

Board Office Use: Legislative File Info.	
File ID Number	26-0029
Introduction Date	2-11-2026
Enactment Number	26-0266
Enactment Date	2/11/2026 CJH



## Memo

<b>To</b>	Board of Education
<b>From</b>	Denise Gail Sadder, Ed.D., Interim Superintendent Preston Thomas, Chief Systems & Services Officer Sele Nadel-Hayes, Executive Director, Facilities
<b>Board Meeting Date</b>	February 11, 2026
<b>Subject</b>	Amendment No. 3, Agreement for Architectural Services – Quattrocchi Kwok Architects – Garfield Elementary School Site Renovation Project – Division of Facilities Planning and Management
<b>Action Requested</b>	Approval by the Board of Education of Amendment No. 3, Agreement for Architectural Services by and between the District and Quattrocchi Kwok Architects, Oakland, CA, for the latter to provide design services, which involve building upon the schematic design and developing the new construction and full replacement of the existing site for the Garfield Elementary School Site Renovation Project, as outlined in the Proposal dated October 27, 2025, attached to this Amendment as Exhibit A, in an additional total amount of \$3,555,030.69, increasing Agreement's total not-to-exceed amount from \$5,141,095.00 to \$8,696,125.69, and extending the term of the Agreement from November 30, 2023, through December 31, 2027, to December 31, 2028, an (additional 365 days). All other terms and conditions of the Agreement remain in full force and effect.
<b>Discussion</b>	The project has experienced delays due to the District's directive to pause the modernization design and evaluate the feasibility of a proposed new construction design for the campus. This suspension of design progress and the resulting scope change have directly impacted the project schedule. Therefore, a time extension is requested to account for the delays associated with the halted design activities and revised project direction.
<b>LBP (Local Business Participation Percentage)</b>	85.51%
<b>Recommendation</b>	Approval by the Board of Education of Amendment No. 3, Agreement for Architectural Services by and between the District and Quattrocchi Kwok Architects, Oakland, CA, for the latter to provide design services, which involve building upon the schematic design and developing the new construction and full replacement of the existing site for the Garfield Elementary School Site Renovation Project, as outlined in the Proposal dated October 27, 2025, attached to this Amendment as Exhibit A, in an additional total amount of \$3,555,00.69, increasing Agreement's total not-to-exceed amount from \$5,141,095.00 to \$8,696,125.69, and extending the term of the Agreement from November 30, 2023, through December 31, 2027, to December 31, 2028, an (additional 365
<b>Fiscal Impact</b>	Fund 21 Building Fund Measure Y
<b>Attachments</b>	<ul style="list-style-type: none"> <li>Amendment No. 3, including Exhibits</li> </ul>

- Routing Form
- File ID's: 25-0779, 24-2737 & 23-2414



## LOCAL BUSINESS PARTICIPATION WORKSHEET - LBU Modification / Amendment

LBU Not Impacted  
(LBU Compliance Verification Only)

PRIME: Quattrocchi Kwok Architects      Original Contract Amount (Base Bid):      \$ 4,095,088.00  
 Project: Garfield Site Renovation      Originally Proposed LBU %:      81.22      %  
 Project #: 22102      **Amendment/Change Order No.:**      3  
 Project Manager: John Esposito      Total Contract Amount (Amended Contract, to Date):      \$6,493,150.00  
 Date: 11/06/25      Proposed LBU %      85.51      %

Small, Local Business Enterprise(s)/ Small Emerging, Local Business Enterprise(s):	Total Dollar Amount of Work	LBE %	SLBE%	SLBRE%	Certification Type & No.
<b>PRIME Company:</b> Quattrocchi Kwok Architects Address: 55 Harrison St, Oakland, CA 94607 City/State: Oakland, CA Phone: (707) 576 - 0829	\$ 3,539,540.00	60.33 %			Port of Oakland 11225-24
<b>Company:</b> Merrill Morris Address: 155 Filbert Street City/State: Oakland CA 94607 Phone: (510) 277-3400	\$ 187,000.00		3.19 %		Port of Oakland cCGoF6FH8hIZHBmJ ZNFmEA
<b>Company:</b> Calichi Design Group Address: 3240 Peralta St Suite 3 City/State: Oakland, CA 94608 Phone:	\$ 270,090.00		4.60 %		City of Oakland #106058
<b>Company:</b> eDesignC Address: 212 9th Street, Suite 203 City/State: Oakland, CA 94607 Phone:	\$ 518,000.00		8.83 %		Port of Oakland & Alameda Co. 9420-22 & 10-00271
<b>Company:</b> Alter Engineers Address: 66 Franklin Street, Suite 300 City/State: Oakland, CA 94607 Phone:	\$ 502,050.00		8.56 %		City of Oakland 2017007488
<b>Company:</b> NON LBU Address: City/State: Phone:	\$ 849,820.00				NON LBU
	\$ 5,866,500.00	60.33 %	25.18 %	0.00 %	85.51      %

TIFFANY KNUCKLES

Nov 10, 2025

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be  
approved and included in contract amendment documentation, where LBU is impacted.

Updated January 2024



## AMENDMENT NO. 3 AGREEMENT FOR ARCHITECTURAL SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Quattrocchi Kwok Architects**. OUSD entered into an agreement with CONTRACTOR for services on **November 30, 2023** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Garfield Elementary School Site Renovation Project** as follows and in the attached Exhibit A:

<b>1. Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The scope of work has changed.</b> <b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
<p>The CONTRACTOR agrees to provide the following amended services: Quattrocchi Kwok Architects will provide design services, which involve building upon the schematic design and continue developing the new construction and full replacement of the existing site through Design Development and Construction Documents (CD) phases, as outlined in the proposal dated October 27, 2025, attached to this amendment as Exhibit A.</p>		
<b>2. Terms</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> . (duration): <b>If term is changed:</b> The contract term is extended by an additional <u>365 days</u> , and the amended expiration date is <u>December 31, 2028</u> .
<b>3. Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> . <b>on:</b> <b>If the compensation is changed:</b> The not to exceed contract price is <input checked="" type="checkbox"/> Increased by: <u>Three Million Five Hundred Fifty-Five Thousand Thirty Dollars 69/100 (\$3,555,030.69)</u> . <input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).
<p>Prior to this amendment, the not-to-exceed contract price was <b>Five Million One Hundred Forty-One Thousand Ninety-Five Dollars No/100 (\$5,141,095.00)</b>, and after this amendment, the not-to-exceed contract price will be: <b>Eight Million Six Hundred Ninety-Six Thousand One Hundred Twenty-Five Dollars 69/100 (\$8,696,125.69)</b>.</p>		

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

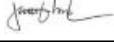
**5. Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	1-08-2024	Compensation & Term	\$4,534,596.00
02	4-23-2025	Compensation	\$33,000.00

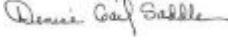
**6. Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
Jennifer Brouhard, President,  
Board of Education

2/12/2026

Date

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

2/12/2026

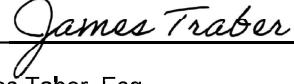
Date

  
Preston Thomas (Jan 15, 2026 11:25:08 PST)  
Preston Thomas, Chief Systems & Services  
Officer

Jan 15, 2026

Date

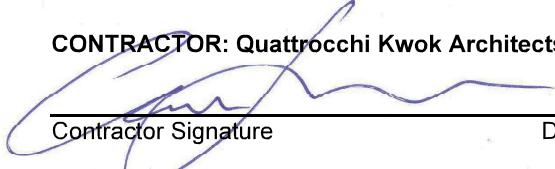
**Approval as to form:**

  
James Taber, Esq.  
General Counsel, Facilities, Planning and Management

1/6/2026

Date

**CONTRACTOR: Quattrocchi Kwok Architects**

  
Contractor Signature

Date

**Aaron Jobson, President/CEO**

Print Name, Title

**EXHIBIT "A"**  
**Scope of Work for Amendment**

**Contractor Name: Quattrocchi Kwok Architects**

1. Detailed Description of Services to be provided: Quattrocchi Kwok Architects will provide design services, which involve building upon the schematic design and continue developing the new construction and full replacement of the existing site through Design Development and Construction Documents (CD) phases, as outlined in the proposal dated October 27, 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



QUATTROCCHI KWOK  
ARCHITECTS

October 27, 2025 (rev December 17, 2025)

David Colbert  
Director of Facilities Planning and Management  
Oakland Unified School District:  
1011 Union Avenue  
Oakland, CA 94607

RE: Garfield Elementary School New Construction  
Project No. 2250.00

Dear David,

The OUSD Facilities team recently informed our team of the District's change in direction for the project to pursue a full replacement of the existing campus. At the request of the District we are pleased to provide this proposal to provide design services for a new design for a new construction project to provide new facilities at Garfield Elementary School. The proposed scope of work and compensation are described below:

Scope of Work:

This proposal is based on a project construction cost budget of \$75,000,000 for a custom design option similar to Option 4a presented to the District team, with a Lease leaseback delivery method for the project. Should the construction cost, represented by the GMP (Guaranteed Maximum Price) change, our fee will be adjusted per the terms of our agreement to reflect the change. Our services include the components below:

*Garfield Elementary School New Construction:*

- Architectural Services for phases Schematic Design through Construction and DSA Closeout as described in the agreement dated November 16, 2023
- Pre-Design services to evaluate site design options, construction methodologies and develop a building program for a new construction project.
- All consultants and engineers included in Basic Services in the agreement include civil, structural, mechanical and electrical engineering and landscape architect.
- Additional consultants and engineers required for the project scope of work include the following:

**MAIN:**

636 Fifth Street, Santa Rosa, CA 95404

**EAST BAY:**

55 Harrison Street, Suite 525, Oakland, CA 94607

707.576.0829

A California Corporation

[www.qka.com](http://www.qka.com)

- Acoustic Consultant
- Kitchen Designer
- Energy Consultant
- Envelope (Waterproofing) consultant
- Professional Estimators
- Fire Protection Engineer

- Support of the Community Engagement activities required by OUSD policies
- Additional Structural Engineering to complete the application process for building replacement under the Seismic Mitigation Program through OPSC and DSA in collaboration with the District's state funding consultant.
- Project Submittal as up to 2 Increments through DSA.

Compensation:

QKA has provided a fee proposal based on previously contracted project phases and the terms of the Agreement (including our consultants) and includes a 10% Contingency. For the scope of work described above we propose the following fixed fees:

1	Original Modernization Project Fee	\$ 5,141,095
2	Amount Paid for Modernization Services	\$ 2,202,975.69
3	Remaining Fee in Current Contract = 1- 2	\$ 2,938,119.31
4	New Construction Design Services Fee	\$ 5,866,500
5	New Construction Services Reimbursables	\$ 40,000
6	New Construction Services Contingency	\$ 586,650
7	New Construction Total Fees = 4+5+6	\$ 6,493,150
8	Total Fee = 7 +2	\$ 8,696,125.69
9	Fee Adjustment = 8-3	\$ 5,758,006.38

The fee for the new construction will be billed according to the following breakdown by Phase.

Phase*	% of Fee
Schematic Design	14
Design Development	17
Construction Documents	35
Government Approvals	5
Bidding	2
Construction Administration	25
Closeout	2
Total	100

*\*Pre-design services fee of \$50,000 is included in the SD*

An updated Local Business Participation Worksheet is attached to this proposal.

Exclusions

The following services are not included in the fee proposal outlined above but may be included as additional services per the terms of the Agreement if required:

- Design and engineering of any required off-site improvements
- Design and engineering for Temporary Housing
- Geotechnical Engineering services
- Site Survey
- Furniture selection services
- Division of the project into more than two Increments or Phases for DSA Approval and/or Bidding

~~Any requested services beyond the scope described above will be authorized in writing and billed as time and materials at each firm's current standard rates.~~

Please review this proposal and let us know if you have any questions. If the proposal is acceptable, please sign below and provide an amendment to our agreement for professional services for our review and signature. We look forward to working with you again on this important project.

Sincerely,



Lyanne Schuster, AIA, ALEP

cc:

Sign below to accept this proposal:

---

Title

Oakland Unified School District

---

Date

## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

Project Name	Garfield Elementary School Site Renovation Project	Site	118
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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	Quattrocchi Kwok Architects	Agency's Contact	Aaron Jacob					
OUSD Vendor ID #	008619	Title	President					
Street Address	55 Harrison Street	City	Oakland		State	CA	Zip	94607
Telephone	707-576-0829	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 #	22102							

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	11-30-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-31-2028

### 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	\$3,555,030.69
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
9658/9867	Fd 21 Measure Y	210-9658-0-9867-8500-6260-118-9180-9906-9999-22102	6215	\$3,555,030.69

### 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 Signature <u>Sele Nadel-Hayes</u> <small>Sele Nadel-Hayes (Jan 16, 2026 13:47:49 PST)</small>	Date Approved	Jan 16, 2026		
2.	General Counsel, Facilities Signature <u>James Traber</u>	Date Approved	1/6/2026		
	Chief Systems & Services Officer Signature <u>Preston Thomas</u> <small>Preston Thomas (Jan 14, 2026 09:18:47 PST)</small>	Date Approved	Jan 14, 2026		
4.	Chief Financial Officer Signature	Date Approved			
	President, Board of Education Signature	Date Approved			
5.					



Board Office Use: Legislative File Info.	
File ID Number	25-0779
Introduction Date	4-23-2025
Enactment Number	25-0587
Enactment Date	4/23/2025 os



## Memo

<b>To</b>	Board of Education
<b>From</b>	Kyla Johnson-Trammell, Superintendent Preston Thomas, Chief Systems & Services Officer Kenya Chatman, Executive Director, Facilities
<b>Board Meeting Date</b>	April 23, 2025
<b>Subject</b>	Amendment No. 2 to Agreement for Architectural Services – Quattrocchi Kwok Architects – Garfield Elementary School Site Renovation Project – Division of Facilities Planning and Management
<b>Action Requested</b>	Approval by the Board of Education of Amendment No. 2 to Agreement for Architectural Services by and between the District and Quattrocchi Kwok Architects, Oakland, CA, to conduct a topographic and boundary survey, which includes other related additional construction services for the Garfield Elementary School Site Renovation Project, in the additional amount of \$33,000.00, increasing the Agreement's not-to-exceed amount from \$5,108,095.00 to \$5,141,095.00. All other terms and conditions of the Agreement remain in full force and effect.
<b>Discussion</b>	This Amendment is for additional architectural & construction services.
<b>LBP (Local Business Participation Percentage)</b>	100%
<b>Recommendation</b>	Approval by the Board of Education of Amendment No. 2 to Agreement for Architectural Services by and between the District and Quattrocchi Kwok Architects, Oakland, CA, to conduct a topographic and boundary survey, which includes other related additional construction services for the Garfield Elementary School Site Renovation Project, in the additional amount of \$33,000.00, increasing the Agreement's not-to-exceed amount from \$5,108,095.00 to \$5,141,095.00. All other terms and conditions of the Agreement remain in full force and effect.
<b>Fiscal Impact</b>	Fund 21 Building Fund Measure Y
<b>Attachments</b>	<ul style="list-style-type: none"> <li>Amendment No. 2, including Exhibits</li> <li>Routing Form</li> <li>File ID: 24-2737 &amp; 23-2414</li> </ul>

## LOCAL BUSINESS PARTICIPATION WORKSHEET - LBU Modification / Amendment

LBU Not Impacted  
(LBU Compliance Verification Only)

PRIME: Quattrocchi Kwok Architects Original Contract Amount (Base Bid): \$ 33,000.00  
 Project: Originally Proposed LBU %: 100 %  
 Project #: Amendment/Change Order No.: 2  
 Project Manager: Total Contract Amount (Amended Contract, to Date): \$5,141,095.00  
 Date: 03/12/25 Proposed LBU %: 100 %

Small, Local Business Enterprise(s)/ Small Emerging, Local Business Enterprise(s):	Total Dollar Amount of Work	LBE %	SLBE%	SLBRE%	Certification Type & No.
<b>PRIME Company:</b> Quattrocchi Kwok Architect	3000				
Address:		%	%	%	
City/State:					
Phone:					
<b>Company:</b>			90.00		
Address:		%	%	%	
City/State:					
Phone:					
<b>Company:</b>					
Address:					
City/State:		%	%	%	
Phone:					
<b>Company:</b>					
Address:					
City/State:		%	%	%	
Phone:					
<b>Company:</b>					
Address:					
City/State:		%	%	%	
Phone:					
<b>Company:</b>					
Address:					
City/State:		%	%	%	
Phone:					
		%	100.00	%	%

**TIFFANY KNUCKLES** Mar 13,2025

APPROVAL- LBU Compliance Officer

Note: Local Business Participation documentation must be  
approved and included in contract amendment documentation, where LBU is impacted.

Updated January 2024

## AMENDMENT NO. 2 AGREEMENT FOR ARCHITECTURAL SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Quattrocchi Kwok Architects**. OUSD entered into an agreement with CONTRACTOR for services on **November 30, 2023** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Garfield Elementary School Site Renovation Project** as follows and in the attached Exhibit A:

<b>1. Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The scope of work has changed.</b>
<b>If scope of work changed:</b> 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: Quattrocchi Kwok Architects will conduct a topographic and boundary survey as part of the additional construction services outlined in the proposal dated January 27, 2025, attached to this amendment as Exhibit A.		
<b>2. Terms</b>	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> . (duration):
<b>If term is changed:</b> The contract term is extended by an additional _____, and the amended expiration date is _____.		
<b>3. Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<b>If the compensation is changed:</b> The not to exceed contract price is		
<input checked="" type="checkbox"/> Increased by: <b>Thirty-Three Thousand Dollars No/100 (\$33,000.00)</b> .		
<input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).		
Prior to this amendment, the not-to-exceed contract price was <b>Five Million One Hundred Eight Thousand Ninety-Five Dollars No/100 (\$5,108,095.00)</b> , and after this amendment, the not-to-exceed contract price will be: <b>Five Million One Hundred Forty-One Thousand Ninety-Five Dollars No/100 (\$5,141,095.00)</b> .		

**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	1-08-2024	Compensation, Term	\$4,534,596.00

**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.

## OAKLAND UNIFIED SCHOOL DISTRICT

*Jennifer Brouhard*  
Jennifer Brouhard, President,  
Board of Education

4/24/2025  
Date

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

4/24/2025  
Date

*Preston Thomas*  
Preston Thomas (Mar 26, 2025 15:55 PDT)  
Preston Thomas, Chief Systems & Services  
Officer

Mar 26, 2025  
Date

Approval as to form:

*James Taber*  
James Taber

03/19/2025  
Date

James Taber, Esq.  
Facilities Counsel

## CONTRACTOR

*Aaron Jobson*  
Contractor Signature

03.26.25  
Date

Aaron Jobson, CEO/President  
Print Name, Title

**EXHIBIT "A"**  
**Scope of Work for Amendment**

**Contractor Name: Quattrocchi Kwok Architects**

1. Detailed Description of Services to be provided: Quattrocchi Kwok Architects will conduct a topographic and boundary survey as part of the additional construction services outlined in the proposal dated January 27, 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



QUATTROCCHI KWOK  
ARCHITECTS

January 27, 2025

Kenya Chatman  
Executive Director of Facilities  
Oakland Unified School District:  
1011 Union Avenue  
Oakland, CA 94607

RE: Garfield Elementary School  
Project No. 2250.00

Dear Kenya,

At the request of the District, we are providing this proposal for additional survey scope related to the interim housing project at Garfield Elementary School. The proposed scope of work and compensation are described below:

Scope of Work:

Supplemental Topographic and Boundary Survey of the area indicated by a Professional Land Surveyor engaged by our Civil Engineering firm- CaliChi Design Group. The survey will include all ground-level buildings, improvements, striping, indications of utilities and terrain features per the attached Survey Limits provided by CaliChi Design Group. The survey will also show invert elevations, pipe sizes, and flow directions for all accessible gravity sewer and storm drain structures. The survey will show spot elevations of surface features at 25- foot intervals and elevation contours at one-foot intervals. The survey will also show the approximate locations of communication, electric, gas and water pipelines and conduit runs as depicted on any as-built utility schematics provided by the Client. The Surveyor will also perform a non-destructive underground utility survey of the on-site roughly -acres of the site to attempt to identify the type, depth and material of the various existing utilities and will plot the results in the topographic survey.

MAIN:  
636 Fifth Street, Santa Rosa, CA 95404

EAST BAY:  
55 Harrison Street, Suite 525, Oakland, CA 94607

707.576.0829  
A California Corporation  
2250.00 01/27/2025

Compensation:

We propose a fixed fee of \$33,000 for this work

Information Provided by OUSD

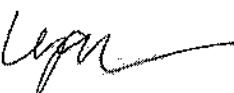
Legal access to the site by the Professional Land Surveyor  
A current Title Report that is less than 60 days old

Exclusions

Engineering Services other than listed above are excluded from the fee proposal outlined above but may be included as additional services if required. ~~Any requested services beyond the scope described above will be authorized in writing and billed as time and materials at each firm's current standard rates.~~

Please review this proposal and let us know if you have any questions. If the proposal is acceptable, please sign below and provide an amendment to our agreement for professional services for our review and signature. We look forward to continuing working with you.

Sincerely,



Lyanne Schuster, ALEP

cc:

Sign below to accept this proposal:

---

Title

Oakland Unified School District

---

Date



# CALICHI DESIGN GROUP

**CALICHI**  
DESIGN GROUP

3240 Peralta Street #3  
Oakland, CA 94608  
(510) 250-7877  
[www.CaliChi.com](http://www.CaliChi.com)

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December 3, 2024

## Quattrocchi Kwok Architects

### Lyanne Schuster

Architect / Studio Lead  
55 Harrison Street, Suite 525  
Oakland, California 94607  
(707) 576-0829

## **RE: ASR #1 to Collect Topographic Survey Information for the OUSD Garfield Elementary School Renovation Project – 1640 22nd Avenue, Oakland, CA 94606**

Lyanne Schuster:

CaliChi Design Group (“CDG” or “the Consultant”) is pleased to submit this Additional Service Request (the “ASR”, “Agreement”, “Proposal”) to Quattrocchi Kwok Architects (“the Client”) to provide civil engineering and associated services for the above-referenced project (“The Project”).

The Project is renovating the Garfield Elementary School campus at the above-referenced address.

This proposal is based on our experience working on similar projects and has been drafted based on the following assumptions:

- This ASR is to collect topographic survey information only. No engineering design is included.
- The following items, if required, will be provided by others:
  - Boundary or easement resolution
  - Payment of all Permit, Impact, and any Fees
  - Permitting Assistance
  - Reimbursement for Project expenses
- CDG retains the right to consolidate or eliminate specific design sheets or reports.
- The standards and practices in effect at all agencies having jurisdiction at the time of this proposal will remain unchanged throughout the Project. Should there be changes to the development code or revisions to the standards that will result in changes to the scope of services or projects as presented, CDG will provide revisions to the plans and supplemental studies, as required. This work will be completed under a separate contract.

## **SCOPE OF SERVICES:**

**Task 1: Supplemental Topographic Survey** – CDG will retain the services of a Professional Land Surveyor (PLS) licensed in the State of California to prepare a topographic and boundary survey for the subject parcels and surrounding streets showing all ground-level buildings, improvements, striping, indications of utilities, and terrain features per attached Exhibit B. The survey will also show invert elevations, pipe sizes, and flow directions for all accessible gravity sewer and storm drain structures. The survey will show spot elevations of surface features at 25-foot intervals and elevation contours at one-foot intervals. The survey will also show the approximate locations of communication, electric, gas, and water pipelines and conduit runs as depicted on any as-built utility schematics provided by the Client.

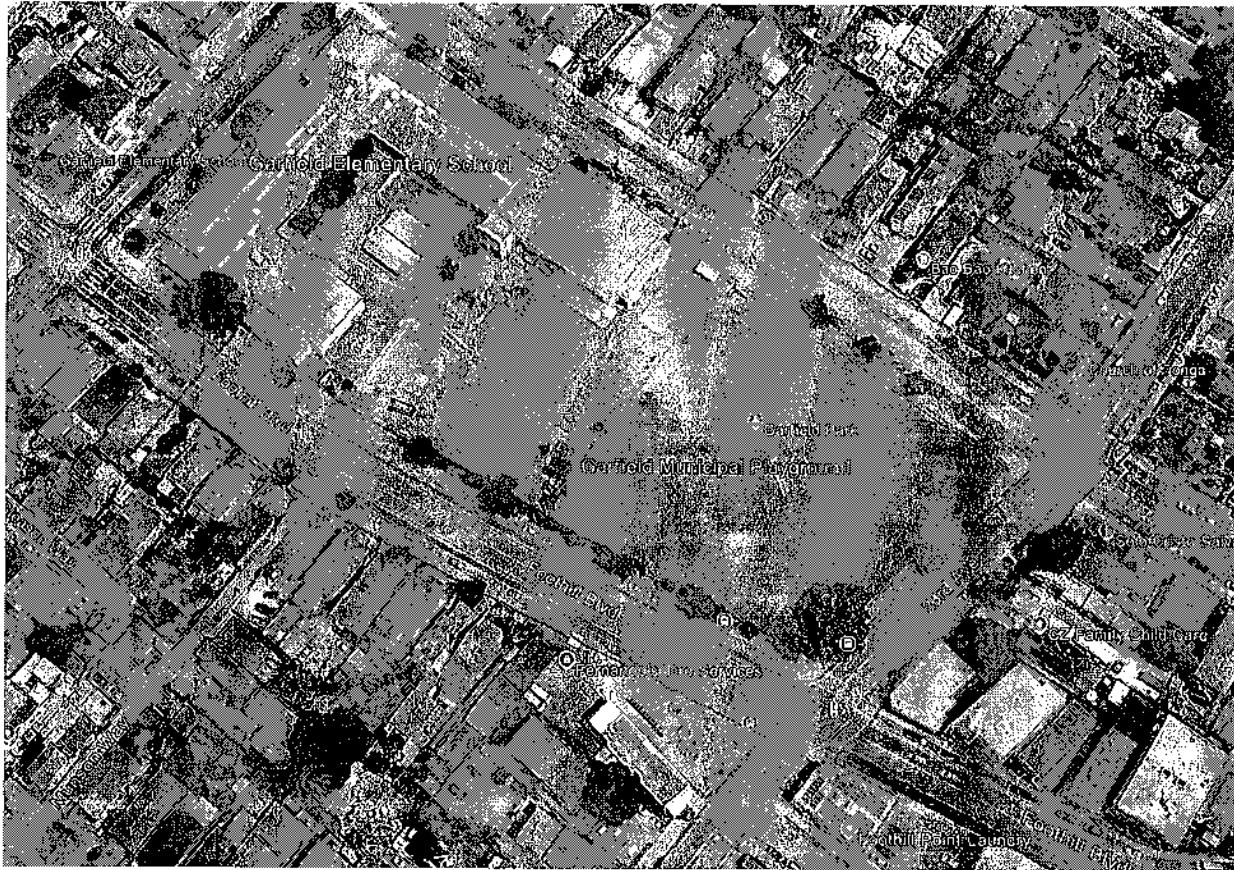


**CALICHI**  
DESIGN GROUP

**CALICHI DESIGN GROUP**

3240 Peralta Street #3  
Oakland, CA 94608  
(510) 250-7877  
[www.CaliChi.com](http://www.CaliChi.com)

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#### TOPOGRAPHIC SURVEY LIMITS

In addition, the PLS will perform a non-destructive underground utility survey of the on-site roughly 3-acres of the site to attempt to identify the type, depth, and material of the various existing utilities and will plot the results in the topographic survey.

Any modifications to this survey or requests for boundary information and/or encumbrances outside the specific scope of this Task will be completed under a separate Agreement.

*Deliverable: Electronic copies (pdf and AutoCAD) of the survey to the Client.*

**Additional Services** - Any services not specifically and expressly listed in the Tasks above may be completed hourly. Subsequent iterations of any of the Tasks listed above can be undertaken using the same scope and fee that appears above if undertaken within three months of the date of this Agreement.

Should Additional Services be required, CDG will provide the Client with an hourly estimate (with conditions) for the scope of services requested. In addition to this remedy, the Client can renegotiate lump sum fees for additional consulting services.

**Information Provided by Client** - CDG shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide the following information:

- Signed Agreement
- Legal access to the site
- A current Title Report that is less than 60 days old



# CALICHI DESIGN GROUP

3240 Peralta Street #3  
Oakland, CA 94608  
(510) 250-7877  
www.CaliChi.com

Page | 3

- Any project fees due to any agency having jurisdiction.

**Schedule** - CDG will provide its services professionally to meet a mutually agreed-upon schedule.

**Use of Information** - The Client may use the information produced as part of its due diligence but should not use it as the sole basis for the Client's decision-making. CDG will endeavor to research site development issues and constraints to the extent practical, given the scope, budget, and schedule agreed upon with the Client. CDG's assessment is primarily based on information provided to us by others (agency staff, Utility Company Representatives, etc.). It, therefore, is only as accurate and complete as the information provided by others. New issues may arise during development because of governmental rules and policy changes, circumstances, or unforeseen conditions. The scale of due diligence to be undertaken at this point is limited. Additional studies will be required to determine all site constraints fully.

**Closure** - In addition to the matters set forth herein, this Agreement shall include and be subject to, and only to, the terms and conditions in the original Agreement.

**COMPENSATION:** *ASR #1 to Collect Topographic Survey Information for the OUSD Garfield Elementary School Renovation Project – 1640 22nd Avenue, Oakland, CA 94606*

Task	Task Description	Fee
1	Supplemental Topographic Survey	\$ 30,000

Fees listed above are Lump Sum unless listed otherwise. T&M (Time and Materials) tasks will be billed per the hourly rates below:

Classification	Labor Rate per Hour
Principal	\$225
Project Manager	\$170
Project Engineer / Designer	\$155
Administrative / Accounting	\$ 70

Rates listed above shall include an annual escalation of 3% annually.

Direct reimbursable expenses shall be billed separately at a 1.10 multiplier (1.10 x cost). CDG will not pay permitting, application, or similar Project fees, which will be paid directly by the Client or the Owner based on the Client's contract with the Owner. Fees will be invoiced monthly based on the services performed as of the invoice date. Payment will be due within thirty (30) days of the Client's receipt, and a 1% per month interest charge shall be applied to accounts and invoices over 60 days past due.

If you concur in all the preceding and wish to direct us to proceed with the services, please execute this Agreement in the spaces provided below and return a copy to us by email. Fees and times stated in this Agreement are valid for thirty (30) days after the date of this letter.

We appreciate the opportunity to present this Agreement to you. Please do not hesitate to contact me if you have any questions.

Thank you,

CaliChi Design Group

BY: Reco V. Prianto, P.E., LEED AP

TITLE: Principal

DATE: December 3, 2024



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

Project Name	Garfield Elementary School Site Renovation Project	Site	118
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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
----------------------	---

### Contractor Information

Contractor Name	Quattrocchi Kwok Architects	Agency's Contact	Aaron Jacob					
OUSD Vendor ID #	008619	Title	President					
Street Address	55 Harrison Street	City	Oakland		State	CA	Zip	94607
Telephone	707-576-0829	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 #	22102							

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	11-30-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-13-2027
		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	\$33,000.00
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
9655/9867	Fd 21 Measure J	210-9655-0-9867-8500-6260-118-9180-9906-9999-22102	6215	\$33,000.00

### 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 Signature  Kenya Chatman (Mar 26, 2025 14:03 PDT)	Date Approved	Mar 26, 2025		
2.	General Counsel, Facilities Signature  James Traber	Date Approved	03/19/2025		
	Chief Systems & Services Officer Signature  Preston Thomas (Mar 26, 2025 15:55 PDT)	Date Approved	Mar 26, 2025		
4.	Chief Financial Officer Signature	Date Approved			
	President, Board of Education Signature	Date Approved			
5.		Date Approved			



Board Office Use: Legislative File Info.	
File ID Number	24-2737
Introduction Date	1-8-2025
Enactment Number	24-2376
Enactment Date	1/8/2025 CJH



## Memo

<b>To</b>	Board of Education
<b>From</b>	Kyla Johnson-Trammell, Superintendent Preston Thomas, Chief Systems & Services Officer Kenya Chatman, Executive Director, Facilities
<b>Board Meeting Date</b>	January 8, 2025
<b>Subject</b>	Amendment No. 1 to Agreement for Architectural Services – Quattrocchi Kwok Architects – Garfield Elementary School Site Renovation Project – Division of Facilities Planning and Management
<b>Action Requested</b>	Approval by the Board of Education of Amendment No. 1 to Agreement for Architectural Services by and between the District and Quattrocchi Kwok Architects, Oakland, CA, to provide design and construction services for the completion of the modernization phases for the Garfield Elementary School Site Renovation Project, in the additional amount of \$4,534,596.00, increasing the Agreement's not-to-exceed amount from \$573,499.00 to \$5,108,095.00, and extending the term of the Agreement by an additional 1,096 Calendar Days, from November 30, 2023 through December 31, 2024 to December 31, 2027. All other terms and conditions of the Agreement remain in full force and effect.
<b>Discussion</b>	This Amendment is for additional architectural & construction design services and an extension of 1,096 calendar days to the contract term.
<b>LBP (Local Business Participation Percentage)</b>	81.22%
<b>Recommendation</b>	Approval by the Board of Education of Amendment No. 1 to Agreement for Architectural Services by and between the District and Quattrocchi Kwok Architects, Oakland, CA, to provide design and construction services for the completion of the modernization phases for the Garfield Elementary School Site Renovation Project, in the additional amount of \$4,534,596.00, increasing the Agreement's not-to-exceed amount from \$573,499.00 to \$5,108,095.00, and extending the term of the Agreement by an additional 1,096 Calendar Days, from November 30, 2023 through December 31, 2024 to December 31, 2027. All other terms and conditions of the Agreement remain in full force and effect.
<b>Fiscal Impact</b>	Fund 21 Building Fund Measure Y
<b>Attachments</b>	<ul style="list-style-type: none"> <li>Amendment No. 1, including Exhibits</li> <li>Routing Form</li> <li>File ID: 23-2414</li> </ul>

## AMENDMENT NO. 1 AGREEMENT FOR ARCHITECTURAL SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and Quattrocchi Kwok Architects. OUSD entered into an agreement with CONTRACTOR for services on **November 30, 2023** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Garfield Elementary School Site Renovation Project** as follows and in the attached Exhibit A:

1. <b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
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: This amendment provides design and construction services for completion of the modernization phases, as outlined in the proposal dated October 21, 2024, attached to this amendment as Exhibit A.		
2. <b>Terms</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
(duration):  <b>If term is changed:</b> The contract term is extended by an additional <u>one thousand ninety-six calendar days (1,096)</u> , and the amended expiration date is <u>December 31, 2027</u> . The current end date is <u>December 31, 2024</u> .		
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
on:  <b>If the compensation is changed:</b> The not to exceed contract price is		
<input checked="" type="checkbox"/> Increased by: <u>Four Million Five Hundred Thirty-Four Thousand Five Hundred Ninety-Six Dollars No/100 (\$4,534,596.00), which includes a contingency fee of \$409,508.00</u> ,		
<input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).		
Prior to this amendment, the not-to-exceed contract price was <u>Five Hundred Seventy-Three Thousand, Four Hundred Ninety-Nine Dollars No/100 (\$573,499.00)</u> , and after this amendment, the not-to-exceed contract price will be: <u>Five Million One Hundred Eight Thousand Ninety-Five Dollars No/100 (\$5,108,095.00)</u> .		

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

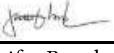
5. **Amendment History:**

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

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

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

## OAKLAND UNIFIED SCHOOL DISTRICT

  
Jennifer Brouhard, President,  
Board of Education

1/9/2025

Date

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

1/9/2025

Date

  
Preston Thomas (Dec 4, 2024 13:49 PST)  
Preston Thomas, Chief Systems & Services  
Officer, Facilities Planning and Management

Dec 4, 2024

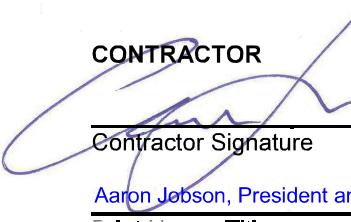
Date

## CONTRACTOR

  
Contractor Signature

11.25.2024

Date

  
Aaron Jobson, President and CEO, Quattrocchi Kwok Architects  
Print Name, TitleApproval as to form:  
James Taber

11/27/2024

Date

James Taber, Esq.  
General Counsel, Facilities, Planning and Management

**EXHIBIT "A"**  
**Scope of Work for Amendment**

**Contractor Name: Quattrocchi Kwok Architects**

1. Detailed Description of Services to be provided: This amendment provides design and construction services for completion of the modernization phases, as outlined in the proposal dated October 21, 2024, 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:

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



QUATTROCCHI KWOK  
ARCHITECTS

October 21, 2024

Kenya Chatman  
Executive Director of Facilities  
Oakland Unified School District:  
1011 Union Avenue  
Oakland, CA 94607

RE: Garfield Elementary School Modernization  
Project No. 2250.00

Dear Kenya,

At the request of the District we are pleased to provide this proposal to provide design services for the completion of design and construction phases of the Modernization project at Garfield Elementary School. The proposed scope of work and compensation are described below:

Scope of Work:

This proposal is based on a project construction cost budget of \$44,000,000.00 with a proposed Lease leaseback delivery method for the project. Our proposal is based on Preliminary Design Option 1 for Modernization of the full campus with adjustments to the scope of work and design for budget and in response to stakeholder feedback made through the Schematic Design process, which is being completed under separate agreement. Our services include the components below:

*Garfield Elementary School Modernization:*

- Architectural Services for phases Design Development through Construction and DSA Closeout as described in the agreement dated November 16, 2023
- All consultants and engineers included in Basic Services in the agreement include civil, structural, mechanical and electrical engineering and landscape architect.
- Additional consultants and engineers required for the project scope of work include the following:
  - Acoustic Consultant
  - Kitchen Designer
  - Energy Consultant
  - Envelope (Waterproofing) consultant
  - Professional Estimators

**MAIN:**

636 Fifth Street, Santa Rosa, CA 95404

**EAST BAY:**

55 Harrison Street, Suite 525, Oakland, CA 94607

707.576.0829

A California Corporation

[www.qka.com](http://www.qka.com)

- Services to provide documentation and services necessary for pursuit of CHPS Verified certification.
- Support of the Community Engagement activities required by OUSD policies
- Additional Structural Engineering to complete the EDCR process with DSA for seismic upgrade of existing buildings and pursuit of OPSD Seismic Mitigation funding.

*Garfield Elementary School Temporary Housing:*

Design, DSA approval and Construction for a temporary housing campus on the Garfield school site for use during Construction. This includes architectural, civil engineering and electrical engineering services. The Temporary Housing will be submitted to DSA as a separate project but will be constructed under the same Lease-leaseback contract as the modernization project.

Compensation:

QKA has provided a fee proposal based on previously contracted project phases and the terms of the Agreement (including our consultants) and includes a 10% Contingency. For the scope of work described above we propose the following fixed fees:

Modernization: Design Development - Closeout	\$ 3,549,552
Temporary Housing	\$ 545,536
<b>Total Proposed Fixed Fee</b>	<b>\$ 4,095,088</b>
10% Contingency	\$ 409,508
Reimbursable Expenses Allowance	\$ 30,000

This fee will be billed according to the following breakdown by Phase:

Phase	% of Fee
Design Development	25
Construction Documents	35
Government Approvals	5
Bidding	5
Construction Administration	28
Closeout	2
Total	100

An updated Local Business Participation Worksheet is attached to this proposal.

Schedule:

QKA proposes the following work plan of phase completion milestone dates for both the Modernization and Temporary Housing components of the project based on collaboration with the District during the Schematic Design Phase:

Phase	Modernization Completion Date	Temp Housing Completion Date
Design Development	3/6/2025	2/4/2025
Construction Documents	7/28/2025	4/29/2025
DSA Approval	2/2/2026	10/14/2025

Construction Start	6/5/2026	2/4/2026
Construction Completion	8/19/2027	5/26/2026
Temp Housing Removal and Field Restoration	11/1/2027	

This schedule is based on current conditions and will be adjusted as needed to reflect changes in the project scope or other conditions in collaboration with the OUSD project team.

Exclusions

The following services are not included in the fee proposal outlined above but may be included as additional services per the terms of the Agreement if required:

- Design and engineering of off-site improvements
- Geotechnical Engineering services
- Site Survey
- Furniture selection services

Any requested services beyond the scope described above will be authorized in writing and billed as time and materials at each firm's current standard rates.

Please review this proposal and let us know if you have any questions. If the proposal is acceptable, please sign below and provide an amendment to our agreement for professional services for our review and signature. We look forward to working with you again on this important project.

Sincerely,



Lyanne Schuster, ALEP

cc:

Sign below to accept this proposal:

---

Title

Oakland Unified School District

---

Date

## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

Project Name	Garfield Elementary School Site Renovation Project	Site	118
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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
----------------------	---

### Contractor Information

Contractor Name	Quattrocchi Kwok Architects	Agency's Contact	Aaron Jacob					
OUSD Vendor ID #	008619	Title	President					
Street Address	55 Harrison Street	City	Oakland		State	CA	Zip	94607
Telephone	707-576-0829	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 #	22102							

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	11-30-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-31-2027

### 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	\$ 4,534,596.00
Other Expenses		Requisition Number	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9867	Fd 21 Measure J	210-9655-0-9867-8500-6215-118-9180-9906-9999-22102	6215	\$4,534,596.00

### 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 Signature  Preston Thomas (Dec 4, 2024 13:49 PST)	Date Approved	Dec 4, 2024		
2.	General Counsel, Facilities Signature 	Date Approved	11/27/2024		
	Chief Systems & Services Officer Signature  Preston Thomas (Dec 4, 2024 13:49 PST)	Date Approved	Dec 4, 2024		
4.	Chief Financial Officer Signature	Date Approved			
	President, Board of Education Signature	Date Approved			
5.					



AGREEMENT  
[23-2414- File Id No. ]

Board Office Use: Legislative File Info.	
File ID Number	23-2414
Introduction Date	11/16/2023
Enactment Number	23-1944
Enactment Date	11/16/2023 CJH



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** November 16, 2023

**Subject** Agreement for Architectural Services – Quattrocchi Kwok Architects (QKA) – Garfield Elementary School -Site Renovation – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education to the Agreement for Architectural Services by and between the **District** and **Quattrocchi Kwok Architects (QKA)**, Oakland, CA, for the latter to provide site assessment of building general conditions and systems conditions for the **Garfield Elementary School Site Renovation Project**, in the total not-to-exceed amount of **\$573,499**, which includes a not-to-exceed amount of **\$492,679.00**, for Basic Services, a not-to-exceed amount of **\$50,820.00** for additional services and not-to-exceed amount of **\$30,000.00** for reimbursable expenses as the selected consultant, with work scheduled to commence on **November 30, 2023**, and scheduled to last until **December 31, 2024**, pursuant to the Agreement.

**Discussion** Consultant was selected without competitive bidding based on (a) demonstrated; competence and professional qualifications (Government Code §4526), “(b)” using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

**LBP (Local Business Participation Percentage)** 83.60%

**Recommendation** Approval by the Board of Education to the Agreement for Architectural Services by and between the **District** and **Quattrocchi Kwok Architects (QKA)**, Oakland, CA, for the latter to provide site assessment of building general conditions and systems conditions for the **Garfield Elementary School Site Renovation Project**, in the total not-to-exceed amount of **\$573,499**, which includes a not-to-exceed amount of **\$492,679.00**, for Basic Services, a not-to-exceed amount of **\$50,820.00** for additional services and not-to-exceed amount of **\$30,000.00** for reimbursable expenses as the selected consultant, with work scheduled to commence on **November 30, 2023**, and scheduled to last until **December 31, 2024**, pursuant to the Agreement.

**Fiscal Impact** Fund 21, Building Fund Measure Y

**Attachments**

- 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. 23-2414**

**Department: Facilities Planning and Management**

**Vendor Name: Quattrocchi Kwok Architects (QKA)**

**Project Name: Garfield Elementary School – Site Renovation Project**      **Project No.: 22102**

**Contract Term:** Intended Start: 11-30-2023      Intended End: 12-31-2024

**Total Cost Over Contract Term: \$573,499.00**

**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?**

Quattrocchi Kwok Architects (QKA) was selected through an RFP process based on scores and best value.

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

Quattrocchi Kwok Architects (QKA) will provide full site assessment including building envelope and system conditions

**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 three highest ranked firms submitting proposals were short-listed for interviews. An interview review committee ranked the firms and considered QKA as offering the best value in terms of services to be provided and proposed fee

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 \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- 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)

## OUSD - LBU Verification Calculations &amp; Analysis

## Garfield ES - Architectural Services



## Oakland Unified School District

LSL/RBE Verification

Calculations &amp; Analysis Worksheet (RFQ/P)

Site: Garfield Elementary School

Project Name: Modernization Project

Scope Architectural Services

Prime	Sub/Prime	Proposed S/LBE Status	LBP Credit Given	Proposed Contract %	50% LBU Requirement Met	LBU Preference Points	Notes					
Dialog Design	Dialog Design	LBE	LBE	56.02%	YES		Port of Oakland - LIA	Confirmed	LBE Credit Given			
	Calichi Design Group, LLC	SLBE	SLBE	5.00%			City of Oakland - SLBE	Confirmed	SLBE Credit Given			
	PGA Design	SLBE	SLBE	7.00%			City of Oakland - SLBE	Confirmed	SLBE Credit Given			
	IDA Structural Engineers, Inc	SLBE	SLBE	15%			City of Oakland - SLBE	Confirmed	SLBE Credit Given			
	Alter Engineers	SLBE	SLBE	4.00%			City of Oakland - SLBE	Confirmed	SLBE Credit Given			
	Total Proposed LBU Participation:						SLBE %	31.00%	SLRBE %	0.00% LBE %		
	87.02%						56.02%	2 Pts	This firm meets the minimum OUSD LBU requirements.			
LCA Architects Inc	LCA Architects	LBE	LBE	67.00%	YES		City of Oakland - LBE	Confirmed	LBE Credit Given			
	IDA Structural Engineers, Inc	SLBE	SLBE	10.00%			City of Oakland - SLBE	Confirmed	SLBE Credit Given			
	H&M Mechanical	SLBE	SLBE	3.00%			City of Oakland - SLBE	Confirmed	SLBE Credit Given			
	Leland Saylor Associates	SLBE	LBE	6.00%			OUSD - LBE	Confirmed	LBE Credit Given			
	Cupples Keller (Keller Mitchell)	SLBE	SLBE	5.00%			City of Oakland - SLBE	Confirmed	SLBE Credit Given			
	Calichi Design Group, LLC	SLBE	SLBE	5.00%			City of Oakland - SLBE	Confirmed	SLBE Credit Given			
	Total Proposed LBU Participation:						SLBE %	23.00%	SLRBE %	0.00% LBE %		
96.00%				73.00%	0 Pts	This firm does not meet the minimum OUSD LBU requirements.						
Noll & Tam Architects	IDA Structural Engineers, Inc	SLBE	SLBE	11%	YES		City of Oakland - SLBE	Confirmed	SLBE Credit Given			
	Alter Consulting Engineers	SLBE	SLBE	6.00%			City of Oakland - SLBE	Confirmed	SLBE Credit Given			
	BKF Engineers	LBE	LBE	5.00%			Port of Oakland - LIA	Confirmed	LBE Credit Given			
	PGA Design	SLBE	SLBE	8.00%			City of Oakland - SLBE	Confirmed	SLBE Credit Given			
	Leland Saylor Associates	SLBE	LBE	6%			OUSD - LBE	Confirmed	LBE Credit Given			
	Noll & Tam	LBE	LBE	54.00%			Port of Oakland - LIA	Confirmed	LBE Credit Given			
	Total Proposed LBU Participation:						SLBE %	25.00%	SLRBE %	0.00% LBE %		
90%				65.00%	2 Pts	This firm meets the minimum OUSD LBU requirements.						
Perkins Eastman	Perkins Eastman	LBE	LBE	65.40%	YES		Port of Oakland - LIA	Confirmed	LBE Credit Given			
	Calichi Design Group, LLC	SLBE	SLBE	3.80%			City of Oakland - SLBE	Confirmed	SLBE Credit Given			
	IDA Structural Engineers, Inc	SLBE	SLBE	9.40%			City of Oakland - SLBE	Confirmed	SLBE Credit Given			
	YEI Engineers	SLBE	LBE	10.80%			City of Oakland - LBE	Confirmed	LBE Credit Given			
	PGA Design	SLBE	SLBE	4.60%			City of Oakland - SLBE	Confirmed	SLBE Credit Given			
	Total Proposed LBU Participation:						SLBE %	17.80%	SLRBE %	0.00% LBE %		
	94.00%						76.20%	0 Pts	This firm does not meet the minimum OUSD LBU requirements.			
Quattrocchi Kwok Architects	Quattrocchi Kwok Architects	LBE	LBE	52.20%	YES		Port of Oakland - LIA	Confirmed	LBE Credit Given			
	Cupples Keller (Keller Mitchell)	SLBE	SLBE	7.90%			City of Oakland - SLBE	Confirmed	SLBE Credit Given			
	Calichi Design Group, LLC	SLBE	SLBE	8.40%			City of Oakland - SLBE	Confirmed	SLBE Credit Given			
	eDesignC	LBE	SLBE	6.30%			Port of Oakland VSBE	Confirmed	SLBE Credit Given			

OUSD - LBU Verification Calculations & Analysis

Garfield ES - Architectural Services



Oakland Unified School District

## L/SL/RBE Verification

### Calculations & Analysis Worksheet (RFQ/P)

**Site: Garfield Elementary School**

**Project Name:** Modernization Project

## Scope Architectural Services

Prime	Sub/Prime	Proposed SLBE Status	LBP Credit Given	Proposed Contract %	50% LBU Requirement Met	LBU Preference Points	Notes							
Alter Consulting Engineers	Alter Consulting Engineers	SLBE	SLBE	8.80%			City of Oakland - SLBE	Confirmed	SLBE Credit Given					
	Total Proposed LBU Participation:		83.60%				SLBE %	31.40%	SLRBE %	0.00%	LBE %	52.20%		
							2 Pts	This firm meets the minimum OUSD LBU requirements.						
Shah Kawasaki Architects	Shah Kawasaki Architects	SLBE	SLBE	50.71%	YES	+ 2 Pts	City of Oakland - SLBE	Confirmed	SLBE Credit Given					
	IDA Structural Engineers, Inc	SLBE	SLBE	12.15%			City of Oakland - SLBE	Confirmed	SLBE Credit Given					
	Total Proposed LBU Participation:		62.86%				SLBE %	62.86%	SLRBE %	0.00%	LBE %	0.00%		
							4 Pts	This firm meets the minimum OUSD LBU requirements.						
SVA Architects	SVA Architects, Inc	LBE	LBE	58.23%	YES	+ 2 Pts	City of Oakland - LBE	Confirmed	LBE Credit Given					
	Calichi Design Group, LLC	SLBE	SLBE	5.36%			City of Oakland - SLBE	Confirmed	SLBE Credit Given					
	IDA Structural Engineers, Inc	SLBE	SLBE	10.87%			City of Oakland - SLBE	Confirmed	SLBE Credit Given					
	H&M Mechanical	SLBE	SLBE	3.35%			City of Oakland - SLBE	Confirmed	SLBE Credit Given					
	NBA Engineering	SLBE	SLBE	11.31%			Port of Oakland VSBE	Confirmed	SLBE Credit Given					
	Merrill Morris	SLBE	SLBE	3.35%			Alameda County - SLBE	Confirmed	SLBE Credit Given					
	Total Proposed LBU Participation:		92.47%				SLBE %	34.24%	SLRBE %	0.00%	LBE %	58.23%		
							2 Pts	This firm meets the minimum OUSD LBU requirements.						
tBP/Architecture	IDA Structural Engineers, Inc	SLBE	SLBE	13.70%	YES	+ 2 Pts	City of Oakland - SLBE	Confirmed	SLBE Credit Given					
	NBA Engineering	SLBE	SLBE	21.70%			Port of Oakland VSBE	Confirmed	SLBE Credit Given					
	Calichi Design Group, LLC	SLBE	SLBE	9.10%			City of Oakland - SLBE	Confirmed	SLBE Credit Given					
	Cupples Keller (Keller Mitchell)	SLBE	SLBE	6.30%			City of Oakland - SLBE	Confirmed	SLBE Credit Given					
	Leland Saylor Associates	SLBE	LBE	7.60%			OUSD - LBE	Confirmed	LBE Credit Given					
	Total Proposed LBU Participation:		58.40%				SLBE %	50.80%	SLRBE %	0.00%	LBE %	7.60%		
							4 Pts	This firm meets the minimum OUSD LBU requirements.						
DSK Architects	dsk Architects	SLBE	SLBE	47.40%	YES	+ 2 Pts	Alameda County - SLBE	Confirmed	SLBE Credit Given					
	Salas O'Brian	LBE	n/a	7.00%			Alameda County	Expired	No LBU Credit					
	Zeiger Engineers, Inc	SLBE	n/a	8.70%			Alameda County	Expired	No LBU Credit					
	BKF Engineers	LBE	LBE	5.40%			Port of Oakland - LIA	Confirmed	LBE Credit Given					
	H&M Mechanical	SLBE	SLBE	3.35%			City of Oakland - SLBE	Confirmed	SLBE Credit Given					
	PGA Design	SLBE	SLBE	4.00%			City of Oakland - SLBE	Confirmed	SLBE Credit Given					
	Micro Estimating	SLBE	n/a	4.00%			Firm Outside of Geographical Location					No LBU Credit		
	Total Proposed LBU Participation:		71.85%				SLBE %	54.75%	SLRBE %	0.00%	LBE %	5.40%		
							4 Pts	This firm meets the minimum OUSD LBU requirements.						

## OUSD - LBU Verification Calculations &amp; Analysis

## Garfield ES - Architectural Services



## Oakland Unified School District

LSL/RBE Verification

Calculations &amp; Analysis Worksheet (RFQ/P)

Site: Garfield Elementary School

Project Name: Modernization Project

Scope: Architectural Services

Prime	Sub/Prime	Proposed S/LBE Status	LBP Credit Given	Proposed Contract %	50% LBU Requirement Met	LBU Preference Points	Notes				
Hibser Yamauchi	HY Architects	LBE	LBE	55.00%	YES		City of Oakland - LBE	Confirmed	LBE Credit Given		
	Calichi Design Group, LLC	SLBE	SLBE	5.00%			City of Oakland - SLBE	Confirmed	SLBE Credit Given		
	IDA Structural Engineers, Inc	SLBE	SLBE	10.00%			City of Oakland - SLBE	Confirmed	SLBE Credit Given		
	Alter Consulting Engineers	SLBE	SLBE	6.00%			City of Oakland - SLBE	Confirmed	SLBE Credit Given		
	Cupples Keller (Keller Mitchell)	SLBE	SLBE	6.70%			City of Oakland - SLBE	Confirmed	SLBE Credit Given		
	Total Proposed LBU Participation:			82.70%			SLBE %	27.70%	SLRBE %	0.00%	LBE %
					2 Pts		This firm meets the minimum OUSD LBU requirements.				

## LBU Justification

**Full LBU Requirement:** The minimum local business utilization requirement of 50% is applicable for this contract. Firms must meet the entire 25% SLBE/SLRBE or more requirement and can utilize up to 25% LBE participation.

**LBU Modification:** Based on the availability analysis conducted for this specific RFP/Q, the District is waiving the entire 25% SLBE/SLRBE requirement. The minimum local business utilization requirement of 50% is applicable for this RFP/Q and can be met with a 50% LBE participation.

**Complete LBU Waiver:** The District is waiving the entire 50% LBU participation requirement. Firms are not required to meet the 25% SLBE/SLRBE or LBE requirement for this contract.

**Responsive:** Based on the LBU Participation Worksheet, the Compliance Team finds the following firms responsive and eligible for contract award.

**Non Responsive:** Based on the LBU Participation Worksheet, the Compliance Team finds the following firms nonresponsive and ineligible for contract award.

Dialog Design

Noll &amp; Tam Architects

Quattrocchi Kwok Architects

Shah Kawasaki Architects

SVA Architects

tBP/Architecture

DSK Architects

Hibser Yamauchi

Perkins Eastman

LCA Architects, Inc

Approval - LBU Compliance Officer

Prepared by 360 Total Concept  
 LBU Calculations - Garfield Elementary School - Architect Services - 08.24.23  
 Professional Services

- 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 \$109,300 (as of 1/1/23)
- 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:

- Quattrocchi Kwok Architects (QKA) will provide full site assessment including building envelope and system conditions for Garfield ES Site Renovation Project.

**AGREEMENT  
FOR  
ARCHITECTURAL SERVICES  
BETWEEN  
OAKLAND UNIFIED SCHOOL DISTRICT  
AND  
QUATTROCCHI KWOK ARCHITECTS**

November 30, 2023

OAKLAND UNIFIED SCHOOL DISTRICT  
DEPARTMENT OF FACILITIES PLANNING AND MANAGEMENT  
955 HIGH STREET  
OAKLAND, CALIFORNIA 94601

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**AGREEMENT  
FOR  
ARCHITECTURAL SERVICES**

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This Agreement for Architectural Services (“Agreement”) is between the Oakland Unified School District, a California public school district (the “District”), and the firm of Quattrocchi Kwok Architects (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, Lyanne Kay Schuster, Principal, Studio Lead, license number C24732, authorized signatory for Quattrocchi Kwok Architects.
- 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 related to the Project, 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 Quattrocchi Kwok Architects, and its officers, shareholders, owners, partners, employees, agents and authorized representatives.

**1.4 Basic Services.** Architect’s Basic Services consist of the design services (including landscaping architectural services and landscape irrigation design, and civil, structural, mechanical, and electrical engineering services) required by this Agreement and 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 the 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 and post-construction closeout 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. The term for the performance of Basic and Additional Services (“Services”) shall be the duration of the Project (“Term”), and Architect shall complete the Services within the Term. The Services 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**

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

## Garfield Elementary School Renovation Project

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

### 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 FOUR HUNDRED NINETY-TWO THOUSAND AND SIX HUNDRED SEVENTY-NINE DOLLARS AND NO/100 (\$492,679.00), which is Architect's estimate of the maximum total cost of its Basic Services on the Project, based on its August 17, 2023, 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 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.

**4.2 Additional Services.** Architect may invoice separately for Additional Services if provided by Architect under Article 6, but the Architect's total contingency compensation for Additional Services shall not exceed FIFTY THOUSAND AND EIGHT HUNDRED TWENTY DOLLARS AND NO/100 (\$50,820.00). 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 ("Reimbursable Expenses"). Architect may not charge a 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 THIRTY THOUSAND DOLLARS AND NO/100 (\$30,000.00), which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

4.4 The total not-to-exceed price under this Agreement based on Sections 4.1, 4.2, and 4.3 above is FIVE HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED NINETY-NINE DOLLARS AND NO/100 (\$573,499.00). 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 hours spent on the activity, the person performing it, and the person's rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to District payment of such expenses. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Architect otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.

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

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

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

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

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

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

## **ARTICLE 5** **BASIC SERVICES TO BE RENDERED BY ARCHITECT**

### **5.1 General**

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

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

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

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

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

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

5.1.7 Architect shall provide a minimum of three (3) full-time employees before construction commences, and one (1) full-time employee and one (1) half-time employee 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 ten (10) 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, including assistance to Architect in performance of its duties under this Agreement.

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.

5.2.4 If required by District, 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.

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

## **5.3 Project Assessment and Conceptual Design Phase; Schematic Design Phase**

### **5.3.1 Project Assessment and Conceptual Design Phase**

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

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

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

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

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

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

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

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

5.3.1.9 Architect shall prepare the Initial Conceptual Design:

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

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

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

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

### **5.3.2 Schematic Design Phase**

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

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

5.3.2.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost and/or duration 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 three (3) 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.

Unless assigned to another party (such as a construction manager) by the District in writing, Architect has the primary responsibility for the Project to supervise, coordinate and manage the compliance of all parties, including the District's Inspector of Record/Project Inspector ("IOR"), Contractor, any Construction Manager, laboratories, District and Architect itself, with the DSA Construction Oversight Process.

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 one weekly visit, to maintain

familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector unless Architect has agreed in writing to serve as the District's Project Inspector.

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

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

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

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

retained by Architect, unless due to Wrongful Acts or Omissions.

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

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

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

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

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

5.7.17 Notwithstanding anything else in this Agreement, as a part of its Basic Services the Architect shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Architect agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Architect which arise out of, or are related to, any claims by

Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, District may pursue claims, lawsuits or other proceedings against Architect.

5.7.18 The Architect will provide 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 and directed in writing by District. Compensation for Additional Services shall be paid based on the hourly rates in Section 4.8 and as otherwise set forth in this Agreement, unless otherwise agreed by the Parties in a Board-approved amendment. Any services performed by Architect without such written authorization and direction shall be presumed to be Basic Services. It is anticipated that Programming services will be required, but the scope of those services is not yet known. Programming will be provided as an additional service once the scope is defined and is expected to come out of the contingency allowance included in the fee represented in this agreement.

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 Four Million Dollars (\$4,000,000) 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 One Million Dollars (\$1,000,000) 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 Three Million Dollars (\$3,000,000) per claim and Five Million Dollars (\$5,000,000) aggregate and with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000). 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 services and 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, in whole or in part, 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, in whole or in part, 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 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 for performance of the Services under this Agreement. The Architect shall timely complete its 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  
Department of Facilities Planning and Management  
955 High Street  
Oakland, California 94601  
Attention: Thomas Preston, Chief Systems & Services Officer

**Architect:** Quattrocchi Kwok Architects  
55 Harrison Street, Suite 525  
Oakland, California 94607  
Attention: Lyanne Schuster, Principal/Studio Lead

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 at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1 for its employees, including the Architect as a sole proprietor (if applicable). Before performing any Services, Architect shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see **Exhibit C**).

Architect further agrees and acknowledges that if at any time during the Term of this Agreement Architect learns or becomes aware of information which differs in any way from the information learned as a result of compliance with the above requirements, or Architect adds personnel who will provide Services under this Agreement, Architect 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.

20.14 Before performing any Services, Architect shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to a roof project certification (Public Contract Code §3006), disabled veteran business enterprises (“DVBE”) certification (Education Code §17076.11), and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Architect shall use the District’s versions of these forms, which the District shall make available upon request.

20.15 CHPS Designed Only; CHPS Guidelines; Minor Modernization Scope Only; No OPSC HPI Eligibility Track:

20.15.1 CHPS Criteria, and CHPS Guidelines. 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 to self-certify the school project as ‘CHPS Designed’ according to the CHPS Designed Program and transmit the documentation to the District for its potential future submission to the CHPS Verified Program. The Architect shall work with the District and CHPS Program Manager to verify that the District’s project meets the Owner’s Project Requirements and 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 update the CHPS “Scorecard” with credit documentation to the extent applicable to scope, concurrent with each design phase submittal. The status of project compliance and any documentation submitted in relation to CHPS Designed 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, as applicable to scope of work, to identify strategies to improve daylighting to maximize goals of CHPS Credit EQ 1.1 ‘Daylighting,’ shall also be performed at Schematic, Design Development, and Construction Documentation phases.

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.

\*\*\*\*\*

**DISTRICT:**  
**OAKLAND UNIFIED SCHOOL DISTRICT**



**11/17/2023**

Mike Hutchinson, President,  
Board of Education

Date



**11/17/2023**

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

Date



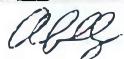
**Nov 3, 2023**

Preston Thomas (Nov 3, 2023 11:14 PDT)

Preston Thomas, Chief Systems & Services  
Officer, Facilities Planning and Management

Date

**Approved As To Form:**



**11/2/23**

OUSD Facilities Legal Counsel

Date

**ARCHITECT:**  
**Quattrocchi Kwok Architects**



**10/31/2023**

Signature

Date

**Lyanne Schuster, Principal, Studio Lead**  
Name & Title

*Exhibit A*

**RATE SCHEDULE**



QUATTROCCHI KWOK  
ARCHITECTS

**Hourly Rate Schedule  
For Calendar Year 2023**

Principal	\$260/hr.
Project Manager/Associate/Director	\$240/hr.
Project Architect/Designer	\$225/hr.
Job Captain	\$210/hr.
Construction Admin Project Manager	\$220/hr.
Assistant Construction Admin Project Manager	\$200/hr.
Interior Designer	\$220/hr.
Junior Designer	\$195/hr.
Construction Admin Project Coordinator	\$185/hr.
Administrative	\$135/hr.

Consultants: 1.10 times the consultants' standard hourly rates.

The above rates are effective January 1, 2023, and are in effect for the calendar year 2023. On January 1 of each of the subsequent years, the above rates shall be adjusted at the rate of the Consumers Price Index as published by the Bureau of Labor Statistics.

**MAIN:**  
636 Fifth Street, Santa Rosa, CA 95404

**EAST BAY:**  
55 Harrison Street, Suite 525, Oakland, CA 94607  
707.576.0829  
A California Corporation  
[www.qka.com](http://www.qka.com)



QUATTROCCHI KWOK  
ARCHITECTS

October 26, 2023

Juanita Hunter  
Specialist, Facilities Contracts & Bids  
Oakland Unified School District  
955 High Street, Oakland, CA 94601  
[juanita.hunter@ousd.org](mailto:juanita.hunter@ousd.org)

RE: Garfield Elementary School Modernization  
Project No.: 2250.00

Dear Juanita

QKA would like to clarify the following points relative to the Agreement for Architectural Services for the Garfield Elementary School Modernization project.

1. QKA would like to request that Lyanne Schuster be the Architect of Record and signatory to the Agreement. Lyanne is a Principal in the firm, has signatory authority and will be the Project Manager and Studio Leader for the project. Lyanne's license number is C24732.
2. As discussed with you, Jon Esposito and Colland Jang, the scope of services required for Programming are not yet known and are not included in the scope of this agreement. To clarify that point QKA proposes that the following language be added to the end of section 3.1 of the agreement:

*It is anticipated that Programming services will be required, but the scope of those services is not yet known. Programming will be provided as an additional service once the scope is defined and is expected to come out of the contingency allowance included in the fee represented in this agreement.*

3. As agreed upon in our call QKA proposes the following language to establish a value of services associated with close out the project certification with DSA to be withheld by OUSD until the project is certified with DSA. The following language would be added to paragraph 4.5:

**MAIN:**

636 Fifth Street, Santa Rosa, CA 95404

**EAST BAY:**

55 Harrison Street, Suite 525, Oakland, CA 94607

707.576.0829

A California Corporation

[www.qka.com](http://www.qka.com)

*“... under Section 5.7.20. The Owner will withhold 10% of the Construction Administration Phase until completion of all closeout activities including project certification by the Division of the State Architect. If the total...”*

4. Per our discussion relative to 20.15 and the project CHPS Certification Level we understand that the project will pursue CHPS Designed certification. Should the District elect to pursue CHPS Verified Certification at a later date additional services will be required to provide the necessary documentation.
5. QKA accepts the language in paragraph 10.1 as presented with a \$10,000 deductible and can provide that level of coverage.
6. QKA accepts the language in 18.1 as presented in the Agreement.

Thank you for your cooperation in finalizing the Agreement. Please send the final version for our review and signature.

Sincerely,



Aaron Jobson, AIA, ALEP  
President/CEO



Lyanne Schuster, ALEP  
Principal/Studio Lead

cc: Colland Jang, John Esposito  
encl.

*Exhibit B*

**PROJECT SCHEDULE**

**Contract Term:** **Intended Start:** **November 30, 2023**  
**Intended End:** **December 31, 2024**

*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 Lyanne Schuster [insert "owner" or officer title] of Quattrocchi Kwok Architects [insert name of business entity], have read the foregoing and agree that Oakland USD [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: 11/1/2023

Name: Lyanne Schuster

Signature: 

Title: Principal / Studio Leader

## **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:	<u>Quattrocchi Kwok Architects</u>	Date of Entity's
Contract with District:	<u>11-30-2023</u>	Scope of Entity's
Contract with District:	<u>Oakland USD</u>	

I, Lyanne Schuster [insert name], am the Principal/Studio Leader [insert "owner" or officer title] for Quattrocchi Kwok Architects [insert name of business entity] ("Entity"), which entered a contract on 11-30, 2023, with the District for Oakland USD.

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: November 1, 2023

Signature:   
Typed Name: Lyanne Schuster  
Title: Principal/Studio Leader  
Entity: Quattrocchi Kwok Architects



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 800 Edgewood Place Windsor CA 95492-9207	<b>CONTACT</b> NAME: PHONE (A/C, No. Ext): 707-687-2200 FAX (A/C, No): 707-687-2021	
	E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Travelers Property Casualty Co of America 25674	
	<b>INSURER B:</b> Security National Insurance Company 19879	
	<b>INSURER C:</b> The Travelers Indemnity Company of CT 25682	
	<b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> Quattrocchi & Kwok Architects, Inc. 636 Fifth Street Santa Rosa CA 95404		
License#: 0D69293 QUAT&KW-01		

## COVERAGES

CERTIFICATE NUMBER: 789843488

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6800J8414122347	5/13/2023	5/13/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$			
							GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC			
							OTHER:			
C	<b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA7R8031482347G	5/13/2023	5/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$			
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP8B5969372347	5/13/2023	5/13/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$			
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A		SWC1442807	5/1/2023	5/1/2024	<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			

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

Oakland Unified School District is an Additional Insured as respects General liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

## CERTIFICATE HOLDER

## CANCELLATION

<p>Oakland Unified School District  Attn: Risk Management  1011 Union St., Site 987  Oakland CA 94607</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>	
	<p>AUTHORIZED REPRESENTATIVE</p> 	

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2023

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd, Suite 230 Lafayette CA 94549	CONTACT NAME: Angela Borg	
	PHONE (A/C, No. Ext): 510-272-1429 FAX (A/C, No):	
	E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Casualty and Surety Co of America 31194	
	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
License#: 6003745 QUATKWO-01		
INSURED Quattrocchi Kwok Architects 636 Fifth Street Santa Rosa CA 95404		

## COVERAGES

CERTIFICATE NUMBER: 579356936

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	CLAIMS-MADE	<input type="checkbox"/>	OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						OTHER:	\$
	POLICY	<input type="checkbox"/>	PRO- JECT	<input type="checkbox"/>	LOC			
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	Hired AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$
	DED	<input type="checkbox"/>	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	Y / N	N / A			PER STATUTE	OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
A	Professional Liability			106534233	6/22/2023	6/22/2024	Per Claim Aggregate Limit Deductible	\$3,000,000 \$5,000,000 \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: All Operations of the Named Insured.

## CERTIFICATE HOLDER

## CANCELLATION 30 Day Notice of Cancellation

Oakland Unified School District Attn: Preston Thomas, Cheif Systems & Services Officer Department of Facilities Planning and Management 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 <i>Angela Borg</i>	

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## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

### Project Information

Project Name	Garfield ES Site Renovation Project			Site	118
<b>Basic Directions</b>					
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.					
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider				

### Contractor Information

Contractor Name	Quattrocchi Kwok Architects (QKA)	Agency's Contact	Aaron Jobson				
OUSD Vendor ID #	008619	Title	President				
Street Address	55 Harrison Street	City	Oakland		State	CA	Zip
Telephone	707-576-0829	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 #	22102						

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	11-30-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2024
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)	\$573,499.00
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
9655/9867	Fund 21/Measure Y	210-9655-0-9867-8500-6215- 118--9180-9906-9999-22102	22102	\$573,499.00

### 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 Executive Director, Facilities Planning & Management <i>Healy Thomas</i> Healy Thomas (Nov 2, 2023 17:52 PDT)	Phone	510-535-7038	Fax	510-535-7082
2.	General Counsel, Department of Facilities Planning and Management <i>Lozano</i> Signature <i>Lozano</i> Lozano Smith, approved as to form	Date Approved	Nov 2, 2023		
3.	Chief Systems & Services Officer, Facilities Planning and Management <i>Preston</i> Signature <i>Preston</i> Preston Thomas (Nov 3, 2023 11:14 PDT)	Date Approved	11/2/23		
4.	Chief Financial Officer Signature	Date Approved			
5.	President, Board of Education Signature <i>Mike Hutchinson</i> Mike Hutchinson	Date Approved	11/17/2023		