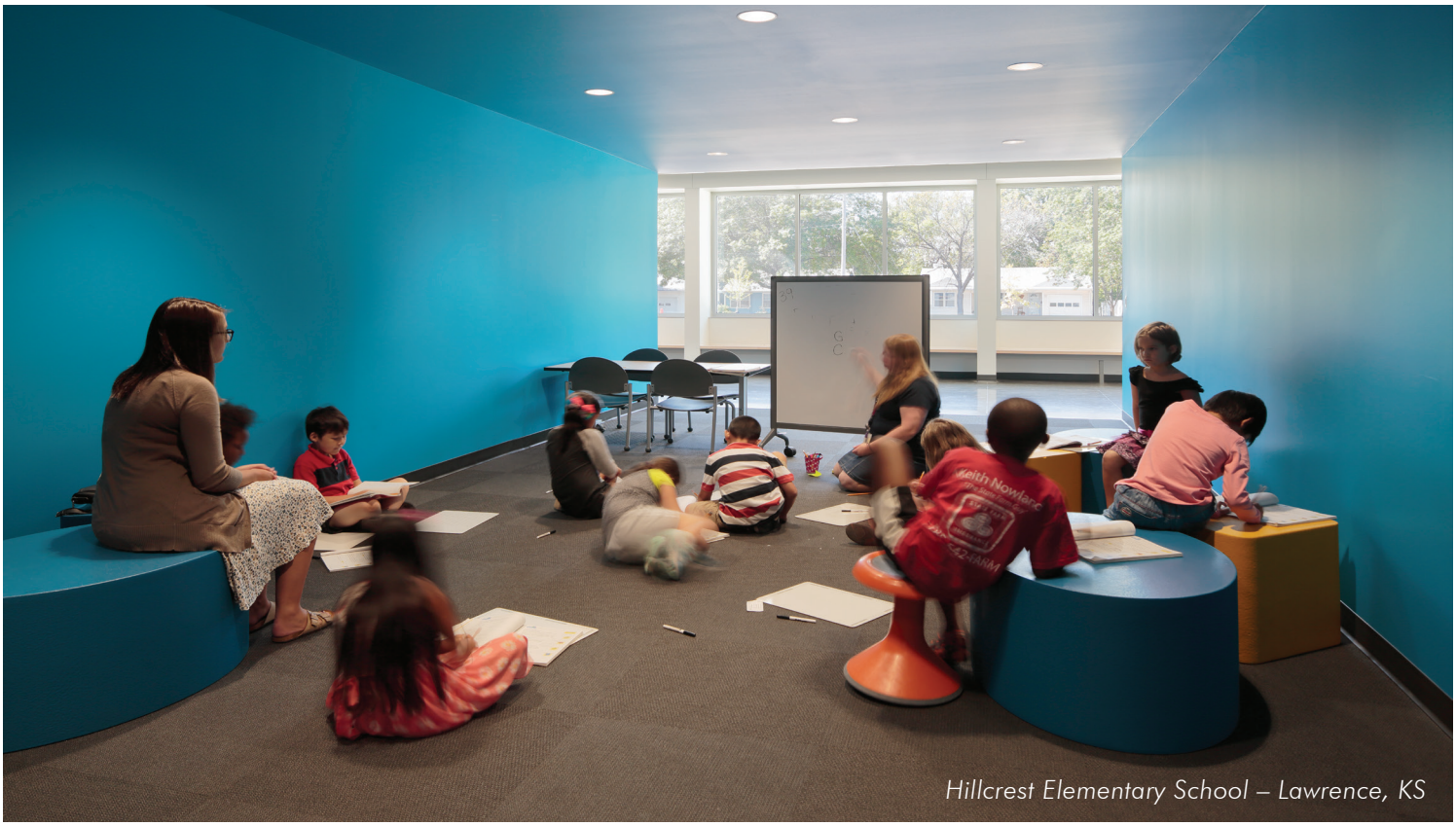
Gould Evans received a copy of the District's Agreement attached as EXHIBIT A to the RFQ/P. Gould Evans has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, Gould Evans has no objections to the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

Gould Evans 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 look forward to hearing from you in the near future.

Sincerely yours,

Lauren Maass, AIA, LEED AP BD + C | Principal, Gould Evans
lauren.maass@gouldevans.com | 415.844.2114 (direct) | 415.503.1411 (office) | 415.503.1471 (fax)
95 Brady Street, San Francisco, CA 94103 | www.gouldevans.com



Hillcrest Elementary School – Lawrence, KS

2.3 EXECUTIVE SUMMARY

The Gould Evans design team is excited to submit our unique approach and qualifications to Oakland Unified School District for many reasons including our team's strong passion for and interest in education work. We understand the impact the built environment can have on learners, especially early learners, and are committed to designing to enhance learning outcomes and student success.

Our approach and philosophy is strongly rooted in **listening** and in **asking big questions** to understand the heart of this specific Oakland community's aspirations. Essentially, we will strive to partner with OUSD to clearly identify guiding principles for your Laurel Child Development Center project (which may range from where it would be best to allocate funds for the most impact, how to further strengthen community partnerships, and how to create uniquely OUSD learning and professional development environments that will remain adaptable and relevant throughout the 21st Century). We then develop innovative solutions which best deliver on these goals.

Regarding our firm qualifications, Gould Evans is one of the leading education design firms in the country. Since our founding in 1974, we have assisted hundreds of school districts, private institutions and higher education clients with facility planning and design. **We pride ourselves on our people—their creativity, critical thinking, resourcefulness and partnership are the foundation of our success.** We believe partnership is not about compromise. It is the expression of individual talents made manifest through a shared vision. The Laurel Child Development Center for OUSD needs to reflect all aspects of this Oakland community and your district-wide core values: "Students First, Equity, Excellence, Integrity, Cultural Responsiveness, and Joy."

We are able to leverage our diverse portfolio and building types—education buildings, libraries of the future, civic spaces, cultural institutions, athletic facilities, workplaces, hospitality, residences, environmental branding, and urban and campus planning. While many firms specializing in school work practice a cookie cutter, or prototype approach, each of our projects seeks unique inspiration from the client's specific needs, culture, and locale.

DOCUMENT 00 40 05
WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, provides:

> "Every employer except the state shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, … "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Gould Evans Inc.
Name of Contractor

Signature

Lauren M. Maass, Principal
Print Name

05 November 2020
Date

(In accordance with Article 5 (commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DOCUMENT 00 42 00
DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 *et seq*., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace;
(2) The person's or organization's policy of maintaining a drug-free workplace;
(3) The availability of drug counseling, rehabilitation and employee-assistance programs;
(4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq*.

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq*. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Gould Evans Inc.

Name of Contractor

Signature

Lauren M. Maass, Principal

Print Name

05 November 2020

Date

DOCUMENT 00 43 00
FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
(Education Code Sections 45125.1 and 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided to you, the bidding contractor, simply to assist such entities with compliance with the law.

1. The Owner has determined that your employee(s), or you as a sole proprietorship, will have more than limited contact with students, therefore the Owner requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see ***Attachment A*** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of justice pursuant to Education Code section 45125.1(a).

   c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

   Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see ***Attachment B*** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing the construction, reconstruction, rehabilitation or repair services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).) If you use one or more of these three methods, you must submit the

Independent Contractor Student Contact Form (see ***Attachment B*** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: 05 November 2020

Signature

Name: Lauren M. Maass

Title: Principal

ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any

burglary of the first degree; (19) Robbery or bank robbery;
(20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

Note: This document must be executed and submitted before Contractor may commence any work.

Contractor Firm Name: _____
Supervisor/Foreman Name: _____
Start Date: _____
Completion Date: _____
Location of Work: _____
Hours of Work: _____
Length of Time on Grounds: _____
Number of Employees on the Job: _____

Yes	No	
[ ]	[ ]	Employees or sole proprietor will have more than limited contact with students as determined by Owner or Contractor, but if determined by Contractor, please explain the basis for such determination: _____ _____

If "yes" is checked above, my contracting firm will use the following methods to ensure student safety (check at least one):

[ ] A physical barrier will be installed at the worksite to limit contact with pupils.

[ ] If you are not a sole proprietorship, employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

_____

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

_____

Name of employee who is the custodian of the Department of Justice verification information:

_____

[ ] The Owner has agreed that my employees or sole proprietor will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____ _____

Signature

Typed Name: _____

Title: _____

Contractor: _____

ROOF PROJECT CERTIFICATION

(Public Contract Code §3006(a) and (b))
To Be Executed by Bidder and Submitted With Bid

I, Lauren M. Maass [*name*], Gould Evans, Inc. [*name of employer*], certify that I have not offered, given , or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, I, Lauren M. Maass [*name*], Gould Evans, Inc. [*name of employer*], certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing, consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, Lauren M. Maass [*name*], Gould Evans, Inc. [*name of employer*], have the following financial relationships, with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

_____
[*name and address of building, contract date and number*]

_____
[*name and address of building, contract date and number*]

_____
[*name and address of building, contract date and number*]

_____
[*name and address of building, contract date and number*]

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

_____ Signature 05 November 2020 Date

Lauren M. Maass Print Name

Gould Evans, Inc. Print Name of Employer

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Laurel Child Development Center Project	**Site**	131

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	Gould Evans	Agency's Contact	Lauren Maass				
OUSD Vendor ID #	001901	Title	Principal				
Street Address	95 Brady Street	City	San Francisco	State	CA	Zip	94110
Telephone	415-312-1952	Policy Expires					
Contractor History	Previously been an OUSD contractor? **X** Yes ☐ No	Worked as an OUSD employee? ☐ Yes **X** No					
OUSD Project #	17126						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-10-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-9-2023
		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)	$794,100.00
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
9650 9750	**Fund 21 Msr J**	**210-9650-0-9750-8500-6215-131-9180-9905-9999-99999**	**6215**	**$794,100.00**

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 for Kenya Chatman	Date Approved	11/10/2020	
2.	**General Counsel, Department of Facilities Planning and Management**			
	Signature Lozano Smith, as to form only	Date Approved	11/10/20	
3.	**Interim Deputy Chief, Facilities Planning and Management**			
	Signature	Date Approved	11/10/2020	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT