

Board Office Use: Legislative File Info.	
File ID Number	25-2868
Introduction Date	12-18-2025
Enactment Number	
Enactment Date	



Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Pranita Ranbhise, Executive Director, Facilities Planning & Management

Board Meeting Date December 18, 2025

Subject Amendment No. 1, Agreement for General Services – Perkins Eastman Architects DPC – Facilities Master Planning Services Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, of Agreement for General Services by and between the District and Perkins Eastman Architects DPC, Oakland, CA, to continue providing consultant services, including planning recommendations, to incorporate water testing data and develop a comprehensive, data-driven, district-wide strategy with three options and corresponding cost estimates for the Facilities Master Planning Services Project, and extending the term of the Agreement from **September 26, 2024 through December 31, 2025, to May 30, 2026**, an (additional 150 days). All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for continued recommendations to the Facilities Master Plan services and extending the term of the Agreement.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1, of Agreement for General Services by and between the District and Perkins Eastman Architects DPC, Oakland, CA, to continue providing consultant services, including planning recommendations, to incorporate water testing data and develop a comprehensive, data-driven, district-wide strategy with three options and corresponding cost estimates for the Facilities Master Planning Services Project, and extending the term of the Agreement from September 26, 2024, through December 31, 2025, to May 30, 2026, an (additional 150 days). All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Bond Program: Fund 21: Measure J and Y Lead Abatement Funds

Attachments

- Amendment No. 1, including Exhibits
- Routing Form
- File ID: 24-2160

AMENDMENT NO. 1

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Perkins Eastman Architects DPC**. OUSD entered into an agreement with CONTRACTOR for services on **September 26, 2024** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Facilities Master Planning Services 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: To provide a time extension to the term and additional scope of work which include, supporting the District in developing a comprehensive, districtwide strategy for lead-in-water testing, mitigation, and long-term management. The consultant team will prepare three districtwide strategy options, each including operational and capital considerations, required staffing, risks, and cost estimates at the school level (based on fixture counts). Strategies will incorporate both short-term operational responses and long-term capital interventions, such as plumbing upgrades and pipe replacement. All strategies, cost estimates, and planning recommendations will be fully integrated into the Facilities Master Plan, including a dedicated chapter outlining districtwide approaches and potential phased implementation. Work includes up to three coordination meetings specific to this scope as described in the Proposal dated November 6, 2025, attached to this Amendment as Exhibit A.

- 2. Terms (duration):** ☐ The term of the contract is unchanged. ☒ The term of the contract has changed.
If term is changed: The contract term expiration date is **May 30, 2026**.

- 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: _____.

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

Prior to this amendment, the not-to-exceed total contract price was _____, and after this amendment, the not-to-exceed total contract price will be: _____.

- 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. Any terms and conditions contained in Contractor's proposal, other than those defining the scope of work, shall be of no force and effect. There are no additional costs for services under this Amendment.

5. Amendment History:

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

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

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


OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President,
Board of Education

Date

Denise Gail Saddler, Ed.D., Interim Superintendent
and Secretary, Board of Education

Date




Preston Thomas (Dec 1, 2025 16:03:11 PST)
Preston Thomas, Chief Systems &
Services Officer

Dec 1, 2025

Date

Approval as to form:



James Traber, Esq.
General Counsel, Facilities

12/1/2025

Date

**CONTRACTOR: Perkins Eastman Architects
DPC**



Contractor Signature

11/26/2025

Date

Patrick Davis, Principal-in-Charge
Print Name, Title

EXHIBIT "A"

Scope of Work for Amendment

Contractor Name: Perkins Eastman Architects DPC

1. Detailed Description of Services to be provided: To provide a time extension to the term and additional scope of work which include, supporting the District in developing a comprehensive, districtwide strategy for lead-in-water testing, mitigation, and long-term management. The consultant team will prepare three districtwide strategy options, each including operational and capital considerations, required staffing, risks, and cost estimates at the school level (based on fixture counts). Strategies will incorporate both short-term operational responses and long-term capital interventions, such as plumbing upgrades and pipe replacement. All strategies, cost estimates, and planning recommendations will be fully integrated into the Facilities Master Plan, including a dedicated chapter outlining districtwide approaches and potential phased implementation. Work includes up to three coordination meetings specific to this scope.as described in the Proposal dated November 6, 2025, 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



November 6, 2025

Pranita Ranbhise
Executive Director, Facilities Planning and Management
Oakland Unified School District
1011 Union Street
Oakland, CA 94607

Project Name: Oakland Unified School District FMP and Lead in Water Planning

Dear Ms. Ranbhise,

Perkins Eastman is pleased to provide this fee proposal for professional services to continue our support with Oakland Unified School District with long-range facility planning.

A. Scope of Services

Added scope of work

Support the District in developing a comprehensive, districtwide strategy for lead-in-water testing, mitigation, and long-term management. The consultant team will prepare three districtwide strategy options, each including operational and capital considerations, required staffing, risks, and cost estimates at the school level (based on fixture counts). Strategies will incorporate both short-term operational responses and long-term capital interventions, such as plumbing upgrades and pipe replacement.

All strategies, cost estimates, and planning recommendations will be fully integrated into the Facilities Master Plan, including a dedicated chapter outlining districtwide approaches and potential phased implementation. Work includes up to three coordination meetings specific to this scope.

Add Alternate (Optional): Salesforce-Based Database Support

SalUT can provide design guidance, configuration support, and staff training for a Salesforce-based water-testing and filter-management database, modeled on systems used in other districts. This includes standing up the platform and aligning it with OUSD workflows. Salesforce licensing costs are not included.

PERKINS — EASTMAN

Finally, all recommendations will be folded into the Facility Master Plan currently in development, ensuring that lead in water mitigation strategies are fully integrated into the district's long-range planning framework and capital improvement priorities. Our scope anticipates having 3 additional coordination meetings to discuss the scope, strategies, and outcomes. These meetings would be in addition to general FMP coordination. The scope anticipates Perkins Eastman and SaLUT developing district-wide recommendations, cost estimates, operational considerations, staffing considerations and an overall impact analysis of potential intervention strategies.

In addition to planning and technical support, SaLUT can provide guidance and training to OUSD around a database platform to track, manage, and schedule water testing and filter deployment across district facilities. Drawing on SaLUT's experience in building a Salesforce-based application for the District of Columbia, we propose guiding and training OUSD on the development of a similar system tailored to OUSD's needs. This platform would allow the district to centralize testing data, monitor compliance, and automate scheduling for both testing cycles and filter replacements. Our team would support standing up the application, advising on the configuration to support it for OUSD's operational workflows, and providing the necessary training to district staff to ensure effective long-term use and management.

The proposal does not include any costs related to Salesforce licensing.

B. Schedule

Perkins Eastman anticipates the extension of our agreement through the end of ~~February~~ May 2026.

C. ~~Fees~~

Task	Base Fee	Optional Fee
Water Quality Planning and Incorporation into FMP	\$38,000	
Salesforce Database (Add alternate)		\$15,000
Total	\$38,000	\$15,000

D. Conclusion

We sincerely appreciate the opportunity to submit this proposal to OUSD and look forward to continuing our partnership on this Project. If this Proposal meets with your acceptance, please sign below and return a digital copy to me at your earliest convenience. If you should have any comments or questions, please do not hesitate to contact me at 443-797-9499.

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Facilities Master Planning Services Project	Site	918
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Basic Directions

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

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

Contractor Name	Perkins Eastman Architects DPC.	Agency's Contact	Patrick Davis				
OUSD Vendor ID #	001423	Title	Principal				
Street Address	1212 Broadway, Suite 1000	City	Oakland	State	CA	Zip	94612
Telephone	202-239-4596	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	24119						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	09-26-2024	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)	5-30-2026

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	\$ 0
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
7710/9000	Fund 35	350-7710-0-9000-8500-6289-918-9180-9003-9999-24119	6289	\$ 0

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature <u><i>Pranita Ranbhise</i></u> <small>Pranita.Ranbhise (Dec 1, 2025 15:27:27 PST)</small>	Date Approved	Dec 1, 2025		
2.	Counsel, Facilities				
	Signature <u><i>James Traber</i></u>	Date Approved	12/1/2025		
3.	Chief Systems & Services Officer				
	Signature <u><i>Preston</i></u> <small>Preston Thomas (Dec 1, 2025 16:03:11 PST)</small>	Date Approved	Dec 1, 2025		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	24-2160
Introduction Date	09-25-2024
Enactment Number	24-1800
Enactment Date	9/25/2024 os



Memo

To	Board of Education
From	Kyla Johnson-Trammell, Superintendent; Preston Thomas, Chief Systems & Services Officer; Kenya Chatman, Executive Director of Facilities
Board Meeting Date	September 25, 2024
Subject	Agreement for General Services Agreement – Perkins Eastman Architects DPC – Facilities Master Planning Services Project – Division of Facilities Planning and Management
Action Requested	Approval by the Board of Education, upon recommendation by the Facilities Committee, of a General Services Agreement by and between the District and Perkins Eastman Architects DPC, Oakland, CA, for the latter to produce a long-term Facilities Master Plan that supports Oakland Unified School District’s planning by aligning the plan to the District’s strategic initiatives, Board Policies key federal, state, county and city initiatives for Facilities Master Planning Services Project , in the not-to-exceed amount of \$1,352,835.00 , which includes a not-to-exceed amount of \$1,229,850.00 for Basic Services, and a not-to-exceed contingency amount of \$122,985.00 , as the selected consultant, with work scheduled to commence on September 26, 2024 , and scheduled to last until December 31, 2025 , pursuant to the Agreement.
Discussion	Consultant was selected using a fair, competitive RFP process based on their demonstrated competence and professional qualifications. (Government Code §§4529.10 et seq.)
LBP (Local Business Participation Percentage)	70.00%
Recommendation	Approval by the Board of Education, upon recommendation by the Facilities Committee, of a General Services Agreement by and between the District and Perkins Eastman Architects DPC, Oakland, CA, for the latter to produce a long-term Facilities Master Plan that supports Oakland Unified School District’s planning by aligning the plan to the District’s strategic initiatives, Board Policies key federal, state, county and city initiatives for Facilities Master Planning Services Project, in the not-to-exceed amount of \$1,352,835.00, which includes a not-to-exceed amount of \$1,229,850.00 for Basic Services, and a not-to-exceed contingency amount of \$122,985.00, as the selected consultant, with work scheduled to commence on September 26, 2024, and scheduled to last until December 31, 2025, pursuant to the Agreement.
Fiscal Impact	Fund 21, Measure Y
Attachments	<ul style="list-style-type: none"> Contract Justification Form Agreement, including Exhibits

- Certificate of Insurance; Routing Form



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 24-2160

Department: Facilities Master Planning Services Project

Vendor Name: Perkins Eastman Architects DPC

Project Name: Facilities Master Planning Services Project

Project No.: 24119

Contract Term: Intended Start: 09/26/2024

Intended End: 12/31/2025

Total Cost Over Contract Term: \$ 1,352,835.00

Approved by: Preston Thomas

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? ☒ Yes (No if Unchecked)

How was this contractor or vendor selected?

The consultant was selected using a fair, competitive RFP process based on their demonstrated competence and professional qualifications.

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

Produce a long-term Facilities Master Plan that supports Oakland Unified School District's planning by aligning the plan to District strategic initiatives, board policies, and key federal, state, county, and city initiatives.

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?

Best value scoring based on qualifications and price was used instead of selection based solely on lowest price.

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 (including sole source) – *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 RFQ/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:

- ☒ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a 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 \$114,500 or less (as of 1/1/24)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$114,500 (as of 1/1/24)
- ☐ 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 \$114,500 (as of 1/1/24)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

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

The consultant was selected using a fair, competitive RFP process based on their demonstrated competence and professional qualifications.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective **September 26, 2024** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and Perkins Eastman Architects DPC (“Consultant” and together with District, the “Parties”).

1. **Consultant Services.** Consultant agrees to provide the following services to District (collectively, the “Basic Services”): For the Facilities Master Planning Services (“Project”), and providing services and advice for strategic facilities optimization (as further described in **Exhibit A** to this Agreement). Consultant shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Consultant agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Consultant under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by consultants specially qualified to provide the services required by the District.

2. **Consultant Qualifications.** Consultant represents and warrants to District that Consultant, and all of Consultant’s employees, agents or volunteers (the “Consultant Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Consultant and any Consultant Parties performing Services shall be competent to perform those Services.

3. **Term.** The term for performance of the Services shall be the duration of the Project (“Term”), except as otherwise stated in Section 4 below, and Consultant shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Consultant or the Consultant Parties. In the event of early termination, Consultant shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Consultant, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** District may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Consultant if (1) Consultant materially breaches any of the terms of this Agreement; (2) any act or omission of Consultant or the Consultant Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Consultant is adjudged a bankrupt; (4) Consultant makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Consultant’s insolvency; or (6) Consultant or Consultant Parties fail to

comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Consultant's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Consultant based on the hourly rates listed in **Exhibit B** for Services satisfactorily performed. Consultant shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Consultant for Services under the Agreement shall not exceed One Million Three Hundred Fifty-Two Thousand Eight Hundred Thirty-Five Dollars (\$1,352,835.00), which consists of a not-to-exceed amount of One Million Two Hundred Twenty-Nine Thousand Eight Hundred Fifty Dollars (\$1,229,850.00) for performance of the Basic and Optional Services, and a not-to-exceed contingency amount of One Hundred Twenty-Two Thousand Nine Hundred Eighty-Five Dollars (\$122,985.00) for performance, subject to District approval, of any Additional Services. Consultant acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Consultant shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Consultant based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Consultant shall not submit its invoices to District more frequently than monthly. Consultant will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

5.1 **Reimbursement for Certain Expenses.** Consultant shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Consultant's expenses.

6. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, the Consultant Parties or their respective agents, subConsultants, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Consultant's obligations under this Agreement, including, but not limited to Consultant's or the Consultant Parties' use of the site, Consultant's or the Consultant Parties' performance of the Services, Consultant's or the Consultant Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Consultant at its sole cost and expense shall provide and furnish all

tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Consultant or the Consultant Parties, even if such Equipment is furnished, rented or loaned to Consultant or the Consultant Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Consultant must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Consultant's liability, or indemnification obligations set forth in Section 6 above, Consultant shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*; and (iv) professional liability insurance covering errors and omissions. Errors and Omissions Insurance: errors and omissions insurance on an claims made basis with a limit of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000.00).

Neither Consultant nor any of the Consultant Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Consultant's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Consultant Status.** The Parties agree that Consultant is free from the control and direction of District in connection with Consultant's performance of the Services. Consultant is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Consultant certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Consultant understands and agrees that Consultant and the Consultant Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Consultant pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. Unless required by law, District will not withhold any money from fees payable to Consultant, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. If

applicable, Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant and the Consultant Parties and otherwise in connection with this Agreement.

11. Fingerprinting/Criminal Background Investigation Certification. Consultant and the Consultant Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. Before performing any Services, Consultant shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Consultant further agrees and acknowledges that if at any time during the Term of this Agreement Consultant learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Consultant or Consultant Parties add personnel who will provide Services under this Agreement, Consultant shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

12. Tuberculosis Certification. Consultant and the Consultant Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Consultant hereby represents and warrants to District the following:

A. ☐ Consultant and Consultant Parties will **only have limited contact or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. ☐ The following Consultant and Consultant Parties will have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Consultant shall maintain on file the certificates showing that the Consultant and Consultant Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

Consultant further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Consultant and Consultant Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. Confidential Information. All District information disclosed to Consultant during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed

to any other persons or parties excepts as authorized by District or required by law. Consultant shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Consultant shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Consultant shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

15. **Severability.** 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 of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved by the District's governing board.

17. **Governing Law.** 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 of Alameda, 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.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Consultant at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 and confidentiality of records. Consultant agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** 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.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

25. **Reports.** Consultant shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and sub-consultants. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Consultant shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, 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 Consultant under this Agreement ("Documents") shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Consultant will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Consultant's files for a period of no less than fifteen (15) years. Consultant shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** 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 the Documents ("Intellectual Property") not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Consultant shall require any and all sub-consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such sub-consultants or consultants that they provided to Consultant as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Consultant represents and warrants that Consultant has the legal right to license the Intellectual Property that Consultant, its sub-consultants prepare or cause to be prepared under this Agreement.

28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous

oral agreement, nor explained or supplemented by evidence of consistent additional terms.

29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

33. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. 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.

34. **Forms.** Prior to performing any Services, Consultant shall prepare, execute, and submit all forms that may be required by law for this Agreement. If a form is necessary, Consultant shall use the District's versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District requires Consultant to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

36. **Designation of Key Personnel.** The individuals specified in the attached *Exhibit D* shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Consultant on this project without first obtaining the written approval of the City Manager.


37. **Conflict of Interest.** Consultant warrants that neither Consultant nor any of its employees, agents, or sub-consultants has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District's governing board, District shall give Consultant written notice to proceed with the Services. Such notice may authorize Consultant to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Consultant shall diligently proceed with the Services authorized and complete it within the agreed time period.


39. **California Residency.** Consultant **is** a resident of the State of California.

* * * * *


CONSULTANT:
PERKINS EASTMAN ARCHITECTS DPC

By: 
Name: Patrick Davis
Title: Principal-in-Charge

OWNER:
OAKLAND UNIFIED SCHOOL DISTRICT

Signature:  Date: 9/26/2024
Name: Benjamin Sam Davis
Title: Board of Education President

Signature:  Date: 9/26/2024
Name: Kyla Johnson-Trammell
Title: Superintendent and Secretary, Board of Education

Signature:  Date: Aug 28, 2024
Preston Thomas (Aug 28, 2024 22:40 PDT)
Name: Preston Thomas
Title: Chief Systems & Services, Officer

Approved as to Form:
 8/27/24
OUSD Facilities Legal Counsel Date

Address for Consultant Notices: Perkins Eastman Architects DPC 1212 Broadway, Suite 1000 Oakland, CA 94612	Address for District Notices: Oakland Unified School District Facilities Planning & Management Dept. 955 High Street Oakland, CA 94601
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EXHIBIT A

Scope of Services



July 12, 2024

Pranita Ranbhise
Director, Facilities Planning and Management
Oakland Unified School District

RE: Response to RFQ/P, Facilities Master Planning Services Including Strategic Facilities Optimization Project No. 24119

Dear Pranita,

Oakland Unified School District's Facilities Master Plan will provide a road map for learning environment improvements that will address the needs of students today, while also preparing for the future. Now more than ever we understand the importance of school design and the significance of innovative school facilities. Schools are not just buildings where teachers come to teach, and students come to learn. A healthy and responsive school building has the potential to inspire our next generation of leaders through the support of their academic, social, and emotional needs. The FMP for Oakland Unified School District will be a collaborative effort that will identify strategies to maximize the system-wide return on investment through strategic and thoughtful improvements to school facilities.

Approach

At Perkins Eastman, we are proven leaders in understanding how the built environment impacts students and staff. Throughout the master plan development, we will align our research-backed approach with the mission and core values of the District to develop an evaluation and prioritization framework. Our approach is not to treat this opportunity as just a project about buildings, but rather a mission to develop a deep understanding of what makes each of the schools in the District special for students to learn and prepare for the future. We know that these plans cannot be created in a silo. The community will play a vital role in the development of the plan, and we will work to incorporate the opinions of all voices in the process.

Perkins Eastman brings a spirit of innovation to every project, leveraging cutting-edge tools and methodologies to better understand the challenges and opportunities faced by the Oakland Unified School District. Our approach incorporates advanced data analytics, state-of-the-art facility condition assessments, and comprehensive educational adequacy evaluations to provide a holistic view of the district's needs. We also employ interactive workshops and stakeholder engagement sessions to gather diverse perspectives and foster creative problem-solving. This innovative approach ensures that our plans are visionary, actionable, tailored to the specific context of the district, and capable of driving meaningful improvements in the educational environment. Our commitment to continuous improvement and adoption of best practices from across the country positions us to deliver a Facilities Master Plan that is both forward-thinking and practical.

Personnel

Members of our team have worked for school districts in a similar capacity and understand the challenges and complexities that come with making difficult decisions. We know what it takes to overcome these obstacles to make sound, fiscally responsible, and impactful decisions in the development of a plan that you can implement. Our work with you will be grounded in a realistic vision. As the former Chief Operating Officer for the District of Columbia Public Schools, Patrick Davis will lead our efforts for OUSD.

Your inclusion of requiring sustainable design knowledge and experience in your request is in alignment with our firm-wide approach to sustainability. Perkins Eastman is a national sustainable design leader with eight Net Zero school projects, the two highest LEED Schools projects in the world. Our Planning Principal proposed for this project, Patrick Davis, is also on the CHPS National Board. We are well positioned to support OUSD prepare for the future.

Subconsultants

Led by AECOM, our conditions assessment teams are industry leaders around the world and locally in the Bay Area. AECOM has led facility conditions assessments around the world and have assessed more than a billion square feet of facilities. To bolster our engagement team, we are excited to continue our partnership with Contingo, a proven voice in the community.

Why Perkins Eastman?

Perkins Eastman is the ideal partner for developing the long-range facilities master plan for the Oakland Unified School District, bringing extensive experience and a proven track record with facilities master plans both in California and nationwide. Our expertise spans large urban school districts, ensuring we understand the unique challenges and opportunities these environments present. With a deep commitment to engaging with both internal and external stakeholders, we ensure that our plans align with district visions and goals while being grounded in comprehensive analysis of building and enrollment data, facility condition assessments, and educational adequacy evaluations. Our approach is collaborative, inclusive, innovative, transparent, and sound.

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

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

Sincerely,

Patrick Davis, Principal-in-Charge
Person authorized to submit the Statement of Qualifications on behalf of the firm
Email: P.davis@perkinseastman.com
Tel: +1 202 239 4596

LEGAL NAME:
Perkins Eastman Architects (P)C
3212 Broadway, Suite 1000, Oakland, CA 94612 | +1 510 954 2544



EXHIBIT B

Hourly Rates

2.3.6 ANTICIPATED SUB-CONSULTANTS WITH TASKS AND FIRM INFORMATION

At Perkins Eastman, we maintain a network of trusted consultants with whom we have established existing relationships. These are firms with which we have established a stable and collaborative partnership.

SUB-CONSULTING FIRM	TASKS	FIRM INFORMATION
AECOM (LIA)	Consulting	Kaiser Center, 300 Lakeside Dr, Oakland, CA 94612 510.893.3600 www.aecom.com
YEI Engineers, Inc. (SBE, DBE, LBE)	MEP Engineering/ Fire Protection	7677 Oakport St., Suite 200, Oakland, CA 94621 510.383.1050 www.yeiengineers.com
Calichi Design Group (SLBE, VSLBE)	Civil Engineering	3240 Peralta St #3, Oakland, CA 94608 510.250.7877 www.calichi.com
IDA Structural Engineers (SLBE)	Structural Engineering	1629 Telegraph Ave, Oakland, CA 94612 503.476.3899 www.ida-se.com
PGA Design (SLBE, SBE)	Landscape Architecture	444 17th St, Oakland, CA 94612 510.465.1284 www.pgadesign.com

2.4 Litigation

Perkins Eastman’s educational projects within the past five years are conflict free, with no litigation, arbitration, mediation or claims. Perkins Eastman works hard to develop a quality set of documents, to communicate effectively, and to work collaboratively on our client’s behalf to resolve issues raised during project delivery to avoid claims or unresolved disputes, and to keep projects moving to support budget and schedule constraints. Perkins Eastman has had no terminations, civil litigation, judgments for filing false claims, suits, active or pending that would affect our ability to deliver the services necessary to complete work for your FMP project.



MONROE HIGH SCHOOL CREATIVE ARTS PROGRAM | NORTH HILLS, CALIFORNIA

2.5 Professional Fees

2.5.1 NOT-TO-EXCEED FEE

TASK	BASE NTE FEE	OPTIONAL FEE	10% CONTINGENCY
Part A: Review of Existing Material		\$84,000	
Review of previous FMP's and Data			
Visioning Session			
Database development			
Site updates (9 sites)			
Dashboard Development			
Part B: Site Assessments		\$590,000	
Capacity Evaluation (review and update of existing data)			
On Site Capacity Verification		\$55,000	
Educational Adequacy Assessment		\$55,000	
Facility Condition Assessments			
Cost Estimate			
Part C: Development of the FMP		\$235,000	
Electrification Recommendations			
ECE Recommendations			
HVAC Recommendations			
Strategic Facility Objectives			
Future investment strategies			
Site-Specific Recommendations			
Bi-weekly project meetings (virtual, in person as needed)			
Part D: Community Engagement		\$180,850	
12 Community Meetings			
2-3 surveys			
Interactive webpage support			
PSAC Engagement (3 meetings)			
Online Map Survey Tool		\$30,000	
TOTAL	\$1,089,850	\$140,000	\$122,985
TOTAL + OPTIONAL FEE + 10% CONTINGENCY		\$1,229,850	\$1,352,835

2.5.2 CONSULTANT AND SUB-CONSULTANT HOURLY BILLING RATES AND COST BREAKDOWN

PERKINS EASTMAN ARCHITECTS		CALICHI - CIVIL ENGINEERING	
Principal	\$285	Principal	\$245
Project Manager	\$275	Project Manager	\$185
Architect of Record	\$275	Project Engineer	\$155
Senior Project Architect	\$215	Designer	\$125
Intermediate Architect	\$185	Administrative / Accounting	\$50
Junior Architect	\$165		
Senior Designer	\$225		
Designer	\$140		
CADD / BIM	\$125		
Administrative Support	\$85		
AECOM - CONSULTING		PGADESIGN - LANDSCAPE ARCHITECTURE	
Program Manager	\$250	Principal	\$270
AECOM Project Manager	\$175	Senior Landscape Architect	\$182 - \$185
AECOM FCA SME	\$165	Landscape Architect	\$170 - \$180
AM Assessor II	\$135	Associate	\$170 - \$180
AM Assessor III	\$155	Landscape Designer	\$155
AM Sr Cost Estimator	\$165	Technician / CAD	\$160
AM Senior Quality Analyst	\$225	Irrigation Designer	\$170
		Financial Manager	\$185
		Administration	\$90
YEI - MEP ENGINEERING		IDA - STRUCTURAL ENGINEERS	
Principal	\$285	Principal	\$235 - \$275
Project/Lead Engineer	\$279	Principal Civil Engineer	\$215
Senior Engineer	\$250	Associate / Structural Engineer	\$215
Engineer	\$232	Civil Engineer	\$165 - \$175
Design Engineer	\$217	Structural Designer II	\$155
AutoCAD/Draftsperson	\$143	Structural Designer I	\$140
Administrative Support	\$100	BIM Manager	\$140 - \$145
		Revit Modeler II	\$125
		Revit Modeler I	\$115
		Administrative Staff	\$80 - \$105

*Fees are effective until the end of December 2024.

2.6 Additional Data

INVESTING IN OUR FUTURE



SCOPE: 9 total public schools across Washington, DC
4 Non-modernized schools
 2 elementary, 1 middle, 1 elementary + middle school
5 Modernized schools
 3 elementary and 2 middle schools

It is estimated that 53% of U.S. public schools need renovations or modernizations to be considered in good overall condition, the cost of which would total around \$197 billion. Knowing that this level of funding is no small ask for school districts and taxpayers across the country, this study aimed to quantify the broader impact school improvements and modernizations can have on student and teacher well-being, satisfaction, and performance in order to create additional justification for the considerable financial expenditure required to upgrade existing school buildings.

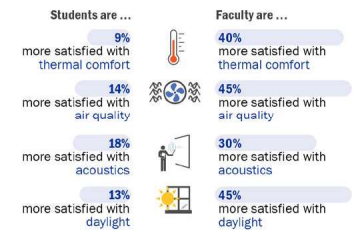
In early 2018, Perkins Eastman partnered with the District of Columbia Public Schools on a study, co-sponsored by J+J Flooring Group, to quantify the benefits of the District's school modernization efforts. In order to improve learning environments, staff satisfaction, and student performance, the District of Columbia has invested funds into completing full renovations of many of its aging non-modernized school buildings to create high-performance, 21st-century learning environments.

The paper describes the findings of the study, which looked at the perceived satisfaction of both students and faculty, on-site measurement of Indoor Environmental Quality (IEQ), and archival data collected by the school district. All of these factors are compared between modernized versus non-modernized facilities to assess the success of the modernization efforts in improving the learning environment. It was found that in almost all IEQ factors, modernized schools saw improvements in both measured conditions and occupant's satisfaction over non-modernized schools.

How School Modernization Impacts Indoor Environmental Quality and Occupants:



In Modernized Schools



Overall Environmental Quality

These visuals show how, by almost every metric studied, the modernized schools were performing **significantly better on average** than non-modernized schools.

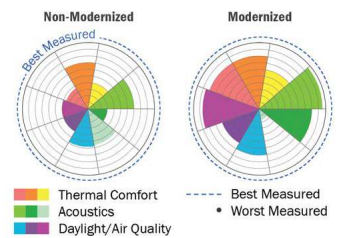


EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. 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 simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in ***Attachment A*** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in ***Attachment B*** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, 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. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as Principal *[insert "owner" or officer title]* of Perkins Eastman
[insert name of business entity], have read the foregoing and agree that Perkins Eastman
[insert name of business entity] will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 8/26/2024

Name: Patrick Davis

Signature: 

Title: Principal

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 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

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.


Entity Name: Perkins Eastman
Date of Entity's Contract with District: August 26, 2024
Scope of Entity's Contract with District: Facility Master Planning

I, Patrick Davis [insert name], am the Principal [insert "owner" or officer title] for Perkins Eastman [insert name of business entity] ("Entity"), which entered a contract on August 26, 2024, with the District for FMP Development.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

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

Date: August 26, 2024

Signature: 
Typed Name: Patrick Davis
Title: Principal
Entity: Perkins Eastman



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2024

3/25/2024

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 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED 1403723 PERKINS EASTMAN ARCHITECTS, DPC 1212 BROADWAY SUITE 1000 OAKLAND CA 94612	INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Insurance Company INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10677 20443

COVERAGES**CERTIFICATE NUMBER:** 20830484**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	ECO0633020	12/1/2022	12/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	EBA0672169	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	N	N	ECO0633020	12/1/2022	12/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	EW00560093	12/1/2023	12/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	AEH591918272	3/28/2024	5/20/2025	\$2,000,000 PER CLAIM; \$2,000,000 AGGREGATE

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

RE: PROJECT NUMBER 24119.

CERTIFICATE HOLDER**CANCELLATION**

20830484
OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND CA 94601

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

AUTHORIZED REPRESENTATIVE

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



Oakland Unified School District
Local Business Utilization



LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime	Perkins Eastman	Bid Opening Date	
Project Name	OUSD Facilities Master Planning Services	Time:	
Project Number		Project Manager:	
Proposed Total Contract Amount	\$1,089,850	Architect:	
BASE BID AMOUNT	\$1,089,850.00		
Proposed Total SLBE Amount (%)	30 %		

Small, Local Business Enterprise(s)/Small Emerging, Local Business Enterprise(s)		Total Amount of Contract (as a \$ amount)	Local Business Enterprise (LBE)	Small, Local Business Enterprise (SLBE)	Small, Local Resident Business Enterprise (SLRBE)
Company Name	Certifying Agency				
Perkins Eastman	Port of Oakland	536189.75	44.6%		
Address, City/State	Certification No. (if available)				
1212 Broadway #1000, Oakland, CA 94612	9125-21 (LIA)				
Company Name	Certifying Agency				
AECOM	Port of Oakland	226705.25	25.4%		
Address, City/State	Certification No. (if available)				
300 Lakeside Drive, Suite 400,	9697-22 (LIA)				
Company Name	Certifying Agency				
Calichi Design Group	City of Oakland SLBE	43594.00		4%	
Address, City/State	Certification No. (if available)				
3240 Peralta Street, #3, Oakland, CA 94608	106058				
Company Name	Certifying Agency				
IDA Structural Engine	City of Oakland SLBE	108985.00		10%	
Address, City/State	Certification No. (if available)				
1629 Telegraph Ave #300, Oakland 94612	7053				
Company Name	Certifying Agency				
YEI Engineers	City of Oakland SLBE	152579.00		14%	
Address, City/State	Certification No. (if available)				
7677 Oakport St #200, Oakland 94621	2223				
Company Name	Certifying Agency				
PGA Landscape	City of Oakland SLBE	21797.00		2%	
Address, City/State	Certification No. (if available)				
444 17th Street, Oakland CA 94612	1038				
TOTAL PARTICIPATION		\$ 1089850	70 %	30 %	0 %

APPROVAL - LBU Compliance Officer

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Facilities Master Planning Services Project	Site	918
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Basic Directions

Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information

Contractor Name	Perkins Eastman Architects DPC.	Agency's Contact		Patrick Davis				
OUSD Vendor ID #	001423	Title		Principal				
Street Address	1212 Broadway, Suite 1000	City	Oakland	State	CA	Zip	94612	
Telephone	202-239-4596	Policy Expires						
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
OUSD Project #	24119							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	09-26-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2025
		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)	\$1,352,835.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

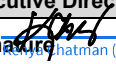
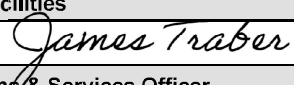
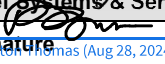
Budget Information

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
9655/000	Fund 21, Measure Y	210-9820-0-0000-8500-6289-918-9180-9906-9999-99999	6289	\$ 1,352,835.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management				
	Signature 	Date Approved		Aug 28, 2024	
	Rajiv Chhatman (Aug 28, 2024 08:00 PDT)				
2.	Counsel, Facilities				
	Signature 	Date Approved		8/27/24	
	Chief Systems & Services Officer				
3.	Signature 	Date Approved		Aug 28, 2024	
	Preston Thomas (Aug 28, 2024 22:40 PDT)				
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			