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File ID Number	26-0638
Introduction Date	04-1-2026
Enactment Number	
Enactment Date	



Memo (Bid Award)

To Facilities Committee

From Denise Gail Saddler, Ed.D., Interim
Superintendent Preston Thomas, Chief Systems & Services Officer

Board Meeting Date April 1, 2026

Subject Amendment No. 3, Agreement Between Owner and Alternative Design-Builder – C. Overaa & Company – Coliseum College Preparatory Academy Site Expansion Project– Division of Facilities Planning and Management

Action Requested Approval by the Facilities Committee of Amendment No. 3, Agreement Between Owner and Alternative Design-Builder Contract by and between the District and C. Overaa & Company, Richmond, CA., to provide the final Guaranteed Maximum Price (GMP) to complete the full Site Expansion, including the new two-story classroom building and demolition of the existing gymnasium and other project requirements, for the Coliseum College Preparatory Academy Site Expansion Project, in an additional amount of \$59,101,431.00, increasing Agreement’s total not-to-exceed amount from \$3,273,398.00 to \$62,374,829.00. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for the final Guaranteed Maximum Price (GMP for the CCPA Site expansion.

LBP (Local Business Participation Percentage) 51.00%

Recommendation Approval by the Facilities Committee of Amendment No. 3, Agreement Between Owner and Alternative Design-Builder Contract by and between the District and C. Overaa & Company, Richmond, CA., to provide the final Guaranteed Maximum Price (GMP) to complete the full Site Expansion, including the new two-story classroom building and demolition of the existing gymnasium and other project requirements, for the Coliseum College Preparatory Academy Site Expansion Project, in an additional amount of \$59,101,431.00, increasing Agreement’s total not-to-exceed amount from \$3,273,398.00 to \$62,374,829.00. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund, Measure Y, Fund 25 Developer Fees

Attachments

- Amendment No. 3, including exhibits
- Routing Form
- File ID’s: 25-2698, 25-0994 & 24-1884

**AMENDMENT NO. 3 TO
AGREEMENT BETWEEN OWNER AND ALTERNATIVE DESIGN-BUILDER**

CCPA Site Expansion Project at Coliseum College Preparatory Academy

This Amendment No. 3 to the Agreement Between Owner and Alternative Design-Builder (this “**Amendment**”), dated as of **April 2, 2026** (“**Effective Date**”), is entered into by and between the Oakland Unified School District (“**District**”) and C. Overaa & Co., a California corporation and licensed general contractor (“**Contractor**”).

RECITALS

WHEREAS, District and Contractor entered into that certain Agreement Between Owner and Alternative Design-Builder, dated August 28, 2024 (the “**Original Agreement**”), as amended by that certain Amendment No. 1 to Agreement Between Owner and Alternative Design-Builder, dated **June 12, 2024** (“**First Amendment**”), and that certain Amendment No. 2 to Agreement Between Owner and Alternative Design-Builder, dated **December 11, 2025** (“**Second Amendment**”) whereby Contractor agreed to perform certain work for the CCPA Site Expansion Project at Coliseum College Preparatory Academy (the “**Project**”);

WHEREAS, as part of the Work of the Project, District and Contractor desire to establish the construction price, related assumptions, and associated milestones for the Project, based on **DSA Package # 01-122701** to establish terms and conditions applicable to such work (“**Amendment No. 3 Work**”).

WHEREAS, District and the Contractor wish to amend the Agreement to establish the scope of work for the **Amendment No. 3 Work**, the construction and completion schedule for the **Amendment No. 3 Work**, and pricing for the **Amendment No. 3 Work**, pursuant to the terms and conditions set forth in this Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

A. The foregoing provisions of the Recitals are true and correct and are incorporated into this Amendment by this reference. Any defined terms not defined herein will have the definition meaning given those terms in the Original Agreement, and the First Amendment. As used herein the term “**Agreement**” shall mean the Original Agreement, as amended by all prior Amendments.

B. Article IV of the Original Agreement defines the Construction Price and provides the mechanism to calculate the Construction Price. The portion of the Construction Price for the Amendment No. 3 Work shall be **Fifty-Nine Million One Hundred One Thousand Four**

Hundred Thirty-One (\$59,101,431). The Construction Price for the Amendment No. 3 Work required to be completed by this Amendment shall include all labor, materials, equipment, taxes, and costs necessary for the completion of the **Amendment No. 3 Work**. The Design-Builder has prepared the design for the Project, and is being provided with the Contingencies and Allowances below as part of the Construction Price. Requests for Change Orders will be guided by the general proposition that Change Orders will be limited to circumstances that could not have been anticipated by the Design-Builder in the exercise of due diligence. As this is a Progressive Design Build contract, the Construction Price may only be increased by Change Order pursuant to the Contract's General Conditions, if one or more of the following conditions applies:

1. District directed additional work could not have been reasonably inferred from the Project's Plans and Specifications,
2. Differing site conditions which could not have been discovered by Design-Builder at the time of finalizing the Construction Price through an exercise of reasonable due diligence;
3. District suspension of Work;
4. Changes in applicable law, provided that Design Builder cooperates with District in mitigating the adverse impact of any change in the law;
5. District prevention or disruption of Design-Builder's ability to access the construction site.

C. The Parties further acknowledge and agree that the Construction Price for the Amendment No. 3 Work includes the contingency amounts discussed below:

1. **District Contingency.** A "District Contingency" is established in the amount of **Two Million Two Hundred Four Thousand Three Hundred Seventy-Three Dollars (\$2,204,373)**, The "District Contingency" mentioned above is a line item within the Construction Price. The District may, in its sole discretion, use the District Contingency for:

- (a) District ordered changes to the Work after the Construction Price above has been established, or
- (b) cost increases due to Compensable Delays, in a manner consistent with the General Conditions, or
- (c) concealed or unknown Site conditions (including Pre-Existing Hazardous Materials) discovered after the execution of this Facilities Lease which could not reasonably have been foreseen by Contractor in its review of the Site and which require additional

costs.

2. **Contractor Contingency.** A “Contractor Contingency” is established in the amount of **Two Million Two Hundred Four Thousand Three Hundred Seventy-Three Dollars (\$2,204,373)**. The “Contractor Contingency” mentioned above is a line item within the Construction Price. The Construction Contingency may be drawn upon only to cover Contractor's errors and omissions in its design and construction of the Project. By way of example, and not as a limitation, such costs include scope gaps and work and material not explicitly stated but reasonably inferable from plans, subcontract buy-out gaps, delays in receipt of material due to the fault of Contractor, corrections in the work, and costs to correct damage or fixes resulting from activity without a clearly responsible party, and coordination issues. Once the Construction Contingency has been exhausted, the Contractor shall have no further recourse against the District with respect to any category of cost intended to be covered by the Contractor Contingency Fund.

3. **Design Contingency.** A “Design Contingency” is established in the amount of **Eight Hundred Eighty-Four Thousand Seven Hundred Forty-Nine Dollars (\$884,749)**. The Parties acknowledge that as of the time of making this amendment certain portions of the Work have not been approved by DSA. As to those portions of work, this amendment shall become effective once DSA approves said plans. Current pricing is based on plans that have been submitted to DSA. If DSA revises said plans, and if said revisions result in material price increases, then Contractor shall be entitled to access the Design Contingency provided it follows the processes in the General Conditions.

4. **Allowances.** The Parties further acknowledge and agree that the following allowances shall be considered a line-item within Construction Price for the Amendment No. 3 Work. includes the contingency amounts discussed below:

Allowances	Amounts
Allowance-Restore Conditions	\$75,000
Allowance- Emergency Responder Radio Coverage System	\$109,800
Allowance- Contaminated Abatement (AC)	\$75,000
Allowance- Ornamental Fencing Upcharge at Select Locations	\$100,000
Security System excluded from Amendment 3	\$397,600
Added Intrusion Alarm & Fire Alarm Per District	\$615,691
PG&E Fees	\$185,000
DTSC Allowance	\$1,000,000
Schedule Acceleration	\$457,610
Total Allowances	\$3,900,451

All proposed Construction Contingency, District Contingency, Design Contingency draws and Allowance draws must be approved in writing prior to payment by District, and shall be timely submitted and supported by detailed Contractor estimates or job cost records, including full documentation of the labor, material, equipment and Subcontractor costs involved, all as described in the General Conditions. All Contingency and Allowance draws must be preceded by a fully executed Allowance Expenditure Directive. Any unused Allowance or Contingency funds shall be retained by the District at the end of the Project, and District is authorized to execute a unilateral change order for accounting purposes to show the final amount payable.

D. Article III of the Original Agreement defines the Contract Time and provides the milestones for the deadlines to complete the Project. Notwithstanding anything in the Original Agreement to the contrary, the Contract Time and milestone deadlines for the completion of the Work contemplated by Amendment No. 3, shall be as follows:

Phase 1 – ~~The classroom building shall be substantially complete and ready for beneficial occupancy by 8/9/27.~~ The classroom building shall be ready for Owner to begin moving in furniture and preparing for occupancy by 7/19/27.

Initial: [SNH](#)

Phase 2 – The Gym and other work associated to amendment 3 shall be substantially complete and ready for beneficial occupancy by 11/30/27.

Liquidated damages in the amount of \$4,000 per day from the respective scheduled milestone deadline noted above shall accrue for each day of delay on any of the phases reference above. The foregoing timelines assume a Notice to Proceed is issued for Site Work on or before April 2, 2026, and a Notice to Proceed is issued for all other work on or before 5/27/26.

E.. Except as specifically modified herein this Amendment, the Agreement shall remain unmodified and in full force and effect. In the event of any inconsistency between the provisions of the Original Agreement, any subsequent amendment preceding this Amendment, and this Amendment, the provisions of this Amendment shall govern and control.

F. This Amendment, all prior amendments and the original agreement shall constitute the entire agreement between the Parties regarding the subject matter discussed and supersedes all prior negotiations and understandings. This Amendment may be amended only by a written instrument executed by authorized representatives of both Parties. No waiver of any provision of this Amendment shall be effective unless in writing, and any waiver shall apply only to the specific instance stated. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Amendment shall be governed by and construed in accordance with the laws of the State of California. Venue for any action arising out of this Amendment shall lie exclusively in the county in which the District is located. This Amendment may be executed in counterparts and by electronic signature, each of which shall be deemed an original and together constitute one instrument. The Parties are independent entities and nothing herein creates a partnership, joint venture, or agency relationship. Neither Party may assign any rights or

obligations under this First Amendment without the prior written consent of the other, except to a successor by operation of law. Each individual signing below represents that they have the authority to enter this agreement on behalf of the Party to be bound, and the individuals signing warrant they are authorized to bind the respective Party. Headings are for convenience only and do not affect interpretation. This Agreement shall be interpreted as though jointly drafted, and no rule of construction against the drafter shall apply.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Effective Date by their respective officers thereunto duly authorized.

DISTRICT:

Oakland Unified School District

Jennifer Brouhard, President,
Board of Education

Denise Gail, Interim Superintendent &
Secretary of the Board of Education

Preston Thomas Mar 6, 2026
Preston Thomas, Chief Systems & Services
Officer

CONTRACTOR:

C. OVERAA & Co.,
a California corporation and a licensed general
contractor

By: A. Powell
Name: A. COURT POWELL
Title: COO
Date: 3/5/24

Approval as to form:

James Traber 3/6/2026
James Traber, Esq.
Facilities Counsel



200 Parr Boulevard, Richmond, CA 94801
p (510) 234-0926 f (510) 237-2435 www.overaa.com

AMENDMENT 3.0

2/20/2026

Oakland Unified School District
Attn: Ellen Clements
955 High Street
Oakland, CA 94601

Re: 3564- OUSD Coliseum College Preparatory Academy
Subject: DSA Submission Price Proposal For Site, Classrooms, and Gymnasium

Dear Ellen,

Over the course of the last year, we have collaborated with Oakland Unified School District to budget, schedule, and plan Coliseum College Preparatory Academy Site Expansion located at 1390 66th Avenue, Oakland California. We have successful finished our final bid effort for the project. We are pleased to submit a final price proposal in the amount of **\$59,101,431** to incorporate the Scope of work into our contract.

Clarification:

1. This Amendment includes Accepted Value Engineering 1.0, 4.0, 5.0, 6.0, 7.0, & 14.0
2. This amendment excludes previously identified soft cost items such as the base contract amount, Amendment 1.0, and Amendment 2.0. The revised contract Amount for Overaa is \$62,374,829.
3. The Price Proposal includes clarifications that are included in the amendment and part of the revised contract.

We appreciate your effort to timely review this request and issue the associated contract change order. This quotation covers only the direct cost of the work described and does not include any evaluation of the impact of the subject change upon the contract time or any costs related thereto. This quotation is only for the work described herein. No other impacts are considered unless specifically noted. Unless noted otherwise, this proposal will remain valid for ten days from the date of this proposal.

Very truly yours,

C. OVERAA & CO.

Rick Moore
Sr. Project Manager

Approved By:
Owner: _____
Date: _____

PCO:
02.0

Name: 3564 - OUSD Coliseum College Prep

Date: 3/2/2026



DIVISION	SCOPE OF WORK	PRICE	COMMENTS
	Janitorial / Site Cleanup	\$ 62,050	
	Storage Facilities	\$ 10,965	
	Job Sign and Installation	\$ 2,028	
	Deliveries - incl. Truck	\$ 24,650	
	Final Building Clean	\$ 37,100	
	Waste (Debris, offhaul, dump charges, dumpster)	\$ 46,750	
	Forklift	\$ 35,417	
	JLG/Scissorlift	\$ 40,318	
	Small Tools	\$ 10,000	
	Printing	\$ 3,000	
	Procore project Management Software	\$ 63,600	
	Site Security (project)	\$ 356,480	
	Time Lapse Camera's	\$ 33,500	
	Subtotal Site Requirements	\$ 725,858	
2	EXISTING CONDITIONS		
	Construction Survey	\$ 112,880	
02 41 19	Selective Demolition (Portables)	\$ 64,599	
02 41 16	Selective Demolition (Gym)	\$ 410,539	
026000	CONTAMINATED MATERIAL ABATEMENT (GYM)	\$ 361,000	Per ACC Environmental Consultants Report Dated December 17 2025
	Subtotal Existing Conditions	\$ 949,018	
3	CONCRETE		
03 32 00	Rebar	\$ 448,335	
03 30 00	Cast-in-place concrete - Structural	\$ 2,350,238	
03 54 00	Concrete Underlayment (Gypcrete)	\$ 68,030	
03 35 00	Cast-in-place concrete - Pump, Place, Finish	\$ 116,152	
	Subtotal Concrete	\$ 2,982,755	
5	STEEL		
05 12 00	Structural Steel	\$ 1,897,829	
	Steel Discount	(\$ 150,000)	Steel Price Discounted per Meeting with District 3/2/26
05 30 00	Metal Deck	\$ 514,150	
05 30 00	Metal Deck-Gym only	\$ -	
05 30 00	Acoustic Metal Deck - Gym	\$ -	
05 50 00	Metal Fabrications	\$ 514,390	
05 51 00	Metal Stairs	\$ -	
	Perimeter Safety Cable & Opening (install, maintain, removal)	\$ 75,999	
	Polycarb Metal Canopy	\$ -	
	Subtotal Steel	\$ 2,852,368	
6	WOOD		
06 10 00, 06 17 33	Wood Framing (production work)	\$ 4,450,352	
	Misc Detail Framing (Non-Production/Backing)	\$ 72,951	
06 20 00	Finish Carpentry	\$ 49,950	
06 40 00	Architectural Woodwork	\$ 416,796	
12 35 53	Casework - Lab	\$ 235,364	
06 64 00	Plastic Paneling	\$ 14,009	
	Subtotal Wood	\$ 5,239,422	
7	THERMAL & MOISTURE PROTECTION		
07 13 26	Self-Adhering Sheet Waterproofing	\$ 61,882	
07 26 00	Below Grade Vapor Barrier	\$ 50,492	
07 21 00	Insulation - Fiberglass Batt	\$ 175,767	
07 21 00	Insulation - Rigid / Continuous	\$ 279,439	
07 50 00	Membrane Roofing (SBS Roofing)	\$ 1,394,330	QUALIFIED AS SAME MFR FOR BOTH SYSTEMS (ELEVATE)
	Membrane (PVC Roofing)	\$ -	
07 72 00	Roof Accessories - Hatch	\$ -	INCLUDED IN ROOFING
07 71 00	Roof Specialties- Post	\$ -	INCLUDED IN ROOFING
07 62 00	Sheet Metal / Flashing	\$ 267,318	INCLUDED IN ROOFING
07 81 00	Applied Fire Protection	\$ 176,545	ALLOWANCE NOTED BELOW
07 84 00	Firestopping	\$ 58,384	
079200	Joint Sealers	\$ 96,023	
079513	Expansion Joint Cover Assemblies	\$ 13,500	
	Subtotal Thermal & Moisture Protection	\$ 2,573,680	
8	DOORS / WINDOWS		
08 11 13	Doors, Frames & Hardware	\$ 437,800	
08 31 00	Access Doors & Panels	\$ 20,000	
08 33 23	Overhead Coiling Door	\$ 68,000	
08 44 18	Glazed Steel Curtain Wall	\$ 987,018	
08 45 00	Translucent Wall Assemblies	\$ 436,800	
08 62 00	Unit Skylights	\$ 63,710	
	Subtotal Doors / Windows	\$ 2,013,328	
9	FINISHES		
09 21 16	Gypsum Board Assemblies	\$ 1,922,153	
09 24 00	Cement Plastering	\$ 1,200,544	
09 30 00	Tile	\$ 592,686	
09 51 13	Acoustic Panel Ceilings	\$ -	
09 84 00	Acoustic Room Components	\$ 357,427	
09 05 61	Floor Preparation	\$ 126,230	
09 64 00	Wood Flooring	\$ 374,920	
09 65 00	Resilient Flooring	\$ 467,110	
09 66 00	Epoxy Terrazzo Flooring	\$ 496,554	
09 72 00	Wall Coverings	\$ -	GYM SUPERGRAPHIC EXCLUDED

Name: 3564 - OUSD Coliseum College Prep

Date: 3/2/2026



DIVISION	SCOPE OF WORK	PRICE	COMMENTS
09 90 00	Paintings & Coating	\$ 382,626	
03 35 00	Polished Concrete	\$ 13,060	
	Scaffold & Temp. Stair	\$ 122,500	
	Punchlist Labor/Misc	\$ 20,560	
	Touchup	\$ -	
	Subtotal Finishes	\$ 6,076,370	
10	MISC SPECIALTIES		
10 11 00	Visual Display Units (Tackboard/Markerboards)	\$ 88,435	
10 14 19	Dimensional Letter Signage		
10 14 23	Panel Signage	\$ 118,720	
10 22 13	Wall and Door Protection	\$ 107,077	
10 43 00	Emergency Aid Specialities	\$ 5,000	
10 51 00	Lockers	\$ 96,607	
10 56 13	metal Storage Shelving	\$ 26,839	
10 44 00	Fire Protection Specialities	\$ 10,455	
	Misc Specialities	\$ 25,000	
	Subtotal Misc Specialities	\$ 478,133	
11	EQUIPMENT		
11 20 00	Commerical equipment	\$ 10,000	
	Washer & Dryer	\$ 5,000	
11 46 83	Ice Machines	\$ 4,000	INCLUDED ABOVE
	Fume Hood	\$ 30,500	
11 53 00	Lab Equipment	\$ 158,610	
11 66 00	Athletic Equipment	\$ 259,438	
11 52 00	Audio-Visual Equipment	\$ -	INCLUDED IN ELECTRICAL
	Athletic Equipment - Scoreboard	\$ -	
11 81 29	Facility Fall Protection	\$ -	EXCLUDED. NONE SHOWN
	Subtotal Equipment	\$ 467,548	
12	FURNISHINGS		
12 66 00	Telescoping Stands	\$ 340,570	
12 93 00	Site Furnishings (benches, trash, etc.)	\$ 128,868	
	Bicycle Racks	\$ 10,000	
	MURALS (EXCLUDED OFOI)	\$ -	EXCLUDED SHOWN FOR REFERENCE ONLY
	Subtotal Furnishings	\$ 479,438	
14	CONVEYING		
14 24 00	Hydraulic Elevators	\$ 235,600	
	Subtotal Conveying	\$ 235,600	
21	FIRE PROTECTION		
210000	Fire Sprinklers	\$ 581,501	
	Subtotal Fire Protection	\$ 581,501	
22	PLUMBING		
220000	Plumbing	\$ 2,028,468	
	Subtotal Plumbing	\$ 2,028,468	
23	HVAC		
230000	Heating, Ventilating, and Air Conditioning	\$ 4,165,945	
2309 93	Sequence of Operation for HVAC Controls	\$ -	
23 05 93	Testing, Adjusting & Balancing	\$ -	
	Temporary Heat	\$ -	EXCLUDED WILL BE ADDRESSED VIA CONTRACTOR CONTINGENCY IF NEEDED
	Subtotal HVAC	\$ 4,165,945	
26	ELECTRICAL		
260000	Electrical (power/lighting)	\$ 4,201,678	
26 31 01	Photovoltaic System	\$ 618,012	
27 00 00	Voice / Data	\$ 353,529	
27 51 01	Clock / Speaker	\$ 284,491	
28 16 00	Intrusion Alarm System	\$ -	SECURITY SYSTEM CONVERTED TO ALLOWANCE PER DISTRICT REQUEST 1/30/26
28 31 00	Fire Alarm	\$ 396,500	
27 80 00	Audio Visual	\$ 780,400	
	Temporary Light	\$ 8,500	
	TempPower (spider box, transformers - incl setup)	\$ 9,988	
	Subtotal Electrical	\$ 6,653,097	
31	EARTHWORK		
31 10 00	Site Clearing		
31 20 00	Earth Moving		
32 11 00	Pavement Base Course		
32 12 16	Asphalt Paving	\$ 1,350,118	
	Finish Site / Fine Grading	\$ 75,738	
	SWPPP MANAGEMENT	\$ 35,000	SWPPP INSPECTION EXCLUDED (CARRIED BY OWNER)
	SWPPP QSD Inspection	\$ -	
	Safety / Laborer	\$ 306,000	student safety, site access, flagmen, etc.
	Demolition - Utilities	\$ 28,000	
	Trench Safety	\$ 8,925	
	Construction Entrances (incl. install, maintence, and remove)	\$ 24,000	
	Temporary Road (Incl. install, maintence, and remove)	\$ 25,000	
	Subtotal Earthwork	\$ 1,852,781	
32	EXTERIOR IMPROVEMENTS		
32 13 16	Landscape Concrete	\$ 1,088,418	
32 17 13	Parking Bumpers		
32 17 24	Pavement Markings	\$ 25,000	
32 31 13	Chain Link Fencing	\$ 600,968	Includes All Fencing
	Fences & Gates - Equipment	\$ -	
	Fences & Gates - Ornamental	\$ -	

Name: 3564 - OUSD Coliseum College Prep

Date: 3/2/2026



DIVISION	SCOPE OF WORK	PRICE	COMMENTS
	Temp Fence (install, maintenance, remove)	\$ 23,702	
	Site Concrete Washouts (handle, offhaul)	\$ 15,000	
	Caulking - Conc Crack Control	\$ 25,000	
32 84 00	Irrigation	\$ 601,079	
	Subtotal Exterior Improvements	\$ 2,379,167	

33 SITE UTILITIES			
33 10 00	Site Utilities - Water	\$ 118,393	
	Site Utilities - Fire	\$ 385,000	
33 41 00	Site Utilities - Storm	\$ 529,100	
33 30 00	Site Utilities- Sewer	\$ 190,000	
33 46 00	Subdrainage	\$ 85,000	
	Site Utilities- Natural Gas Reroute	\$ 45,500	
	Subtotal Site Utilities	\$ 1,352,993	

SUBTOTAL DIRECT COST OF WORK		\$ 44,087,469	
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	DESIGN & PRECONSTRUCTION		EXCLUDED, Considered SOFT COSTS per DISTRICT (PART OF OVERALL PROJECT BUDGET)- NOTED BELOW FOR REFERENCE
	Amendment 1 & Amendment 2		EXCLUDED, Considered SOFT COSTS per DISTRICT (PART OF OVERALL PROJECT BUDGET)- NOTED BELOW FOR REFERENCE
	CONTINGENCY - Construction	\$ 2,204,373	
	CONTINGENCY-DESIGN	\$ -	
	CONTINGENCY - District	\$ 2,204,373	INSERTED BACK TO THE HARD COST/CONSTRUCTION COST
	OAKLAND LABOR FUND	\$ 100,000	
	CITY TAX	\$ 232,205	
	INSURANCE	\$ 442,375	
	BOND	\$ 221,187	
	BUILDERS RISK	\$ 774,156	
	SUBCONTRACTOR INSURANCE	\$ 1,085,730	
	GENERAL CONDITIONS	\$ 4,391,112	Includes field Overhead, office Overhead, & Profit
	SUBTOTAL INDIRECT COST	\$ 11,655,511	

OWNER CONTROLLED ALLOWANCES	FINAL GMP	
DSA ALLOWANCE	\$ 884,749	2% of Direct Cost of Work
Allowance - Contaminated material abatement (building)	\$ -	Now included in the GMP
Allowance- Restore existing conditions	\$ 75,000	Not shown- But Planned
Allowance- Emergency Responder Radio Coverage System	\$ 109,800	Not shown- But Planned
Allowance- Contaminated Abatement (AC)	\$ 75,000	Not shown- But Planned
ALLOWANCE- Ornamental Fencing Upcharge at Select Locations	\$ 100,000	
Security System excluded from Amendment 3	\$ 397,600	EXCLUDED IN AMENDMENT 3.1 Per District Request
Added Intrusion Alarm & Fire Alarm Per District ALLOWANCE	\$ 615,691	(low end scenario is 385k per 1/26 email to District)
PG&E Fees	\$ 185,000	ADDED PER DISTRICT REQUEST
Replace Current Steel Contractor w/ Best Valued Steel subcontractor	\$ -	Recommended Option for Best Valued Steel Contractor
DTSC ALLOWANCE	\$ 1,000,000	Now included per 2/24/26 meeting with District
SCHEDULE ACCELERATION	\$ 457,610	DISTRICT REQUESTED PER 1/9/26 Option A (NTP 5/27/26) building) 457k Option B (NTP 5/5/26) 223.8k
SUBTOTAL ALLOWANCES	\$ 3,900,451	

SUBTOTAL	\$ 59,643,431	NOW INCLUDED DISTRICT CONTINGENCY
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SOFT COSTS	FINAL GMP	
DESIGN & PRECONSTRUCTION	\$ 2,882,578	
Amendment 1 (Overaa COR 01/02)- Redesign due to VE	\$ 295,520	
Amendment 2 (Overaa COR 06/07)- Redesign due to VE	\$ 95,300	
CONTINGENCY - District	\$ -	Moved Back up to CONSTRUCTION COST/HARD COST PER 2/19 meeting with District
SUBTOTAL	\$ 3,273,398	

SUBTOTAL W/ Soft Costs	\$ 62,916,829	
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DISTRICT ACCEPTED VALUE ENGINEERING ITEMS

ITEM	DESCRIPTION	Approved	Not Reviewd (will be evaluated within 30d of Site NTP)
1.00	Substitute Daltile in place of Crossvile	\$ (40,000.00)	
4.00	Eliminate Drainmat behind Stucco		\$ (117,000.00)
5.00	Replace Epoxy Terrazzo (Dex-O-Tex) with Alternative product	\$ (330,000.00)	
6.00	Replace Aluminium flashing with Painted sheet metal flashing	\$ (55,000.00)	
7.00	Install Rmax Therma Sheath in lieu of 2" Mineral wood board for rigid insulation	\$ (82,000.00)	
14.00	Science Lab casework and countertops	\$ (35,000.00)	
	Subtotal	\$ (542,000.00)	\$ (117,000.00)

GRAND TOTAL W/ Soft Costs & ACCEPTED VE	\$ 62,374,829	FOR REFERENCE ONLY. THESE SOFT COST SCOPES OF WORK ARE PREVIOUSLY ABOVED BY DISTRICT. WHEN THE CONTRACT AMOUNT IS INCREASED THIS WILL BE THE REVISED CONTRACT AMOUNT
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Name: 3564 - OUSD Coliseum College Prep
 Clarifications
 Date: 2/20/2026



FINAL GMP CLARIFICATIONS	
1	We have specifically excludes cost of permits and cost of bonds unless otherwise noted in the Price Proposal.
2	WE assume we can utilize onsite water and power at no cost to the contractor.
3	This proposal includes material pricing based on current market conditions. In the a material increase or surcharge, Overaa will be entitled a price adjustment or change order to recover costs incurred by increases in raw material, commodity shortages, or price disruptions caused by changes in duties and/or imposed tariffs.
4	All Tap-ins to Clean water utilities to be performed by others (EBMUD).
5	WE have assumed that all locations labeled as TBD will be standard colors.
6	Pursuant to the Districts Request in Design Development, The Design Builder has specifically excluded the Design and Preconstruction agreement (AMOUNT \$2,882,578), The DISTRICT Contingency (5% of direct cost or ~2.2mil), and The Precon Amendments 1 (295k). These costs are included in the Project budget and will be included in the final GMP.
7	The attached budget is compliant with the Local Hire Requirements.
8	This Price Proposal is based on the OUSD CCPA DSA Submission Specifications Dated 11192025
9	This Price Proposal is based on the OUSD CCPA DSA Submission Plans s Dated 11192025
10	This Proposal is based on the "Option A" (i.e NTP to start construction 5/5/26). Should the project slip further due to DSA review, then additional acceleration may be necessary and will be addressed in an owner change order.
11	We specifically excluded a cost and/or resource loaded schedule. We will provide a monthly schedule update that shows project progress and impacts. We will provide a 6-week lookahead on a biweekly basis to coordinate our operation with the construction manager.
12	Our budget include utilizing Procore as the project software to maximize our planned staffing resources. We assume the Construction manager will handle any data upload to the district software.
13	We have qualified our bid to include Cookson Model ESD 20 in lieu of (BOD to keep cost down.)
17	We have qualfied our bid to utilize Elevate in Both the PVC And SBS Roof as discussed at prior Precon meeting. This will keep cost down as well as allow the district to have 1 warranty by 1 MFR.
19	Sexual Molestation Insurance is excluded
20	Per landscape specification 32 90 00, we have included a 90day maintence Period. We are unclear if the district would like to adjust to a 1yr maintence
21	Per landscape specificatio 32 90 00, we have not recieved analtics of the soil. We assume the soil is satisfactory for planting and can be amended in place

Name: 3564 - OUSD Coliseum College Prep
 Clarifications
 Date: 2/20/2026



22	North American Fence qualified their proposal to install typical Chain link fencing that is consistent with current DSA approved projects for OUSD. The current design will be revised to reflect that suggestion
23	As discussed, this Price Poposal excludes any cost increases due to the Constructability effort on the DSA SUBMISSION Set.Those will be address via Change order request and funded through allowance or contingency at a later date.
24	Should additional abatement be required, the abatement unit prices is suggested as follows Abatement Unit Price: Floor Tile & Mastic (\$30.00/Sq. Ft.) Abatement Unit Price: Pipe Elbow Insulation (\$180.00 EACH) Abatement Unit Price: Roof Penetration Compound (\$200.00 PER 12"x12" SPOT LOCATION)
25	WE specifically exclude FF&E and/or Network Equipment
26	Our Bid is based on acceptance of our front end markups sent for review in October 2025. Any alternation of any kind is subject to cost and/or time implication.
27	As discussed, we have not received soil analytics. We assume the material onsite is clean and not classified as hazardous. If soil is hazardous, there will be an upcharge to export
28	Startup and Commissioning is includedin proposal. 3rd Party Testing is excluded. This includes, but not limited to: window testing, Commissioning testing (TAB included by contractor), Soil Testing, offsite fabrication testing (ex. Welding or rebar),

#	Activity ID	Activity Name	Original Duration	Remaining Duration	At Completion Duration	Start	Finish	Total Float	2026		2027		2028		2029		2030		2031		2032	
									Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
1	OAKLAND USD DB Coliseum College Prep_ Preliminary Schedule DD 12312025 Plan A		819	484	820	28-Aug-24	30-Nov-27	0	30-Nov-27, OAKLAND USD DB Coliseum College Prep_ Preliminary Schedule DD 12312025 Plan A													
2	Contract Milestones		819	382	820	28-Aug-24	30-Nov-27	0	30-Nov-27, Contract Milestones													
3	MILESTONE1030	Notice to Proceed With Design Services	0	0	0	28-Aug-24			Services													
4	MILESTONE1000	Notice to Proceed with Construction Services	0	0	0	27-May-26		383	◆ Notice to Proceed with Construction Services													
5	MILESTONE1010	Classrooms Substantial Completion	0	0	0		19-Jul-27	93	◆ Classrooms Substantial Completion													
6	MILESTONE1060	Site Substantial Completion	0	0	0		02-Sep-27	60	◆ Site Substantial Completion													
7	MILESTONE1020	Classrooms Final Completion	0	0	0		14-Sep-27	53	◆ Classrooms Final Completion													
8	MILESTONE1040	Gym Substantial Completion	0	0	0		26-Oct-27	23	◆ Gym Substantial Completion													
9	MILESTONE1050	Gym Final Completion	0	0	0		30-Nov-27	0	◆ Gym Final Completion													
10	Project Milestones		462	462	462	31-Dec-25	26-Oct-27	23	26-Oct-27, Project Milestones													
11	Design		101	101	101	31-Dec-25	22-May-26	384	22-May-26, Design													
12	MILESTONE1160	Submit to DSA	0	0	0	31-Dec-25		485	Submit to DSA													
13	MILESTONE1170	DSA Approval	0	0	0		22-May-26	1	◆ DSA Approval													
14	Construction		293	293	293	31-Aug-26	26-Oct-27	23	26-Oct-27, Construction													
15	Classrooms		263	263	263	31-Aug-26	14-Sep-27	53	14-Sep-27, Classrooms													
16	MILESTONE1070	Concrete Footings Complete	0	0	0		31-Aug-26	316	◆ Concrete Footings Complete													
17	MILESTONE1080	Concrete SOG Complete	0	0	0		31-Aug-26	316	◆ Concrete SOG Complete													
18	MILESTONE1100	Building Dried-in Complete	0	0	0		23-Nov-26	257	◆ Building Dried-in Complete													
19	MILESTONE1090	Building Rough-in Complete	0	0	0		01-Mar-27	191	◆ Building Rough-in Complete													
20	MILESTONE1110	Finishes Complete	0	0	0		10-May-27	141	◆ Finishes Complete													
21	MILESTONE1120	Startup & Commissioning Complete	0	0	0		19-Jul-27	93	◆ Startup & Commissioning Complete													
22	MILESTONE1130	Substantial Completion (District Move-in)	0	0	0		19-Jul-27	93	◆ Substantial Completion (District Move-in)													
23	MILESTONE1140	Punchlist Complete	0	0	0		14-Sep-27	53	◆ Punchlist Complete													
24	Gym		270	270	270	01-Oct-26	26-Oct-27	23	26-Oct-27, Gym													
25	MILESTONE1180	Concrete Footings Complete	0	0	0		01-Oct-26	293	◆ Concrete Footings Complete													
26	MILESTONE1190	Concrete SOG Complete	0	0	0		01-Oct-26	293	◆ Concrete SOG Complete													
27	MILESTONE1210	Building Dried-in Complete	0	0	0		25-Feb-27	193	◆ Building Dried-in Complete													
28	MILESTONE1200	Building Rough-in Complete	0	0	0		20-May-27	133	◆ Building Rough-in Complete													
29	MILESTONE1220	Finishes Complete	0	0	0		14-Sep-27	53	◆ Finishes Complete													
30	MILESTONE1230	Startup & Commissioning Complete	0	0	0		26-Oct-27	23	◆ Startup & Commissioning Complete													
31	MILESTONE1240	Substantial Completion (District Move-In)	0	0	0		26-Oct-27	23	◆ Substantial Completion (District Move-In)													
32	Preconstruction		139	114	140	19-Nov-25	11-Jun-26	18	11-Jun-26, Preconstruction													
33	DSA Permitting		139	114	140	19-Nov-25	11-Jun-26	18	11-Jun-26, DSA Permitting													
34	EARLY Site Increment		79	54	80	19-Nov-25	18-Mar-26	10	18-Mar-26, EARLY Site Increment													
35	PRECON1370	Site increment Subission	50	24	50	19-Nov-25	03-Feb-26	0	Site increment Subission													
36	PRECON1380	Site Increment Backcheck	20	20	20	04-Feb-26	04-Mar-26	0	Site Increment Backcheck													
37	PRECON1390	Site Increment Approval	10	10	10	05-Mar-26	18-Mar-26	10	Site Increment Approval													
38	Building Increment		133	114	140	19-Nov-25	11-Jun-26	18	11-Jun-26, Building Increment													
39	PRECON1070	DSA initial Review Building Increment	75	48	75	19-Nov-25	10-Mar-26	0	DSA initial Review Building Increment													
40	PRECON1110	DSA Submission Building Increment	0	0	0		19-Nov-25 A		Submission Building Increment													
41	PRECON1330	MEPF Early Submittal Review (To Expedite Long Lead)	60	60	60	19-Jan-26	13-Apr-26	60	MEPF Early Submittal Review (To Expedite Long Lead)													
42	PRECON1080	Revise CD's	29	29	29	11-Mar-26	20-Apr-26	0	Revise CD's													
43	PRECON1130	DSA Back-Check	15	15	15	14-Apr-26	04-May-26	0	DSA Back-Check													
44	PRECON1340	MEPF Early Release Long Lead	42	42	42	14-Apr-26	11-Jun-26	0	MEPF Early Release Long Lead													
45	PRECON1090	DSA Approval	0	0	0		22-May-26	1	◆ DSA Approval													
46	Finalize Guaranteed Maximum Price (GMP) & Notice to Proceed (NTP)		78	78	78	04-Feb-26	27-May-26	0	27-May-26, Finalize Guaranteed Maximum Price (GMP) & Notice to Proceed (NTP)													

█ Remaining Level of Effort
 █ Remaining Work
 ◆ Milestone
█ Actual Work
 █ Critical Remaining Work
 █ % Complete

#	Activity ID	Activity Name	Original Duration	Remaining Duration	At Completion Duration	Start	Finish	Total Float	2026												2027				2028				2029				2030				2031				2032	
									Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2					
47	Early Building Pad GMP		40	40	40	04-Feb-26	02-Apr-26	0	▼ 02-Apr-26, Early Building Pad GMP																																	
48	PRECON2100	Scope Check & Start Full Bid Effort	20	20	20	04-Feb-26	04-Mar-26	0	Scope Check & Start Full Bid Effort																																	
49	PRECON2110	Submit Final Pricing	5	5	5	05-Mar-26	11-Mar-26	0	Submit Final Pricing																																	
50	PRECON2120	Board Approval	0	0	0		01-Apr-26	0	◆ Board Approval																																	
51	PRECON2130	Notice to Proceed with Construction Service Site Package	0	0	0	02-Apr-26		0	◆ Notice to Proceed with Construction Service Site Package																																	
52	Building A/B GMP		30	30	30	14-Apr-26	27-May-26	0	▼ 27-May-26, Building A/B GMP																																	
53	PRECON1120	Scope Check & Start Full Bid Effort	20	20	20	14-Apr-26	11-May-26	0	■ Scope Check & Start Full Bid Effort																																	
54	PRECON1160	Submit Final Pricing	0	0	0		11-May-26	0	◆ Submit Final Pricing																																	
55	PRECON1190	Board Approval	0	0	0		26-May-26	0	◆ Board Approval																																	
56	PRECON1170	Notice to Proceed with Construction Service Building Package	0	0	0	27-May-26		0	◆ Notice to Proceed with Construction Service Building Package																																	
57	Construction		420	420	420	02-Apr-26	30-Nov-27	0	▼ 30-Nov-27, Construction																																	
58	Submittals & Procurement		252	252	252	14-Apr-26	13-Apr-27	7	▼ 13-Apr-27, Submittals & Procurement																																	
59	SUBMITTAL1000	PROCURE PROCURE DELIVER ELECTRICAL GEAR (Assume 52wk lead time for new 2500a/gear)-Suggest	365	365	365	14-Apr-26	13-Apr-27	9	■ PROCURE PROCURE DELIVER ELECTRICAL GEAR (Assume 52wk lead time for new 2500a/gear)-Suggest																																	
60	SUBMITTAL1010	PROCURE/DELIVER MECHANICAL EQUIPMENT (AHU's, EF's, Splint system)	100	100	100	14-Apr-26	02-Sep-26	120	■ PROCURE/DELIVER MECHANICAL EQUIPMENT (AHU's, EF's, Splint systems)-Suggest Early Procurement																																	
61	PRECON1140	EARLY Submittal/Approval & For Ready for Early Release (NONE MEPF Related)	20	20	20	12-May-26	09-Jun-26	0	■ EARLY Submittal/Approval & For Ready for Early Release (NONE MEPF Related)																																	
62	SUBMITTAL1050	PROCURE/DELIVER Light Fixtures	90	90	90	12-May-26	17-Sep-26	110	■ PROCURE/DELIVER Light Fixtures																																	
63	SUBMITTAL1060	PROCURE/DELIVER Low Voltage Equipment & Trim	90	90	90	12-May-26	17-Sep-26	110	■ PROCURE/DELIVER Low Voltage Equipment & Trim																																	
64	SUBMITTAL1020	PROCURE/DELIVER ELEVATOR (suggest Early Procurement)	160	160	160	10-Jun-26	27-Jan-27	20	■ PROCURE/DELIVER ELEVATOR (suggest Early Procurement)																																	
65	SUBMITTAL1030	PROCURE/DELIVER JOIST System (Suggest Early Procurement)	80	80	80	10-Jun-26	01-Oct-26	0	■ PROCURE/DELIVER JOIST System (Suggest Early Procurement)																																	
66	SUBMITTAL1040	PROCURE/DELIVER STRUCTURAL STEEL (Suggest Early Procurement)	80	80	80	10-Jun-26	01-Oct-26	0	■ PROCURE/DELIVER STRUCTURAL STEEL (Suggest Early Procurement)																																	
67	SUBMITTAL1070	PROCURE/DELIVER ROOFING- Suggest Early Procurement	80	80	80	10-Jun-26	01-Oct-26	0	■ PROCURE/DELIVER ROOFING- Suggest Early Procurement																																	
68	CLASSROOMS		367	367	367	02-Apr-26	14-Sep-27	53	▼ 14-Sep-27, CLASSROOMS																																	
69	Earthwork		28	28	28	02-Apr-26	11-May-26	10	▼ 11-May-26, Earthwork																																	
70	EARTHWORK1050	Mobilization (Temp Fencing, Trailer delivery)	2	2	2	02-Apr-26	03-Apr-26	10	■ Mobilization (Temp Fencing, Trailer delivery)																																	
71	EARTHWORK1040	Site Demo & Site Safe-Off	5	5	5	07-Apr-26	13-Apr-26	10	■ Site Demo & Site Safe-Off																																	
72	EARTHWORK1030	Earthwork & Grading/UTILITY IMPROVEMENT	20	20	20	14-Apr-26	11-May-26	10	■ Earthwork & Grading/UTILITY IMPROVEMENT																																	
73	Foundation		80	80	80	27-May-26	29-Aug-26	0	▼ 29-Aug-26, Foundation																																	
74	FOUNDATION1030	Underslab Utility (Electrical, Plumbing, other)	20	20	20	27-May-26	18-Jun-26	0	■ Underslab Utility (Electrical, Plumbing, other)																																	
75	FOUNDATION1020	Structural Concrete Package (structural ex, Rebar, structural concrete)	60	60	60	19-Jun-26	29-Aug-26	0	■ Structural Concrete Package (structural ex, Rebar, structural concrete)																																	
76	Core & Shell		111	111	111	17-Jun-26	21-Nov-26	0	▼ 21-Nov-26, Core & Shell																																	
77	CORE&SHELL1020	Pre-Fab Building Onsite	58	58	58	17-Jun-26	08-Sep-26	44	■ Pre-Fab Building Onsite																																	
78	CORE&SHELL1010	Core & Shell Package (framing, Exterior Skin, Roof)- Plan for Winterization	80	80	80	19-Aug-26	21-Nov-26	0	■ Core & Shell Package (framing, Exterior Skin, Roof)- Plan for Winterization																																	
79	Buildout		169	169	169	30-Oct-26	02-Jul-27	103	▼ 02-Jul-27, Buildout																																	
80	Rough-In		95	95	95	30-Oct-26	01-Mar-27	0	▼ 01-Mar-27, Rough-In																																	
81	BUILDOUT1040	MEPF Rough in	95	95	95	30-Oct-26	01-Mar-27	0	■ MEPF Rough in																																	
82	Finishes		105	105	105	04-Feb-27	02-Jul-27	103	▼ 02-Jul-27, Finishes																																	
83	BUILDOUT1050	Finishes (If we don't have permanent power, need to plan for temporary power to acclimate)	80	80	80	04-Feb-27	10-May-27	0	■ Finishes (If we don't have permanent power, need to plan for temporary power to acclimate)																																	
84	BUILDOUT1080	MEPF Finishes	105	105	105	04-Feb-27	02-Jul-27	103	■ MEPF Finishes																																	
85	Start-up & Commissioning		60	60	60	23-Apr-27	19-Jul-27	0	▼ 19-Jul-27, Start-up & Commissioning																																	
86	BUILDOUT1060	Startup & Commissioning (HVAC, Electrical, Plumbing, Fire Suppression, Elevator inspection)	60	60	60	23-Apr-27	19-Jul-27	0	■ Startup & Commissioning (HVAC, Electrical, Plumbing, Fire Suppression, Elevator inspection)																																	
87	POST CONSTRUCTION		40	40	40	20-Jul-27	14-Sep-27	0	▼ 14-Sep-27, POST CONSTRUCTION																																	
88	BUILDOUT1070	Punchlist (Coordinate with District on move-in during or after punchlist)	40	40	40	20-Jul-27	14-Sep-27*	0	■ Punchlist (Coordinate with District on move-in during or after punchlist)																																	
89	GYMNASIUM		420	420	420	02-Apr-26	30-Nov-27	0	▼ 30-Nov-27, GYMNASIUM																																	
90	Earthwork		38	38	38	02-Apr-26	26-May-26	0	▼ 26-May-26, Earthwork																																	
91	EARTHWORK1020	Mobilization (Temp Fencing, Trailer delivery)	2	2	2	02-Apr-26	03-Apr-26	0	■ Mobilization (Temp Fencing, Trailer delivery)																																	
92	EARTHWORK1000	Site Demo & Site Safe-Off/	15	15	15	07-Apr-26	27-Apr-26	0	■ Site Demo & Site Safe-Off/																																	
93	EARTHWORK1010	Earthwork & Grading/UTILITY IMPROVEMENTS	20	20	20	28-Apr-26	26-May-26	0	■ Earthwork & Grading/UTILITY IMPROVEMENTS																																	

■ Remaining Level of Effort
 ■ Remaining Work
 ■ Actual Work
 ■ Critical Remaining Work
 ◆ Milestone
 ▬ % Complete

#	Activity ID	Activity Name	Original Duration	Remaining Duration	At Completion Duration	Start	Finish	Total Float	2026		2027				2028				2029				2030				2031				2032					
									Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
94	Foundation		90	90	90	27-May-26	01-Oct-26	0																												
95	FOUNDATION1000	Underslab Utility (Electrical, Plumbing, other)	20	20	20	27-May-26	23-Jun-26	0																												
96	FOUNDATION1010	Structural Concrete Package (structural ex, Rebar, structural concete)	70	70	70	24-Jun-26	01-Oct-26	0																												
97	Core & Shell		100	100	100	02-Oct-26	25-Feb-27	0																												
98	CORE&SHELL1000	Core & Shell Package (framing, Exterior Skin, Roof)-Plan for Winterization	100	100	100	02-Oct-26	25-Feb-27	0																												
99	Buildout		180	180	180	30-Dec-26	14-Sep-27	53																												
100	Rough-In		100	100	100	30-Dec-26	20-May-27	0																												
101	BUILDOUT1000	MEPF & Food Service Rough in	100	100	100	30-Dec-26	20-May-27	0																												
102	Finishes		140	140	140	26-Feb-27	14-Sep-27	53																												
103	BUILDOUT1010	Finishes	140	140	140	26-Feb-27	14-Sep-27	0																												
104	BUILDOUT1030	MEP Finishes	110	110	110	26-Feb-27	02-Aug-27	83																												
105	Start-up & Commissioning		42	42	42	15-Sep-27	26-Oct-27	0																												
106	BUILDOUT1020	Startup & Commissioning (HVAC, Electrical, Plumbing, Fire Supression, Elevat	42	42	42	15-Sep-27	26-Oct-27	0																												
107	POST CONSTRUCTION		35	35	35	27-Oct-27	30-Nov-27	0																												
108	A1120	Punchlist & Closeout	35	35	35	27-Oct-27	30-Nov-27	0																												
109	Site Improvements PACKAGE		113	113	113	26-Mar-27	02-Sep-27	60																												
110	SITE1010	SITE DEMO EXISTING GYM (COORDINATION REQUESTED WITH DISTRIC	30	30	30	26-Mar-27	06-May-27	143																												
111	SITE1000	SITE PACKAGE	93	93	93	23-Apr-27	02-Sep-27	60																												

**LOCAL BUSINESS PARTICIPATION WORKSHEET -
LBU Modifications & Amendments**



PRIME:	Original Contract Amount (Base Bid):	\$	2,882,578.00	
Project:	Originally Proposed LBU %:		91.00%	Amount:
Project #:	Amendment/Change Order No.:		[3.0]	\$ 59,101,430.94
Project Manager:	Total Contract Amount (Amended Contract, to Date):	\$	62,916,829.00	
Date:	Proposed LBU %		51.00%	

Small, Local Business Enterprise(s)/ Small Emerging, Local Business Enterprise(s)	Total Dollar Amount of Work	LBE %	SLBE%	SLBRE%	Certification Type & No.
Company: Anderson Carpet Address: 1000 W Grand Ave City/State: Oakland ,CA Phone: 5106521032	\$ 1,198,801.00	3.2%			
Company: Innovative Address: 8055 Collins Drive, Suite 10 City/State: Oakland, CA 94621 Phone: 510 209-4942	\$ 2,908,328.00		7.7%		
Company: Marcon Builders Address: 8108A Capwell Dr City/State: Oakland Ca Phone: 510-639-1914	\$ 498,550.00		1.3%		
Company: RK Roofing Address: 249 Estudillo Avenue City/State: San Leandro CA Phone: 510-902-7663	\$ 1,089,000.00		2.9%		
Company: AAC Address: 31044 San Antonio St City/State: Hayward CA Phone: 510-431-3303	\$ 779,338.00		2.1%		
Company: Slater Address: 850 S Van Ness City/State: SF, CA Phone: 734-368-3057	\$ 205,000.00		0.5%		
Company: Native Soil Address: 1721 Broadway #201 City/State: Oakland, CA. Phone: 510-332-9048	\$ 466,631.16		1.2%		
Company: Alpha Address: 66 Franklin Street, Suite 300 City/State: Oakland CA Phone: 510-300-5794	\$ 281,480.00		0.7%		
Company: D-Line Address: 2744 E 11th Street H13 City/State: Oakland CA Phone: 510-251-6400	\$ 2,752,282.00		7.3%		
Company: Broadway Mechanical Address: 873 81st Avenue City/State: Oakland ,CA 94621 Phone: 510-746-4000	\$ 4,505,086.25	12.0%			
Company: BME Address: 1281 30th st City/State: Oakland CA. 94608 Phone: 510-2081967	\$ 4,503,435.00	12.0%			
PRIME Company: C. Overaa & Co. Address: 200 Parr BLVD City/State: Richmond, CA. Phone: 510-234-2026	EXCLUDED from MATH				
Company: Address: City/State: Phone:					
	\$19,187,931.41	27.16%	23.89%	0%	0%

APPROVAL - LBU Compliance Officer

Date

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



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Coliseum College Preparatory Academy Site Expansion	Site	232
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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	C. Overaa & Co.	Agency's Contact	Mike Conrad				
OUSD Vendor ID #	009061	Title	Owner				
Street Address	200 Parr Blvd	City	Oakland	State	CA	Zip	94621
Telephone	510-234-0926	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 #	21113						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	8-29-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-06-2027
		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	\$59,101,431.00
Other Expenses		Requisition Number	

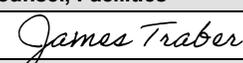
Budget Information

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
9655/9859	Fund 21 Measure	210-9657-0-9859-8500-6271-232-9180-9906-9999-21113	6271	\$46,101,431.00
9021/9859	YIFund 25	250-9021-0-9859-8500-6271-232-9180-9000-9999-21113	6271	\$13,000,000.00

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.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature  <small>Sale Nadel-Hayes (Mar 6, 2026 16:16:05 PST)</small>	Date Approved	Mar 6, 2026		
2.	General Counsel, Facilities				
	Signature 	Date Approved	3/6/2026		
3.	Chief Systems & Services Officer				
	Signature  <small>Preston Thomas (Mar 6, 2026 16:19:56 PST)</small>	Date Approved	March 6, 2026		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	25-2698
Introduction Date	12-10-2025
Enactment Number	25-2116
Enactment Date	12/10/2025 CJH



Memo (Bid Award)

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer

Board Meeting Date December 10, 2025

Subject Amendment No. 2, Agreement Between Owner and Alternative Design-Builder – C. Overaa & Company – Coliseum College Preparatory Academy Site Expansion Project– Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 2, Agreement Between Owner and Alternative Design-Builder Contract by and between the **District** and **C. Overaa & Company**, Richmond, CA., to provide additional construction services, which includes incorporating three new classroom spaces, implementing design changes and preparing a preliminary schematic submittal to DSA for the Coliseum College Preparatory Academy Site Expansion Project, in an additional amount of \$95,300.00, increasing Agreement’s total not-to-exceed amount from \$3,178,098.00 to \$3,273,398.00. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for additional construction services.

LBP (Local Business Participation Percentage) 90.19%

Recommendation Approval by the Board of Education of Amendment No. 2, Agreement Between Owner and Alternative Design-Builder Contract by and between the District and C. Overaa & Company, Richmond, CA., to provide additional construction services, which includes incorporating three new classroom spaces, implementing design changes and preparing a preliminary schematic submittal to DSA for the Coliseum College Preparatory Academy Site Expansion Project, in an additional amount of \$95,300.00, increasing Agreement’s total not-to-exceed amount from \$3,178,098.00 to \$3,273,398.00. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund Measure Y

Attachments

- Amendment No. 2, including exhibits
- Routing Form
- File ID: 25-0994 & 24-1884



**LOCAL BUSINESS PARTICIPATION WORKSHEET -
LBU Modification / Amendment**

LBU Not Impacted
(LBU Compliance Verification Only)

PRIME: C. Overaa & Co. Original Contract Amount (Base Bid): \$ 2,828,548.00
 Project: Colisium College Preparatory Academy Originally Proposed LBU %: 92 % Amount:
 Project #: 2113 **Amendment/Change Order No.:** 2 \$ 95,300.00
 Project Manager: Rick Moore Jr. Total Contract Amount (Amended Contract, to Date): \$ 3,273,398.00
 Date: 10/29/25 Proposed LBU % 90.19 %

Small, Local Business Enterprise(s)/ Small Emerging, Local Business Enterprise(s):	Total Dollar Amount of Work	LBE %	SLBE%	SLBRE%	Certification Type & No.
PRIME Company: C. Overaa & Co Address: 200 Parr Blvd City/State: Richmond, CA. Phone: 510-234-0926	\$ 298,278.00	%	%	%	
Company: BME Address: 1281 30 th street City/State: OAKLAND, CA. 94608 Phone:	\$ 0.00	%	%	%	
Company: Broadway Mechanical Address: 873 81st Ave City/State: OAKLAND CA. Phone: 510-746-4015	\$ 0.00	%	%	%	
Company: N&T Address: 337 17th St Suite 209, City/State: Oakland, CA 94612 Phone: (510) 542-2200	\$ 2,975,120.00	85.19 %	5.00 %	%	
Company: Westales Address: 2566 Barrington Court City/State: Hayward, CA. 94545 Phone: (510) 542-2200	\$ 0.00	%	%	%	
Company: Address: City/State: Phone:	\$ 0.00	%	%	%	
	\$ 3,273,398.00	85.19 %	5.00 %	0.00 %	90.19 %

Tiffany Knuckles

Oct 30, 2025

APPROVAL- LBU Compliance Officer

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



Updated June 2025

**AMENDMENT NO. 2 TO
AGREEMENT BETWEEN OWNER AND ALTERNATIVE DESIGN-BUILDER**

CCPA Site Expansion Project at Coliseum College Preparatory Academy

This Amendment No. 2 to Agreement Between Owner and Alternative Design-Builder (this “**Amendment**”), dated as of December 11, 2025 (“**Effective Date**”), is entered into by and between the Oakland Unified School District (“**District**”) and C. Overaa & Co., a California corporation and licensed general contractor (“**Contractor**”).

RECITALS

WHEREAS, District and Contractor entered into that certain Agreement Between Owner and Alternative Design-Builder, dated August 28, 2024 (the “**Original Agreement**”), as amended by that certain Amendment No. 1 to Agreement Between Owner and Alternative Design-Builder, dated June 12, 2024 (“**First Amendment**”), whereby Contractor agreed to perform certain work for the CCPA Site Expansion Project at Coliseum College Preparatory Academy (the “**Project**”);

WHEREAS, as part of the Work of the Project, District and Contractor intend to provide additional construction services, which includes incorporating three new classroom spaces, implementing design changes and preparing a preliminary schematic submittal to DSA for the Project (“**Amendment No. 2 Work**”).

WHEREAS, District and the Contractor wish to amend the Agreement to establish the scope of work for the Amendment No. 2 Work, the construction and completion schedule for the Amendment No. 2 Work, and pricing for the Amendment No. 2 Work, pursuant to the terms and conditions set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual agreements and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

A. The foregoing provisions of the Recitals are true and correct and are incorporated into this Amendment by this reference. Any defined terms not defined herein will have the definition meaning given those terms in the Original Agreement, and the First Amendment. As used herein and in the Original Agreement and the First Amendment, the term “**Agreement**” shall mean the Original Agreement, as amended by the First Amendment and this Amendment.

B. Article IV of the Original Agreement defines the Construction Price and provides the mechanism to calculate the Construction Price. The portion of the Construction Price for the Amendment No. 2 Work shall be Ninety-Five Thousand Three Hundred Dollars and 00/100 (\$95,300.00) as further described on **Exhibit A** attached hereto and incorporated herein by

reference. The Construction Price for the Amendment No. 2 Work required to be completed by this Amendment shall include all labor, materials, equipment, taxes, and costs necessary for the completion of the Amendment No. 2 Work.

C. Article III of the Original Agreement defines the Contract Time and provides the milestones for the deadlines to complete the Project. Notwithstanding the foregoing, the Contract Time and milestone deadlines for the completion of the Amendment No. 2 Work of the Project is indicated on **Exhibit B** attached hereto and incorporated herein by reference.

D. Article II of the Original Agreement identifies the scope of work of the Project. Notwithstanding the foregoing, the “Amendment No. 2 Work” that is required to be completed by the Contractor pursuant to this Amendment is identified on **Exhibit C** attached hereto and incorporated herein by reference.

E. As contemplated by Article III of the Agreement, failure to achieve the respective milestone deadlines for each Amendment No. 2 Work by shall subject the Contractor to assessment of liquidated damages in the amount of \$4,000 per day from the respective scheduled milestone deadline until such milestone is achieved.

F. Except as specifically modified herein this Amendment, the Agreement shall remain unmodified and in full force and effect. In the event of any inconsistency between the provisions of the Original Agreement as amended by the First Amendment and this Amendment, the provisions of this Amendment shall govern and control.

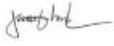
G. This Amendment may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall together be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Effective Date by their respective officers thereunto duly authorized.

DISTRICT:

Oakland Unified School District


12/11/2025

Jennifer Brouhard, President,
Board of Education


12/11/2025

Denise Gail, Interim Superintendent &
Secretary of the Board of Education



Preston Thomas, Chief Systems & Services
Officer

CONTRACTOR:

C. OVERAA & Co.,
a California corporation and a licensed general
contractor

By: _____
Name: _____
Title: _____
Date: _____

Approval as to form:



James Traber, Esq.
Facilities Counsel

EXHIBIT A
CONSTRUCTION PRICE FOR AMENDMENT NO. 2 WORK



200 Parr Boulevard, Richmond, CA 94801
p (510) 234-0926 f (510) 237-2435 www.overaa.com

AMENDEMNT 02.0

10/23/2025

Oakland Unified School District
Attn: Ellen Clemente
955 High Street
Oakland, CA 94601

Re: 3564- OUSD Coliseum College Preparatory Academy
Subject: District Requested Design Changes (ASR 05.1, ASR 06, ASR 07)

Dear Ellen,

During the Design Phase, the District requested design changes to be incorporated into the project. The changes include:

- ASR 05.1- Additional (3) classrooms incorporated into the current design
- ASR 06.0- Incremental Submittal to DSA
- ASR 07.0- Redesign due to Value Engineering

We request a sum of **\$95,300.00** to incorporate these scopes into the project.

ASR 05.1	0.00
ASR 06.0	49,300.00
ASR 07.0	<u>\$46,000.00</u>
TOTAL COST	\$95,300.00

Clarification:

1. We have specifically excluded any indirect cost. This will be handled when the GMP is finalized.
2. We are unable to quantify the time savings at this time due to not having a subcontractor on board or DSA approval. We believe we will save the district approximately (1) month of time on critical path by executing an early site package along with early subcontracting (Amendment 3.0). We will finalize time impact along with the GMP.

We appreciate your effort to timely review this request and issue the associated contract change order.

This quotation covers only the direct cost of the work described and does not include any evaluation of the impact of the subject change upon the contract time or any costs related thereto. This quotation is only for the work described herein. No other impacts are considered unless specifically noted. Unless noted otherwise, this proposal will remain valid for ten days from the date of this proposal.



200 Parr Boulevard, Richmond, CA 94801
p (510) 234-0926 f (510) 237-2435 www.overaa.com

AMENDEMNT 02.0

Very truly yours,

C. OVERAA & CO.

A handwritten signature in blue ink, appearing to read "Rick Moore". The signature is fluid and cursive, with a large initial "R" and "M".

Rick Moore
Sr. Project Manager

Approved By:

Owner: _____

Date: _____

PCO:
08.0

EXHIBIT B
CONSTRUCTION SCHEDULE AND MILESTONES FOR AMENDMENT NO. 2 WORK

PRELIMINARY SCHEDULE FOR REFERENCE ONLY

OAKLAND USD DB Coliseum College Prep_ Preliminary Schedule DD 09302025			Weekly Schedule Updates_RBM								23-Oct-25 12:23												
#	Activity ID	Activity Name	Original Duration	Remaining Duration	At Completion Duration	Start	Actual Start	Finish	Actual Finish	Total Float	Calendar	2026 O N D J F M A M J J A S O N D J F M A M J J A S O N D											
1	OAKLAND USD DB Coliseum College Prep_ Preliminary Schedule DD 09302025		818	545	819	28-Aug-24 A	28-Aug-24	29-Nov-27		0													
2	Pre-Award		0	0	0					0													
3	Contract Milestones		818	381	819	28-Aug-24 A	28-Aug-24	29-Nov-27		0													
4	MILESTONE1030	Notice to Proceed With Design Services	0	0	0	28-Aug-24 A	28-Aug-24				5day WWW W/ Holiday	◆ Notice to Proceed with Construction Services											
5	MILESTONE1000	Notice to Proceed with Construction Services	0	0	0	27-May-26				382	5day WWW W/ Holiday	◆ Classrooms											
6	MILESTONE1010	Classrooms Substantial Completion	0	0	0			07-Sep-27		57	5day WWW W/ Holiday	◆ Gym S											
7	MILESTONE1040	Gym Substantial Completion	0	0	0			12-Oct-27		32	5day WWW W/ Holiday	◆ G											
8	MILESTONE1050	Gym Final Completion	0	0	0			16-Nov-27		7	.Global 5 Day Week w/ Holidays	◆ Class											
9	MILESTONE1020	Classrooms Final Completion	0	0	0			26-Oct-27*		22	5day WWW W/ Holiday	◆ DIST											
10	MILESTONE1060	Site Substantial Completion	0	0	0			29-Nov-27		0	5day WWW W/ Holiday												
11	Project Milestones		490	490	490	18-Nov-25		26-Oct-27		22	5day WWW W/ Holiday												
12	Design		115	115	115	18-Nov-25		04-May-26		387	5day WWW W/ Holiday	◆ Submit to DSA											
13	MILESTONE1160	Submit to DSA	0	0	0	18-Nov-25				512	5day WWW W/ Holiday	◆ DSA Approval											
14	MILESTONE1170	DSA Approval	0	0	0			04-May-26		397	5day WWW W/ Holiday												
15	Construction		280	280	280	17-Sep-26		28-Oct-27		22	5day WWW W/ Holiday	◆ Concrete Footings Complete											
16	Classrooms		280	280	280	17-Sep-26		28-Oct-27		22	5day WWW W/ Holiday	◆ Concrete SOG Complete											
17	MILESTONE1070	Concrete Footings Complete	0	0	0			17-Sep-26		302	5day WWW W/ Holiday	◆ Building Dried-in Complete											
18	MILESTONE1080	Concrete SOG Complete	0	0	0			17-Sep-26		302	5day WWW W/ Holiday	◆ Building Rough-in Complete											
19	MILESTONE1100	Building Dried-in Complete	0	0	0			28-Dec-26		232	5day WWW W/ Holiday	◆ Finishes Complete											
20	MILESTONE1090	Building Rough-in Complete	0	0	0			15-Apr-27		157	5day WWW W/ Holiday	◆ Startup & Commissioning Complete											
21	MILESTONE1110	Finishes Complete	0	0	0			12-Jul-27		97	5day WWW W/ Holiday	◆ Substantial Completion											
22	MILESTONE1120	Startup & Commissioning Complete	0	0	0			07-Sep-27		57	5day WWW W/ Holiday	◆ Punc											
23	MILESTONE1130	Substantial Completion	0	0	0			07-Sep-27		57	5day WWW W/ Holiday	◆ DIST											
24	MILESTONE1140	Punchlist Complete	0	0	0			28-Oct-27		22	5day WWW W/ Holiday												
25	MILESTONE1150	DISTRICT Move-in Classrooms Building	0	0	0			26-Oct-27		22	5day WWW W/ Holiday												
26	Gym		280	280	280	01-Oct-26		12-Oct-27		32	5day WWW W/ Holiday	◆ Concrete Footings Complete											
27	MILESTONE1180	Concrete Footings Complete	0	0	0			01-Oct-26		292	5day WWW W/ Holiday	◆ Concrete SOG Complete											
28	MILESTONE1190	Concrete SOG Complete	0	0	0			01-Oct-26		292	5day WWW W/ Holiday	◆ Building Dried-in Complete											
29	MILESTONE1210	Building Dried-in Complete	0	0	0			25-Feb-27		192	5day WWW W/ Holiday	◆ Building Rough-in Complete											
30	MILESTONE1200	Building Rough-in Complete	0	0	0			20-May-27		132	5day WWW W/ Holiday	◆ Finishes Complete											
31	MILESTONE1220	Finishes Complete	0	0	0			02-Aug-27		82	5day WWW W/ Holiday	◆ Startup & Commissioning Complete											
32	MILESTONE1230	Startup & Commissioning Complete	0	0	0			12-Oct-27		32	5day WWW W/ Holiday	◆ Substa											
33	MILESTONE1240	Substantial Completion	0	0	0			12-Oct-27		32	5day WWW W/ Holiday												
34	Preconstruction		449	176	443	09-Sep-24 A	09-Sep-24	11-Jun-26		369		◆ 11-Jun-26, Preconstruction											
35	Schematic Design Complete		166	0	137	09-Sep-24 A	09-Sep-24	27-Mar-25 A	27-Mar-25			◆ Design Complete											
36	PRECON2030	SD Draft Set to N&T	45	0	44	09-Sep-24 A	09-Sep-24	08-Nov-24	08-Nov-24		5day WWW W/ Holiday												
37	PRECON2040	SD coordination Comments to Team	2	0	2	11-Nov-24 A	11-Nov-24	13-Nov-24	13-Nov-24		5day WWW W/ Holiday												
38	PRECON2050	SD Final to N&T	2	0	1	14-Nov-24 A	14-Nov-24	15-Nov-24	15-Nov-24		5day WWW W/ Holiday												
39	PRECON2060	N&T QC Review	3	0	2	18-Nov-24 A	18-Nov-24	20-Nov-24	20-Nov-24		5day WWW W/ Holiday												
40	PRECON2070	Submit SD Drawings & Specifications for review & Approval	11	0	10	21-Nov-24 A	21-Nov-24	09-Dec-24	09-Dec-24		5day WWW W/ Holiday	◆ review & Approval											
41	PRECON2010	Schematic Design Budget	25	0	36	09-Dec-24 A	09-Dec-24	31-Jan-25 A	31-Jan-25		5day WWW W/ Holiday												
42	PRECON2090	DISTRICT REVIEW/APPROVE SD SET	10	0	8	10-Dec-24 A	10-Dec-24	20-Dec-24	20-Dec-24		5day WWW W/ Holiday												
43	PRECON2080	Early Subcontracting Key Trade Partners	20	0	20	27-Feb-25 A	27-Feb-25	27-Mar-25 A	27-Mar-25		5day WWW W/ Holiday	◆ Trade Partners											
44	Design Development		191	1	204	10-Dec-24 A	10-Dec-24	30-Sep-25		544		◆ 30-Sep-25, Design Development											
45	PRECON1040	PCO 01,0/COR 01,0-Classroom Redesign	15	0	14	10-Dec-24 A	10-Dec-24	02-Jan-25 A	02-Jan-25		5day WWW W/ Holiday	◆ Design											
46	PRECON1200	PCO 02,0/COR 02,0-Redesign Due to Value Engineering	30	0	30	03-Jan-25 A	03-Jan-25	14-Feb-25 A	14-Feb-25		.Global 5 Day Week w/ Holidays	◆ Due to Value Engineering											
47	PRECON1020	Design Development Complete (impact due to PCO 04,0/COR04,0)	66	0	62	14-Feb-25 A	14-Feb-25	14-May-25	14-May-25		5day WWW W/ Holiday	◆ Design Development Complete (impact due to PCO 04,0/COR04,0)											
48	PRECON1290	MEPF Provide Design Input	66	0	65	14-Feb-25 A	14-Feb-25	19-May-25	19-May-25		.Global 5 Day Week w/ Holidays	◆ Design Input											
49	PRECON1210	PCO 04,0/COR 04,0-Redesign Due to Classroom Extension	15	0	15	28-Mar-25 A	28-Mar-25	18-Apr-25 A	18-Apr-25		.Global 5 Day Week w/ Holidays	◆ Redesign Due to Classroom Extension											
50	PRECON1030	NT QA/QC Review	3	0	2	15-May-25 A	15-May-25	19-May-25	19-May-25		5day WWW W/ Holiday												
51	PRECON1180	Submit Design Development Set for District Review & Approval	10	0	14	19-May-25 A	19-May-25	09-Jun-25 A	09-Jun-25		5day WWW W/ Holiday	◆ Development Set for District Review & Approval											
52	PRECON1060	Design Development Budget	20	0	20	20-May-25 A	20-May-25	18-Jun-25 A	18-Jun-25		5day WWW W/ Holiday	◆ Development Budget											
53	PRECON1150	Submit DD Budget for Review and Approval (REVIEWED 6/20 in person)	5	0	26	18-Jun-25 A	18-Jun-25	25-Jul-25 A	25-Jul-25		5day WWW W/ Holiday	◆ DD Budget for Review and Approval (REVIEWED 6/20 in person)											
54	PRECON1300	District Requested Value Engineering Effort on DD Set	5	0	24	20-Jun-25 A	20-Jun-25	25-Jul-25 A	25-Jul-25		.Global 5 Day Week w/ Holidays	◆ District Requested Value Engineering Effort on DD Set											

 Actual Work
 Critical Remaining Work
 Summary
 Remaining Work
 ◆ Milestone

EXHIBIT C
SCOPE OF AMENDMENT NO. 2 WORK FOR AMENDMENT NO. 2 WORK

[Specify all Plans and Specifications To Be Included in Scope of Amendment No. 2 Work
for this Phase.]

OUSD CCPA Campus Expansion

ASR NO. 5

April 1, 2025

Mike Conrad
Overaa Construction
200 Parr Boulevard
Richmond, CA 94801

Re: Classroom quantity increase

Dear Mr. Conrad,

This additional service request is provided at the District's request to incorporate three additional general classrooms into the project. This addition increases the number of general classrooms from eleven to fourteen. The new classrooms will be incorporated into the new classroom building. The gymnasium building will remain a single-story structure. The overall footprint of the classroom building will increase in length and occupy a portion of the east parking lot.

Scope of Work:

- a. Prepare preliminary schematic option for District review and approval
- b. Incorporate design into Design Development package

Schedule:

- a. 3 weeks will be added to the Design Development phase to allow the design team to assess impacts including:
 - 1) code requirements (occupant load, distance to exits, etc.)
 - 2) site impacts (electrical service area, parking lot revisions, biofiltration areas, etc.)
 - 3) MEPS impacts (revisions to mechanical, electrical, plumbing and structural scope)
- b. See revised schedule attached

Fees:

Our basic fee for this scope shall be lump sum fixed fee of ~~Forty Two Thousand Dollars (\$42,000.00)~~ billed monthly on a percent complete basis. Services rendered beyond the agreed scope of work will be billed at our hourly rates.

No Cost as Agreed to N&T and District 5/8/25 (attached)

Sincerely,



Zachary Goodman
Noll & Tam Principal

Approved:

Mike Conrad
Overaa Construction

date

Rick Moore

From: James Kirkpatrick <james.kirkpatrick@NollandTam.com>
Sent: Thursday, May 8, 2025 11:31 AM
To: Zachary Goodman; Rick Moore
Cc: Mike Conrad; Toni Peluso
Subject: RE: CCPA ASR #05 added classrooms
Attachments: 2025 0508_ASR No.5 Classroom quantity increase.pdf

Hi Rick,
Per our conversation with Ellen earlier today, please find attached an updated draft of ASR #5, with the associated fee removed as agreed upon during the meeting.

-James

James Kirkpatrick (he, him) | Architect | Associate
510.542.2256 D | james.kirkpatrick@nollandtam.com

From: Zachary Goodman <zachary.goodman@nollandtam.com>
Sent: Monday, April 7, 2025 2:03 PM
To: Rick Moore <rickm@overaa.com>
Cc: Mike Conrad <mikec@overaa.com>; James Kirkpatrick <james.kirkpatrick@NollandTam.com>; Toni Peluso <toni.peluso@nollandtam.com>
Subject: CCPA ASR #05 added classrooms

Rick,
Attached is the ASR for adding back in the three classrooms and extending the classroom building into the north end of the parking lot.
Let me know if you have any questions.
Thanks!



Zachary Goodman, AIA | Principal, Education Practice Leader

510.542.2243 D | 510.703.2514 M | zachary.goodman@nollandtam.com

NOLL & TAM ARCHITECTS | 729 Heinz Avenue #7 Berkeley CA 94710

510.542.2200 Main | www.nollandtam.com

OUSD CCPA Campus Expansion

ASR NO. 6

August 26, 2025

Mr. Mike Conrad
Overaa Construction
200 Parr Boulevard
Richmond, CA 94801

Re: Construction Documents Phase pause and VE scope revisions

Dear Mr. Conrad,

This additional service request is provided to address the District direction to pause the Construction Documents Phase and then resume work while the DD construction cost estimate was being reconciled. On Thursday July 17th, Noll & Tam was instructed to pause work without a clear indication of the duration. Sub-consultants were informed and Noll & Tam reassigned staff to other projects. On Friday July 25th, we were given an email authorization to resume work which represents a loss of 10 calendar days. To extract the staff from other projects and reassemble the CCPA design team took another few days. A formal District Authorization to begin the CD phase was received August 4, 2025 (20 days).

In addition, a list of value engineering items was accepted by the District which will require the team to revise the design and documentation. Making changes to building systems, materials and scope of work during the Construction Documents Phase requires extensive design revisions to dozens of drawings, specifications and calculations. While some value engineering is mentioned in the prime agreement, the industry standard is for this to occur during the design development phase. In this instance, the initial list of changes was agreed upon 30% into the CD phase (mid-July) and resolution of the VE materials and scope extended into %50 CD phase (mid-August). Undoing key building components like roofing and siding systems requires reworking plans, sections, elevations, details and specifications with the new systems.

In order to make the revisions and meet the schedule identified below, Noll & Tam has added architectural staff and authorized overtime work. This effort amounts to approximately 150 additional hours.

Scope of Work:

See attached Email correspondence titled "CCPA authorization to proceed into CD", received on 7/28/25 for the list of scope reductions and changes. In order to incorporate the value engineering and scope changes into the design and construction documents (CD's), the design team will:

- a. Research, suggest and participate in cost and scope reduction discussion with the District
- b. Prepare preliminary design diagrams for District review and approval
- c. Distribute new backgrounds to consultants
- d. Incorporate design changes into the construction documents

Schedule:

Since the completion of the DD estimate which identified a significant budget overage on 6/18/25, the design team has continued to work on the project, although with a significantly reduced effort as we attempted to work around potential changes and unknowns. To catch up with where we would normally be

midway through CD's, 14 days will be added to the CD phase. This will allow the design team to implement the changes and produce a set of drawings and specifications that will satisfy the contract requirement for the DSA submission. **This will change the proposed DSA submittal date from 11/5/25 to 11/19/25.**

Fee:

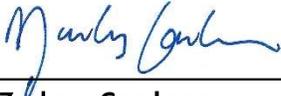
Our basic fee for this scope shall be a lump sum fixed fee of **Forty-Nine Thousand Three Hundred Dollars** (\$49,300) billed monthly on a percent complete basis. Services rendered beyond the agreed scope will be billed at our hourly rates.

Noll & Tam	\$31,300
Degenkolb Structural	\$12,000
Merrill Morris Landscape	\$6,000
Total	\$49,300.

If you have any questions or comments, please let me know. We appreciate the collaborative nature of working through difficulties on this project and look forward to transforming the CCPA campus.

Sincerely,

Approved:



8/26/2025

Zachary Goodman
Noll & Tam Principal

date

Mike Conrad
Overaa Construction

date

Rick Moore

From: Ellen Clements (Consultant) <ellen.clements@ousd.org>
Sent: Monday, September 22, 2025 11:40 AM
To: Rick Moore; Zachary Goodman; James Kirkpatrick; Mike Conrad; Brijan Patel (Consultant)
Subject: Re: [EXTERNAL] FW: CCPA ASRs 6 and 7

Rick,

ASR 06 and ASR 07 are approved. Please send me anything you need signed.

Ellen

On Wed, Sep 10, 2025 at 11:00 AM Rick Moore <rickm@overaa.com> wrote:

Hi Ellen:



Please see attached informal copies of change order requests for:

1. ASR 06- CD Pause/VE- Time an cost impact
2. ASI 07.0- CD Increment Submittal to DSA

I will call you shortly to discuss.



Rick Moore | Senior Project Manager, QSD, DBIA | rickm@overaa.com

C. Overaa & Co. | 200 Parr Blvd. | Richmond | CA | 94801

Mobile: 925-519-0282 | Office: 510-234-0926 | www.overaa.com

From: Zachary Goodman <zachary.goodman@nollandtam.com>

Sent: Wednesday, September 10, 2025 9:29 AM

To: Rick Moore <rickm@overaa.com>

Cc: Mike Conrad <mikec@overaa.com>; James Kirkpatrick <james.kirkpatrick@NollandTam.com>; Scott Salge <scott.salge@nollandtam.com>

Subject: CCPA ASRs 6 and 7

Rick,

Attached are:

- ASR06 CD Pause and VE
- ASR07 Incremental Submittal

Please provide authorization and we will begin the process. As discussed, there are a few critical schedule items involved with ASR07 (DSA pre-app, OFD approval and District plan check fees) that are critical to achieving the proposed schedule.

Thanks,



Zachary Goodman, AIA | Principal, Education Practice Leader

510.542.2243 D | 510.703.2514 M | zachary.goodman@nollandtam.com

NOLL & TAM ARCHITECTS | 729 Heinz Avenue #7 Berkeley CA 94710

510.542.2200 Main | www.nollandtam.com

OUSD CCPA Campus Expansion

ASR NO. 7

September 17, 2025

Mr. Mike Conrad
Overaa Construction
200 Parr Boulevard
Richmond, CA 94801

Re: Incremental Submittal to DSA

Dear Mr. Conrad,

This additional service request is provided to address the District's request for an incremental DSA submittal. INC1 would be for earthwork, grading, and underground utilities for the building pad area (excluding the courtyard area). INC2 would be the rest of the project. The intent is to submit both increments at the same time and have DSA focus on providing comments and approval for INC1 first. This approach has some inefficiencies and will require duplication of tasks including:

- Pre-App meeting with DSA to confirm incremental approach (required by DSA IR A-11)
- Prepare separate DSA submittal package:
 - 2 sets of Drawings and specifications
 - 2 sets of DSA forms (DSA1, DSA1REG, DSA1INC, DSA3, DSA103, etc.)
 - 2 sets of Reference drawings
 - 2 sets of supplemental information
- Responding to 2 sets of DSA comments
- Attending 2 backcheck sessions
- Manage 2 sets of documents during construction

Scope of Work:

- Meet with DSA to confirm incremental approach (required by DSA IR A-11)
- Prepare INC1 submittal: Architectural and Civil drawings and specifications, DSA forms, LFA approval, supplemental information, plan check fee, etc.
- Submit to DSA
- Provide response to DSA review comments
- Complete backcheck and INC1 approval
- Provide Project Management of INC1 design, permitting and construction

Schedule:

In order to meet the proposed schedule, written approval to move forward with the incremental process would need to be received by 9/24.

TBD	DSA pre-application meeting
TBD	DSA 1REG submittal
11/18/25	DSA submittal (both INC1 & INC2)
4/30/26	INC1 Approval (estimated)

Fee:

Our basic fee for this scope shall be a lump sum fixed fee of **Forty-Six Thousand Dollars** (\$46,000) billed monthly on a percent complete basis. Services rendered beyond the agreed scope will be billed at our hourly rates.

NOLL & TAM FEE BREAKDOWN		Hours/Rate					Lump Sum Fee	Total \$
Rates Updated on 4/2025 Refer to P:\7-Resources\Billing Rates		PIC	PM		PA / Job Cap	Intermediate		
Phase / Task		\$270	\$220	\$210	\$180	\$170	\$150	
TOTAL NOLL & TAM PROFESSIONAL FEE								\$21,000
1. CCPA								
A.	ASR 07 INCREMENTAL SUBMITTAL	18	48		31			\$21,000

Noll & Tam	\$21,000
BKF	\$25,000
Total	\$46,000.

If you have any questions or comments, please let me know. We appreciate the collaborative nature of working through difficulties on this project and look forward to transforming the CCPA campus.

Sincerely,

Approved:



9/8/2025

Zachary Goodman
Noll & Tam, Principal

date

Mike Conrad
Overaa Construction

date

Rick Moore

From: Ellen Clements (Consultant) <ellen.clements@ousd.org>
Sent: Monday, September 22, 2025 11:40 AM
To: Rick Moore; Zachary Goodman; James Kirkpatrick; Mike Conrad; Brijan Patel (Consultant)
Subject: Re: [EXTERNAL] FW: CCPA ASRs 6 and 7

Rick,

ASR 06 and ASR 07 are approved. Please send me anything you need signed.

Ellen

On Wed, Sep 10, 2025 at 11:00 AM Rick Moore <rickm@overaa.com> wrote:

Hi Ellen:



Please see attached informal copies of change order requests for:

1. ASR 06- CD Pause/VE- Time an cost impact
2. ASI 07.0- CD Increment Submittal to DSA

I will call you shortly to discuss.



Rick Moore | Senior Project Manager, QSD, DBIA | rickm@overaa.com

C. Overaa & Co. | 200 Parr Blvd. | Richmond | CA | 94801

Mobile: 925-519-0282 | Office: 510-234-0926 | www.overaa.com

From: Zachary Goodman <zachary.goodman@nollandtam.com>

Sent: Wednesday, September 10, 2025 9:29 AM

To: Rick Moore <rickm@overaa.com>

Cc: Mike Conrad <mikec@overaa.com>; James Kirkpatrick <james.kirkpatrick@NollandTam.com>; Scott Salge <scott.salge@nollandtam.com>

Subject: CCPA ASRs 6 and 7

Rick,

Attached are:

- ASR06 CD Pause and VE
- ASR07 Incremental Submittal

Please provide authorization and we will begin the process. As discussed, there are a few critical schedule items involved with ASR07 (DSA pre-app, OFD approval and District plan check fees) that are critical to achieving the proposed schedule.

Thanks,



Zachary Goodman, AIA | Principal, Education Practice Leader

510.542.2243 D | 510.703.2514 M | zachary.goodman@nollandtam.com

NOLL & TAM ARCHITECTS | 729 Heinz Avenue #7 Berkeley CA 94710

510.542.2200 Main | www.nollandtam.com

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Coliseum College Preparatory Academy Site Expansion	Site	232
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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	C. Overaa & Co.	Agency's Contact	Mike Conrad				
OUSD Vendor ID #	009061	Title	Owner				
Street Address	200 Parr Blvd	City	Oakland	State	CA	Zip	94621
Telephone	510-234-0926	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 #	21113						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	8-29-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-06-2027
		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	\$95,300.00
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
9655/9859	Fund 21 Measure Y	210-9655-0-9859-8500-6215-232-9180-9906-9999-21113	6215	\$95,300.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature <u>Pranita Ranbhise</u>	Date Approved	11/07/2025		
	<small>Pranita Ranbhise (Nov 7, 2025 22:40:09 PST)</small>				
2.	General Counsel, Facilities				
	Signature <u>James Traber</u>	Date Approved	11/7/2025		
	Chief Systems & Services Officer				
3.	Signature <u>[Signature]</u>	Date Approved	11/10/2025		
	Chief Financial Officer				
4.	Signature	Date Approved			
	<small>Thomas (Nov 10, 2025 15:11:46 PST)</small>				
	President, Board of Education				
5.	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	25-0994
Introduction Date	6-11-2025
Enactment Number	25-1038
Enactment Date	6/11/2025 CJH



Memo (Bid Award)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer
Kenya Chatman, Executive Director, Facilities

Board Meeting Date June 11, 2025

Subject Amendment No. 1 to Agreement Between Owner and Alternative Design-Builder – C. Overaa & Company – Coliseum College Preparatory Academy Site Expansion Project– Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1 to Agreement Between Owner and Alternative Design-Builder Contract by and between the District and C. Overaa & Company, Richmond, CA., to provide additional redesign and development services, which include the preparation of preliminary schematic diagrams for classroom breakout spaces that meet the 960-square-foot code requirements for the **Coliseum College Preparatory Academy Site Expansion Project**, in an additional amount of **\$295,520.00**, increasing the total not-to-exceed amount of the Design Price from **\$2,882,578.00 to \$3,178,098.00**, and extending the term of the Agreement from August 29, 2024, through September 30, 2027, to December 6, 2027, (an additional 67 days). All other terms and conditions of the Agreement remain the same and in full force and effect.

Discussion This Amendment is for additional redesign and development services and an extension of the term for an additional sixty-seven (67) calendar days.

LBP (Local Business Participation Percentage) 85.00%

Recommendation Approval by the Board of Education of Amendment No. 1 to Agreement Between Owner and Alternative Design-Builder Contract by and between the District and C. Overaa & Company, Richmond, CA., to provide additional redesign and development services, which include the preparation of preliminary schematic diagrams for classroom breakout spaces that meet the 960-square-foot code requirements for the Coliseum College Preparatory Academy Site Expansion Project, in an additional amount of \$295,520.00, increasing the total not-to-exceed amount the Design Price from \$2,882,578.00 to \$3,178,098.00, and extending the term of the Agreement from August 29, 2024, through September 30, 2027, to December 6, 2027, (an additional 67 days). All other terms and conditions of the Agreement remain the same and in full force and effect.

Fiscal Impact Fund 21 Building Fund Measure Y

- Attachments**
- Amendment No. 1, including exhibits
 - Routing Form
 - File ID: 24-1884

AMENDMENT NO. 1

AGREEMENT BETWEEN OWNER AND ALTERNATIVE DESIGN-BUILDER

This Amendment is entered into between the Oakland Unified School District and **C. Overaa & Company**. ("Contractor") to amend the **Agreement between Owner and Alternative Design-Builder** between the District and the Contractor dated **August 28, 2024** ("Agreement"), for the **Coliseum College Preparatory Academy Site Expansion Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. **Services:** The scope of work is unchanged. **The scope of work has changed.**
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.
 The CONTRACTOR shall provide the following amended services: To provide redesign and development services, including the preparation of preliminary schematic diagrams for classroom breakout spaces that meet the 960-square-foot code requirements, as outlined in the schedule attached to this Amendment as Exhibit A."

2. **Terms (duration):** The term of the contract is unchanged. The term of the contract has changed.
If term is changed: The contract term is extended by an additional sixty-seven (67) days and the amended expiration date is **December 6, 2027**. The Current end date is September 30, 2027.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation is changed: The not to exceed contract price is
 Increased by: **Two Hundred Ninety-Five Thousand Five Hundred Twenty Dollars and No/100 (\$295,520.00)**.
 Decreased by _____ dollars and no/100 (\$_____).
 Prior to this amendment, the not-to-exceed Design Price was **Two Million Eight Hundred Eighty-Two Thousand Five Hundred Seventy-Eight Dollars and No/100 (\$2,882,578.00)** and after this amendment, the not-to-exceed Design Price will be: **Three Million One Hundred Seventy-Eight Thousand Ninety-Eight Dollars and No/100 (\$3,178,098.00)**.

4. **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)
			\$

5. **No Further Modifications.** Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.
6. **Entire Agreement.** This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.
7. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Contract No.

P.O. No.

- 8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

OAKLAND UNIFIED SCHOOL DISTRICT



 Jennifer Brouhard, President,
 Board of Education

6/12/2025

 Date



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

6/12/2025

 Date



 Preston Thomas (May 16, 2025 08:18 PDT)

 Preston Thomas, Chief Systems &
 Services Officer

05/16/2025

 Date

CONTRACTOR: C.Overaa & Company

 5/13/25

 Contractor Signature Date

 Print Name, Title

Approval as to form:



 James Traber, Esq.
 Facilities Counsel

05/13/2025

 Date

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: C.Overaa & Company

1. Detailed Description of Services to be provided:: The CONTRACTOR shall provide the following amended services: To provide redesign and development services, including the preparation of preliminary schematic diagrams for classroom breakout spaces that meet the 960-square-foot code requirements, as outlined in the schedule 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	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district



**LOCAL BUSINESS PARTICIPATION WORKSHEET -
LBU Modification / Amendment**

LBU Not Impacted
(LBU Compliance Verification Only)

PRIME: C. Overaa & Co. Original Contract Amount (Base Bid): \$ 2,828,548.00
 Project: Colisium College Preparatory Academy Originally Proposed LBU %: 91 %
 Project #: ??? 21113 Amendment/Change Order No.: 1
 Project Manager: Rick Moore Jr. Total Contract Amount (Amended Contract, to Date): 3,178,098
 Date: 05/01/25 Proposed LBU %: **85** %

TKP

Small, Local Business Enterprise(s)/ Small Emerging, Local Business Enterprise(s):	Total Dollar Amount of Work	LBE %	SLBE%	SLBRE%	Certification Type & No.
PRIME Company: C. Overaa & Co Address: 200 Parr Blvd City/State: Richmond, CA Phone: 810-234-0928	\$ 298,278.00	%	%	%	None
Company: BME Address: 1261 30 th street City/State: OAKLAND, CA 94608 Phone:		%	%	%	
Company: Broadway Mechanical Address: 873 81st Ave City/State: OAKLAND CA Phone: 510-748-4015		%	%	%	
Company: V. Yealates Address: 2868 Barrington Court City/State: Hayward, CA 94546 Phone: 510-635-8930		%	%	%	
Company: N&T Address: 337 17th St Suite 209, City/State: Oakland, CA 94612 Phone: (510) 542-2200	\$ 2,879,820.00	84.90 %	5.10 %	%	
Company: Address: City/State: Phone:	\$ 0.00	%	%	%	
	\$ 3,178,098.00	84.90 %	5.10 %	0.00 %	90.00 %

TIFFANY KNUCKLES

May 02, 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 01.0

200 Parr Boulevard, Richmond, CA 94801
p (510) 234-0926 f (510) 237-2435 www.overaa.com

04/16/2025

Oakland Unified School District
Attn: Ellen Clemente
955 High Street
Oakland, CA 94601

Re: 3564- OUSD Coliseum College Preparatory Academy
Subject: District Requested Design Changes

Dear Ellen ,

During the Design phase, the District requested that the project be redesigned accommodate the following:

1. Provide an additional 960sf for each classroom independent of breakout spaces.
2. Redesign both the gym and the classrooms to accommodate district accepted Value engineering scopes.

We request a sum of **\$295,520.00** to incorporate this scope into the project.

Design N&T ASR 001.0/ASI 004.0	\$254,570.00
C. Overaa & Co.	<u>\$40,950.00</u>
GRAND TOTAL	\$295,520.00

Clarifications:

1. We anticipate a (67) calendar impact to critical path as a result of this change. This includes (52) day time impact to design phase and a (25) day impact to construction phase.
2. We have specifically excluded indirect cost as a result of this change. Those cost will be finalized at GMP.
3. We anticipate construction cost to increase as a result of this change. We have specifically excluded direct or indirect cost associated with construction. Those costs will be finalized at GMP.

We appreciate your effort to timely review this request and issue the associated contract change order. This quotation covers only the direct cost of the work described and does not include any evaluation of the impact of the subject change upon the contract time or any costs related thereto. This quotation is only for the work described herein. No other impacts are considered unless specifically noted. Unless noted otherwise, this proposal will remain valid for ten days from the date of this proposal.



200 Parr Boulevard, Richmond, CA 94801
p (510) 234-0926 f (510) 237-2435 www.overaa.com

AMENDMENT 01.0

Very truly yours,

C. OVERAA & CO.

A handwritten signature in black ink, appearing to read "Rick Moore". The signature is written in a cursive, somewhat stylized script.

Rick Moore
Sr. Project Manager

Cc:

Approved By:	
Owner:	_____
Date:	_____

PCO:
01.0

OUSD CCPA Campus Expansion
ASR NO. 1
December 16, 2024

Mike Conrad
Overaa Construction
200 Parr Boulevard
Richmond, CA 94801

Re: Classroom Expansion to 960sf (independent of breakout spaces)

Dear Mr. Conrad,

This additional service request is provided at the District's request to redesign the classroom building to provide 960 sf for each classroom independent of breakout spaces. The classroom size will be calculated following the convention of measuring from the centerline of demising walks and the outside face of exterior walls. Breakout spaces will have windows with operable shades into the classrooms and a door to the exterior walkway.

Scope of Work:

- a. Prepare preliminary schematic option for District review and approval
- b. Incorporate design into Design Development package

Schedule:

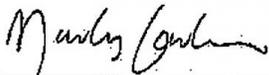
- a. 3 weeks will be added to the Design Development phase to allow the design team to assess impacts **including**:
 - 1) code requirements (occupant load, distance to exits, etc.)
 - 2) site impacts (electrical service area, parking lot revisions, biofiltration areas, etc.)
 - 3) MEPS impacts (revisions to mechanical, electrical, plumbing and structural scope)
- b. See revised schedule attached

Fees:

Our basic fee for this scope shall be lump sum fixed fee of **Twenty-Eight Thousand Dollars (\$28,000.00)** billed monthly on a percent complete basis. Services rendered beyond the agreed scope of work will be billed at our hourly rates.

Sincerely,

Approved:



Zachary Goodman
Noll & Tam Principal

Mike Conrad
Overaa Construction

date

On Tue, Nov 19, 2024 at 9:39 AM Mike Conrad <mikec@overaa.com> wrote:

Hi Wil,

We put together the below to respond to the questions. We looked at one scenario of increasing classroom sizes to 960sf excluding wall thicknesses, mechanical closets, and breakout rooms. We looked at another scenario of increasing classroom sizes to 960sf based on this calc, but still counting ½ of internal breakout space. This is preliminary information, but hopefully helpful in guiding a decision.

Design implications:

- Changing room SF could change the occupant load and exiting requirements. If classrooms are 960sf plus breakout 57sf net, that would be 1,017sf total and would require a second exit from each classroom.
- Lengthening the classroom building will increase the distance between exit stairs on the egress balcony. This will require further analysis and may require an additional exit stair.
- Lengthening the classroom building will encroach onto the courtyard and bioswale area, impacts of this TBD.

- Design is currently based on the west face of classroom and gymnasium buildings aligning and creating a gateway to the breezeway between the buildings. Lengthening the classroom building will alter this relationship.

Item 1: A table showing the existing room square footage calculated using the face of interior paint. The table will also show any increase in square footage to meet the 960 sf measured from face of interior paint, broken down by classroom.

We are still in schematic design where items that affect these numbers are still in design, but we put together the table from our current schematic design that show approximately what this change would mean in growing the building. It's adding about 120sf per classroom if you don't count the breakout spaces, or adding about 60 sf per classroom if you do count half the breakout spaces. The below numbers are approximate net sf, so gross sf would be a little more. For now, I would use 1730 added gross sf or 884 added gross sf depending on whether you calculate without breakout rooms or with half breakout rooms.

w/o breakouts rooms			1/2 breakout rooms		total	
room	net sf	add sf	1/2 net	combo	add sf	notes
E110	848	112	57	905	55	no mech chase @ 1st floor
E111	848	112	57	905	55	no mech chase @ 1st floor
E112	848	112	57	905	55	no mech chase @ 1st floor
E113	848	112	57	905	55	no mech chase @ 1st floor
E114	848	112	57	905	55	no mech chase @ 1st floor
E115	848	112	57	905	55	no mech chase @ 1st floor
E116	848	112	57	905	55	no mech chase @ 1st floor
E210	838	122	57	895	65	end classroom
E211	838	122	57	895	65	
E212	838	122	57	895	65	
E213	838	122	57	895	65	
E214	838	122	57	895	65	
E215	838	122	57	895	65	
E216	828	132	57	885	75	end classroom
add net sf		1648			850	
add gross sf		~1730			~884	

Item 2: A table showing the rough additional cost added to the projects if the District elects to proceed with the larger classrooms.

We will be developing the budget once we receive the SD set. We would also need to evaluate what the other site impacts would be to make this change. For rough added cost review purposes, we anticipate the change would add approximately \$1.5M (also excluding breakout from the calc), or add approximately \$750K (still including half of breakout rooms in the calc).

Item 3: A rough schedule impact if this change is made by 12/5/24.

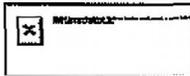
We plan to complete and provide the SD set by 12/9/24 without this change regardless. If a decision is made by 12/5/24, we will pivot and the design schedule will be extended by 2-3 weeks. Construction schedule of larger space can also take more time. I would plan to add 2-3 weeks to the construction schedule depending on which of the two scenarios are followed.

Item 4: A rough cost for any redesign.

We will complete and provide the SD set by 12/9/24 without this change regardless. If a decision is made by 12/5/24, we will pivot and the design cost will be increased by \$24-\$36k.

Let us know if anything we can discuss further to aid in decision making.

Thanks,
Mike



Mike Conrad | Vice President | mikec@overaa.com
C. Overaa & Co. | 200 Parr Blvd. | Richmond | CA | 94801
Mobile: 510-719-1321 | Office: 510-234-0926 | www.overaa.com

From: William Newby (Consultant) <william.newby@ousd.org>
Sent: Wednesday, November 13, 2024 3:32 PM
To: Zachary Goodman <zachary.goodman@nollandtam.com>; Mike Conrad <mikec@overaa.com>
Subject: Fwd: CCAP and MLA classroom sizes

Team --

We have been tasked with completing this by EOD 11/19.

Please feel free to contact me directly if you foresee any difficulty with fulfilling this request.

Kindly,

Wil Newby, CCM

Project Manager

Cordoba Corporation

Oakland Unified School District

Every Student Thrives!

www.ousd.org

vj (510) 703-3144

955 High Street
Oakland, CA 94601

william.newby@ousd.org

----- Forwarded message -----

From: **Ellen Clements (Consultant)** <ellen.clements@ousd.org>

Date: Wed, Nov 13, 2024 at 3:21 PM

Subject: CCAP and MLA classroom sizes

To: William Newby (Consultant) <william.newby@ousd.org>, Victor Manansala (Consultant) <victor.manansala@ousd.org>, Ty Taylor (Consultant) <ty.taylor@ousd.org>

Wil and Victor,

We discussed the square footage for new classrooms during our senior leadership meeting today. There were several options on how to measure classroom space and what should be included or excluded in the spaces. Moving forward, the District is going to measure classrooms from the face of paint on interior walls. The hot water heater closet will not be included in this calculation. As MLA and CCPA are both in design, we would like additional information before making a decision on whether to revise the designs in progress. We would like you to work with your architects and come up with the following by end of day on 11/19/24:

Item 1: A table showing the existing room square footage calculated using the face of interior paint. The table will also show any increase in square footage to meet the 960 sf measured from face of interior paint, broken down by classroom.

Item 2: A table showing the rough additional cost added to the projects if the District elects to proceed with the larger classrooms.

Item 3: A rough schedule impact if this change is made by 12/5/24.

Item 4: A rough cost for any redesign.

Please do not hesitate to reach out with any questions.

Ellen

Ellen Clements

Senior Program Manager

Oakland Unified School District

www.QUSD.org

955 High Street

Oakland, CA 94601

OUSD CCPA Campus Expansion

ASR NO. 4
February 11, 2025

Mr. Mike Conrad
Overaa Construction
200 Parr Boulevard
Richmond, CA 94801

Re: VE scope revisions

Dear Mr. Conrad,

This additional service request is provided at the District’s request to redesign the project with the intent of reducing construction costs and matching the District’s revised budget.

Scope of Work:

See attached document titled “CCPA Scope Revisions-DRAFT”, received on 2/07/25 for the District approved list of scope reductions and changes. In order to incorporate the value engineering and scope changes into the design and Design Development (DD) documents, the design team will:

- a. Research, suggest and participate in cost and scope reduction discussion with the District
- b. Prepare preliminary design diagrams for District review and approval
- c. Distribute new backgrounds to consultants
- d. Incorporate design changes into the DD package for pricing, District review and approval

Schedule:

Since the completion of the SD estimate which identified a significant budget overage on 1/16/25, the design team has continued to work on the project, although with a significantly reduced effort as we attempted to work around potential changes and unknowns. To catch up with where we would normally be at midway through DD, 4 weeks will be added to the DD phase. This will allow the design team to implement the changes and produce a DD set of drawings that is suitable for pricing and will satisfy the contract requirement for a 70% milestone submittal. This will change the DD submittal date from 3/28/25 to 4/25/25.

Fee:

Our basic fee for this scope shall be a lump sum fixed fee of **Two Hundred Twenty-Six Thousand, Five Hundred and Seventy Dollars (\$226,570)** billed monthly on a percent complete basis. Services rendered beyond the agreed scope will be billed at our hourly rates.

Noll & Tam	\$143,070
MM	\$24,000
BKF	\$12,000
Alter	\$9,500
OMM	\$18,000
Degenkolb	\$20,000
Total	\$226,570.

CCPA Scope revisions - DRAFT

The intent of this memo is to record our agreement regarding the scope of the CCPA project. All values identified are to be considered preliminary and we will revisit them once the DD estimate has been received. This is a draft version, I would like all parties to review and provide input before we formalize our agreement.

The first list of items is the scope changes OUSD agreed with, the second list is scope changes OUSD would like more information on, and the third list is scope changes that OUSD does not wish to proceed with.

Scope changes OUSD has agreed to:

001	Move two science labs into the classroom building (reduce size to approx. 2,880 GSF) Remove walkway, canopy, and stair associated with second floor at gym. Also remove acoustic separation	(3,000,000)
002	Relocate two classrooms into the existing shop building classrooms and relocate a third into portable building (allowance)	150,000
003	Look at existing campus to determine if there are spaces to capture to receive displaced classroom	TBD
005	Minimize scope of courtyard program (target design program to \$500,000 - \$600,000)	(288,000)
007	Reduce size of general storage room and vestibule in Gym	(575,000)
008	Reduce size of ball storage room by half in Gym (credit included in item 007)	-
009	Eliminate breakroom area in Gym (credit included in item 007)	-
010	Reduce number of showers by 4, 6 total will remain in the project (credit included in item 007)	-
011	Reduce the number of janitorial rooms to one in Gym	(69,000)
015	Use alternative gym roofing manufacturer at Gym	?
016	Provide single ply roofing in lieu of built up in mechanical well	?
017	Reduce scope of metal wall panels by 75% and replace with plaster	(743,395)
018	Provide alternate metal cladding	IBD
019	Provide plaster in lieu of fiber cement panels	(120,000)
020	Provide VCT in lieu of linoleum	(52,000)
021	Provide 2/3 solid roof in lieu of polycarbonate canopy at walkway	(89,345)
024	Remove roof equipment screens	(577,000)
026	Use and alternate floor at weight room	(15,060)
027	Reduce tack boards by 50%	(98,000)
032	Replace storefront with doors and windows	(250,000)
039	Open spec with local ALR lighting rep	(125,000)
043	Install kitchen group 1 in lieu of group 3 for case work tops custom grade cabinetry in lieu of premium grade @ classrooms	?(\$6,625)
044	Install lab grade 1" tops in lieu of above custom grade cabinetry in lieu of premium grade @ science rooms	?(\$8,320)
045	Install 2x4 acoustic ceiling tile in lieu of 2x2	(10,000)
051	Open ceiling in mech/janitor/MDF/IDF/storage/ice	(60,000)

Commented [C11]: This was for an alt. metal roof manufacturer for all roofs (classroom & gym). Are we only looking at the gym now?

Commented [C12]: This was for a single-ply roof in lieu of metal for both buildings, not just at a mechanical well.

Commented [ZG3]: Items 17 & 18 to be combined pending building exterior design studies

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Commented [ZG4]: This will require walls to extend to underside of roof

Scope changes OUSD would like more information on or needs to do more research on:

013	Revise gym mech system	
014	Revise gym east and west end of gym to wood frame construction	
028	Remove classroom sinks	(140,000)
029	Simplify gym structure to create single volume	
033	Open spec plumbing equipment	(50,000)
035	Open spec mechanical equipment	(100,000)
036	Broaden HVAC controls	(45,670)
037	Use packaged units in lieu of current design	(762,000)
046	Replace acoustic metal deck at gym with field painted structural deck and acoustic panels	(130,000)
050	Simplify STC ratings shown in acoustic narrative	
054	Alternate gym wood flooring	(87,327)

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Commented [ZG5]: NT to research alternatives

Scope changes that OUSD does not wish to proceed with

004	Extend classroom building west into parking area	
006	Minimize solar array over gym	
022	Use alternate product for translucent canopy	
023	Provide traffic coating at 2 nd level walkway	
025	Reduce restroom tile to wet wall only	
031	Use schedule 40 PVC DWV in lieu of cast iron	
034	Utilize Pex tubing for CW/HW	
038	Eliminate skylights	
040	Open spec w/out of area rep	
041	MC cable in lieu of rigid conduit	
042	Install cat 5A/UV system in lieu of Cat 6 (A?)	
043	Use plam in lieu of solid surface counter tops	
044	Use plam in lieu of solid surface counter tops	
047	Revise glazing layout at floor level	
048	Install tile at wet walls only	
052	Replace steel downspouts with sheet metal	
055	Eliminate cantilever walkway and use column supports	
056	Use top of mat as top of slab	
057	Implement smaller prefabricated steel trusses	
058	Reduce classroom size	

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Coliseum College Preparatory Academy Site Expansion	Site	232
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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	C. Overaa & Co.	Agency's Contact	Mike Conrad		
OUSD Vendor ID #	009061	Title	Owner		
Street Address	200 Parr Blvd	City	Oakland	State	CA Zip 94621
Telephone	510-234-0926	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 #	21113				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	8-29-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-06-2027

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	\$295,520.00
Other Expenses		Requisition Number	

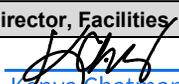
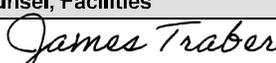
Budget Information

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
9657/9859	Fund 21, Measure Y	210-9657-0-9859-8500-6271-232-9180-9906-9999-21113	6215	\$295,520.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature 	Date Approved	05/14/2025		
	<i>Kenya Chatman (May 14, 2025 10:41 PDT)</i>				
2.	General Counsel, Facilities				
	Signature 	Date Approved	05/13/2025		
3.	Chief Systems & Services Officer				
	Signature 	Date Approved	05/16/2025		
	<i>Bradon Thomas (May 16, 2025 08:18 PDT)</i>				
4.	Chief Financial Officer	Date Approved			
	Signature	Date Approved			
5.	President, Board of Education	Date Approved			
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	24-1884
Introduction Date	8-21-2024
Enactment Number	24-1549
Enactment Date	8/28/2024 os



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Facilities Committee
From Kyla Johnson-Trammell, Superintendent
 Preston Thomas, Chief Systems & Services Officer – Kenya Chatman, Executive Director, Division of Facilities Planning & Management

Board Meeting Date August 21, 2024

Subject Award of Agreement Between Owner and Alternative Design-Builder – C. Overra & Co.- Coliseum College Preparatory Academy Site Expansion Project, - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education, upon recommendation by the Facilities Committee, of Award of Bid to, rejection of all other Bids, if any, and of Agreement Between Owner and Alternative Design-Builder by and between the District and C. Overra & Co., Richmond, CA, for the latter to design and construct the new gymnasium and classroom building, including fourteen (14) standard classrooms and two (2) laboratory classrooms, on the southwest portion of the campus for the Coliseum College Preparatory Academy Site Expansion Project, in the lump sum amount of \$2,882,578.00, with the work scheduled to commence on August 29, 2024, and scheduled to last until September 30, 2027.

Discussion Design-Builder is providing Alternative Design Build Services at the Coliseum College Preparatory Academy Site Expansion Project and was selected pursuant to Education Code sections 17250.60 et seq.

LBP (Local Business Participation Percentage) Based on LBU Worksheet Affirmation Sheet attached.

Recommendation Approval by the Board of Education, upon recommendation by the Facilities Committee, of Award of Bid to, rejection of all other Bids, if any, and of Agreement Between Owner and Alternative Design-Builder by and between the District and C. Overra & Co., Richmond, CA, for the latter to design and construct the new gymnasium and classroom building, including fourteen (14) standard classrooms and two (2) laboratory classrooms, on the southwest portion of the campus for the Coliseum College Preparatory Academy Site Expansion Project, in the lump sum amount of \$2,882,578.00, with the work scheduled to commence on August 29, 2024, and scheduled to last until September 30, 2027.

Fiscal Impact Fund 21, Building Funds, 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. 24-1884

Department: Facilities Planning and Management

Vendor Name: C. Overra & Co.

Project Name Coliseum College Preparatory Academy Site Expansion

Project No.: 21113

Contract Term: Intended Start: 8-29-2024

Intended End: September 30, 2027

Total Cost Over Contract Term: \$2,882,578.00

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?

C. Overra & Co. was chosen directly based on scores through an RFP process.

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

C. Overra & Co. will provide design build services which consists of design and construction of the new gymnasium and new classroom building on southwest portion of the campus for the Coliseum College Preparatory Academy Site Expansion Project

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The district received proposals through an RFQ/P process, which includes review/scoring of proposals. C. Overra & Co. was selected based on the highest interview scores and because their prices were fair and reasonable compared to the prices submitted by the other responding consultants.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$114,500 or less (as of 1/1/24)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$114,500 (as of 1/1/24)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: _____

Maintenance Contract:

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

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

- Contractor is providing alternative design build services for the Coliseum College Preparatory Academy Site Expansion project for the District.



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Department of Facilities Planning and Management

LOCAL BUSINESS UTILIZATION AFFIRMATION WORKSHEET

Design-Build Team: C. Overaa & Co. / Noll & Tam

The Design-Build Entity affirms that it will achieve OUSD's minimum Local Business Utilization (LBU) requirements. Included in our proposal is a detailed narrative and strategy describing how the DBE intends to meet or exceed the District's LBU requirements.

The narrative shall describe previously implemented methods used for successful local business utilization and shall be inclusive of at least one relevant California K-12 DBE example.

The narrative shall include our LBU strategy, but not limited, to the following:

- Identified Joint-Venture partnership agreements at the prime and sub level
- An outline of small and local firms with planned partnership
- Areas and/or scopes that have been identified as carve out opportunities for small, local partners
- Other identified opportunities for local and small local utilization

The submitted narrative and strategy will be scored and awarded up to 5 additional points by the District's LBU Consultant.

Minimum Local Business Participation per District Policy can be found in the following link:
<https://www.ousd.org/facilities-planning-management-department/opportunities/local-business-utilization-lbu-policy>

Signature: Carl Overaa

Date: 7 / 12 / 2024

Approach to Exceed LBU Requirements

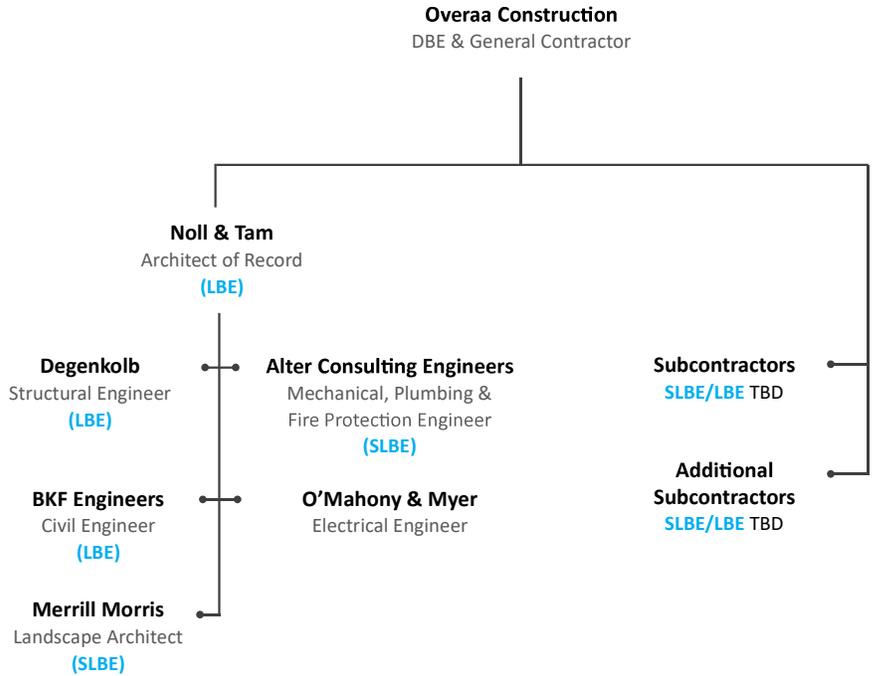


Our team's lead architect **Noll & Tam** is certified as a City of Oakland Local Business Enterprise (LBE).

To fortify our local percentages, Overaa/Noll & Tam started early in selecting small and local designers on our team.

Our design team includes **Alter Consulting Engineers** (SLBE), **BKF Engineers** (LBE), **Merrill Morris** (SLBE), **Degenkolb** (LBE) and **O'Mahony & Myer**.

Regarding Trade Partnerships, we have identified carve out opportunities and have a path to exceed 50% LBE/SLBE participation. Please see table on following page for more information.



Overaa / Noll & Tam will exceed full LBU requirements on the CCPA Project. As outlined in our SOQ, Overaa/Noll & Tam has demonstrated success leveraging opportunities like the CCPA Project to develop and build relationships with Oakland businesses that have not always had equitable access to contracts in the procurement process.

To begin with, the composition of the team shown above is the beginning of the LBU roadmap for the CCPA Project. This direction illustrates a positive affirmation that the Overaa/Noll & Tam team takes LBU commitment very seriously with the District, Oakland District Board Members, and community members in exceeding District's requirement. The CCPA Project introduces many tangibles and uncertainty on scope and the Overaa/Noll & Tam team will begin developing buckets spends for each scope as design progresses and define the opportunities for trade partners to assist in the process. A project that spans for several years like the CCPA

Project provides many opportunities to engage, develop, and support small and disadvantaged local Oakland business enterprises.

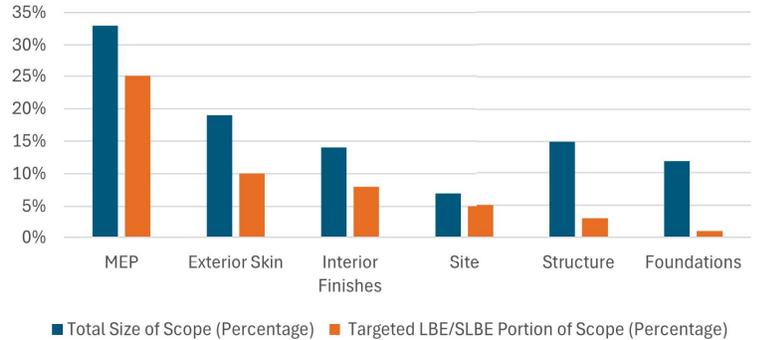
After participating in the District's **Virtual Outreach Matchmaking Session**, Overaa added subcontractors to our subcontractor database and followed up with them to complete an internal prequalification. This is an early communication engagement of the process to contract with Overaa on future projects.

Meeting Time	Table 1	Table 2	Table 3	Table 4	Table 5	Table 6	Table 7
10:00 AM - 10:30 AM	Subcontractors Carpenter MFL Inc.	Subcontractors Avalon Co.	Subcontractors Buck-Frost/Clayton Inc.	Subcontractors Eaton Inc. J&J Contract	Subcontractors Small Sign/Other Contractors	Subcontractors Ashley Interiors/Trade Co.	Subcontractors C&B
10:30 AM - 11:00 AM	Michael Terry P&L Professional Glass Installations Inc.	Levin Brock SLBE Consulting Engineers	Robert King SLBE Consulting Engineers	Michael Fisher Buckley Architecture	David Thomas Buckley Architecture	Michael Baker P&L Professional Glass Installations Inc.	James Carter Digital Design Construction
11:00 AM - 11:30 AM	Robert Phelan SLBE Consulting Engineers	Levin Brock SLBE Consulting Engineers	Robert King SLBE Consulting Engineers	Michael Fisher Buckley Architecture	David Thomas Buckley Architecture	Michael Baker P&L Professional Glass Installations Inc.	James Carter Digital Design Construction
11:30 AM - 12:00 PM	James Smith Enger Construction & Engineering	David Carter Digital Design Construction	Bob Stewart P&L Inc.	David Phelan Buckley Architecture	Robert King SLBE Consulting Engineers, Inc.	Michael Terry MFL Inc.	Robert Phelan SLBE Consulting Engineers
12:00 PM - 12:30 PM	Tom Clark Buckley Architecture	William Brock Avalon Co.	Arnold Carter Digital Design Construction	Levin Brock SLBE Consulting Engineers	David Phelan Buckley Architecture	Michael Baker P&L Professional Glass Installations Inc.	James Carter Digital Design Construction
12:30 PM - 1:00 PM	David Johnson M&M Contract Group	Robert Carter Avalon Engineering Systems	Robert Carter C&B Physical & Construction Group Inc.	John Smith M&M Engineering, Inc.	John Smith M&M Engineering, Inc.	John Smith M&M Engineering, Inc.	John Smith M&M Engineering, Inc.
1:00 PM - 1:30 PM	Edward King King Construction Engineers, Inc.	Bob Ferguson John A. Warb & Associates	John Smith M&M Engineering, Inc.	John Smith M&M Engineering, Inc.	John Smith M&M Engineering, Inc.	John Smith M&M Engineering, Inc.	John Smith M&M Engineering, Inc.
1:30 PM - 2:00 PM	Robert Carter The Allen Group LLC	John Carter Robert Carter	John Carter Robert Carter	John Carter Robert Carter	John Carter Robert Carter	John Carter Robert Carter	John Carter Robert Carter
2:00 PM - 2:30 PM	John Carter Robert Carter	John Carter Robert Carter	John Carter Robert Carter	John Carter Robert Carter	John Carter Robert Carter	John Carter Robert Carter	John Carter Robert Carter

LBU Strategy

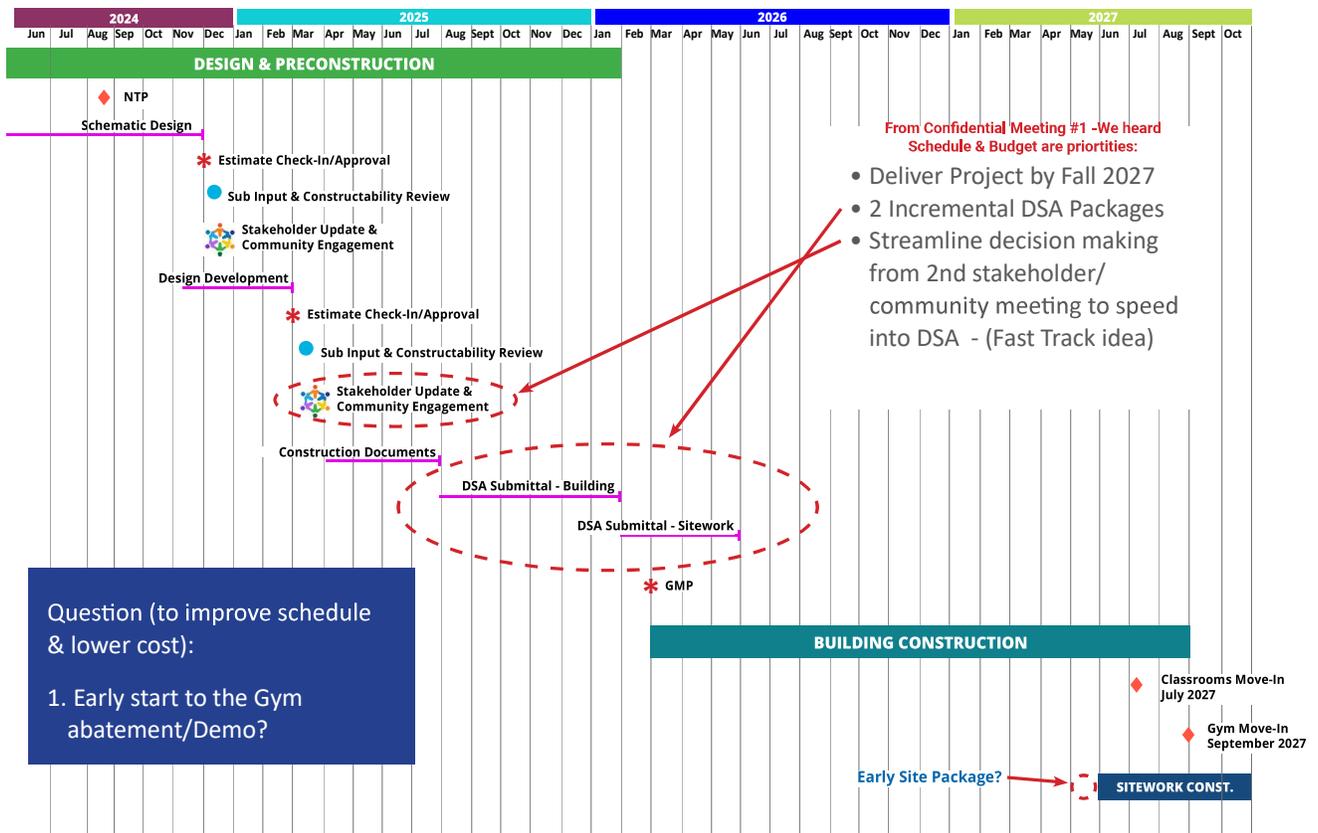
In a series of confidential meetings, while design and budgeting were underway, we researched and pulled our sub trade data from several sources—City of Oakland, the Matchmaking Network participant list and Building Connected—to generate a list of subcontractors certified as LBE /SLBE’s. We then mapped major scopes of work on the CCPA Project and the carve out opportunities for local and small certified partner participation in these scopes. The table to the right shows these major scopes on the CCPA Project and where LBU percentages can build up this requirement. Of course this is all contingent upon that the trade partners are capable, available, prequalified, and experienced to perform these services. During our GMP development, our preconstruction department will begin developing trade relationships as the process unfolds.

LBU Carve Out Opportunities & Path to Exceed 50% LBE/SLBE Participation



On Track for a Minimum of 52% LBE/SLBE Participation

After NTP, Sr. Project Manager **Rick Moore** and Precon Director **Cody Lee** will engage with **Shonda Scott** with Total 360 Concept for recommendations that will point us to several consulting firms to coordinate several community outreach meetings in soliciting interest and efforts in the LBU percentages. In our 2nd confidential meeting, we developed a LBU Roadmap graphic, shown below, outlining community engagement meetings to gain traction in our pursuit of exceeding the District’s LBU requirements. Like our success on OUSD’s The Center project, we will be transparent in reporting LBU percentages throughout the project. The preliminary LBU Roadmap will be adjusted based on the agreed schedule from initial kick-off meetings. **We will fulfill and exceed any remaining participation with our construction trade partners.** Overaa has extensive experience participating in local/small Oakland subcontracting partnerships as evidenced by our project examples on the following page.



Proven Experience Exceeding Oakland Small/Local Business Requirements

Small/Local Outreach Consultant

In our qualification package under “LBU Approach”, we described our subcontractor outreach efforts during subcontractor selection. We will extend outreach to local grassroots, employment workforce department, Department of General Services, and additional agencies we have enlisted in our qualification package. On past projects with similar local participation requirements, we have had bigger, more experienced subcontractors set up mentor-protégé relationships with smaller, local firms in order to build the smaller firm’s experience and expertise. The formation of these relationships works out beneficially for all parties involved: the bigger subcontractor gets to participate in the project, the smaller subcontractor builds their resume and hones their skills, and Overaa has the pleasure of contributing to the local economy and knowledge base in under utilized service areas.

Lease-Leaseback OUSD Roosevelt Middle School Modernization

On the current Roosevelt Middle School Modernization Project, we are partnered with SLBE’s Tulum and Focon. **We achieved 78% SLBE/SLRBE on the Science Modular Increment of the Project.**

Lease-Leaseback OUSD Central Commissary

Overaa provided preconstruction and construction services for the new \$51M centralized kitchen and food distribution facility for the entire Oakland Unified School District that provides 40,000 meals a day to those in the area who are in need. The District had a very intentional small local business plan for this project: 50% local hire and 50% small local business participation.

We made the District’s goals our goals. We partnered with two small/local minority owned contractors, Eclipse Electric and Tulum (which is also woman owned) in a mentorship environment to provide opportunities in harmony with the spirit of OUSD’s mission. We also worked with our JV partners to subcontract a high percentage of small local minority Owned businesses. We hired a local community liaison, a single mother, to provide her opportunity and to increase communication about the project with the

community. Our JV partners were amazing and helped us better connect with the local community. **Ultimately, we surpassed OUSD’s 50% SLBE/SLRBE/LBE requirements by 11%.** The project was driven by immense passion of bridging gaps in social equity and we feel fortunate to have played a part in it.

Lease-Leaseback OUSD Sankofa Academy / Washington Elementary Modernization

For this LLB project, Overaa hired a small/local workforce outreach consultant to keep documented records of outreach efforts and to contract such activities as trade associations, small business developments networks and conferences, plus trade fairs to locate LBEs. This resulted in us partnering with small/local minority owned contractor, Eclipse Electric, whom we later also partnered with on OUSD’s Central Commissary Project. We maintained records of internal guidance and encouraged participation in workshops, seminars, and training while monitoring performance to evaluate compliance with OUSD’s requirements. **Ultimately, we surpassed OUSD’s 70% LBE/SLBE/SLRBE requirement by 2%.**

Design-Build Willie L. Brown, Jr. STEM Middle School

For this \$51M Design-Build project, the site was located in Hunters Point of San Francisco and community relations were very important. We hosted outreach meetings, coordinated with public agencies, and actively participated in community events and local mixers. We also partnered with Aboriginal Blackmen United (ABU) on the project, meeting with the organization leaders to establish a plan for targeted opportunities. We encouraged our plumbing subcontractor to bring on a plumbing apprentice from the ABU, who has taken well and flourished in the industry. Ultimately, the local hire goal was 20% and we achieved 18% on the project.

Subcontractor Procurement: Carving Out Opportunities For Small/Local Partners

Regarding confirming our commitments with subcontractors in the GMP phase and exceeding OUSD’s full compliance, our database of pre-qualified subcontractors contains nearly 5,000 companies and we have established a reputation as a trusted industry partner over our 117+ year history in the Bay Area.

Key steps in our outreach efforts include:

- Exchange local listings and databases with local unions, local apprenticeship agencies, Carpenters Pre-Apprentice Program, Laborers Apprentice Program and the projects’s targeted cities in Alameda County
- Heavily solicit and advertise the bidding opportunity in multiple channels –trade papers, websites, and grassroots newspapers.
- Community outreach meetings, like at **Cypress Mandela Vocational Training Center in Oakland**, to inform and educate potentially interested subcontractors about the opportunity, and provide guidance on the prequalification and document requirements.
- Clear bidder instructions describing the local participation goals and requesting larger trades to utilize local suppliers.



Community Outreach meeting at Cypress Mandela Vocational Training Center in Oakland for Oakland USD’s Sankofa Academy / Washington Elementary School Modernization Project.

During the bidding period, Overaa/Noll & Tam will solicit to small/local business categories for all appropriate categories or divisions of work. Project assigned Small/Local Business Contract Manager, **Elizabeth Brown**, will oversee our effort in addressing any subcontractor questions about the bidding and prequalification process. Elizabeth has over 15 years of experience with local/small/diverse business subcontracting compliance. Her contact information:



Elizabeth Brown
Small/Local Business Contract Manager
200 Parr Blvd., Richmond, CA 94801
Office: 510-234-0926 / Fax: 510-237-2435
Email: elizabethb@overaa.com

Elizabeth will work closely with Cody Lee, Preconstruction Director, throughout the bidding and prequalification process outlined below:

1. Utilizing our internal subcontractor database, we fax and email via **BuildingConnected** an “Invitation to Bid” to begin the prequal bidding process, which is further detailed in Tab “Technical Design & Construction Experience” Tab.
2. We place multiple advertisements in local/grassroots newspapers soliciting the involvement and participation of qualified businesses.
3. We plan on contacting identified participants to verify their interest in this project. Extra attention will be paid to encouraging local businesses to research and provide pricing for the project and assisting them in defining their scope of work.
4. Follow-up notifications will be sent to all solicited businesses one week before the bid date.
5. We plan on organizing evening community outreach meetings and networking sessions via Zoom or in-person at either the CCPA site or other District facility to promote and educate businesses about opportunity for participation

In addition to the California agencies we use in contracting with certified small business categories, we will include Oakland USD’s LBU policy’s list of Oakland based firms certifying agencies plus the City of Oakland’s Resource Lists of Labor, Consultants, and Contractors mentioned on City’s website.

The list below combines all entities that will help expand the invitation for participation from certified small and local businesses:

- City of Oakland
- The Port of Oakland
- Alameda County Transportation Commission
- Alameda County
- California Public Utilities Commission
- Caltrans

AGREEMENT BETWEEN OWNER AND ALTERNATIVE DESIGN-BUILDER

This agreement is effective August 29, 2024 (the "Agreement") by and between the Oakland Unified School District, Alameda County, California, hereinafter called the "District" or "Owner," and C. Overaa & Co., hereinafter called the "Design-Builder."

WITNESSETH: That the Design-Builder and the Owner for the consideration hereinafter named agree to enter this Agreement for design and construction of the Project pursuant to Education Code sections 17250.60 et seq., as follows:

ARTICLE I. SCOPE OF WORK.

For the Owner's CCPA Site Expansion Project at Coliseum College Preparatory Academy (the "Project"), the Design-Builder agrees to furnish all labor, equipment, and materials, including tools, implements, and appliances required, and to perform all the Work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers. The Work includes all obligations of the Design-Builder under this Agreement, the Contract, and the Contract Documents (see Article II, below), including all design and construction services necessary to complete the Project.

A. Design Services

The Design-Builder shall complete the design of the Project within the parameters of the Owner's requirements for design of the Project (the "Design Criteria," or "Bridging Documents") that were included in the Request for Proposals and on which the Design-Builder based its proposal, and within the other requirements of the Contract Documents (including Article VI, below).

Design-Builder shall, if requested by the District, meet with District staff and provide the District with progress plans during the Schematic Design and Design Development Phases as necessary to allow the District to ensure the Project is being designed in accordance with District requirements.

The Design-Builder shall prepare a 70% complete construction document set for the Owner's review and approval, and then prepare a 100% complete construction document set for the Owner's review and approval prior to the submission to the Division of the State Architect ("DSA").

Constructability review of the design and value engineering are the responsibility of the Design-Builder, but Owner may provide its own constructability or value engineering comments when reviewing the 70% construction document sets.

After obtaining Owner approval of the 100% complete construction document set, the Design-Builder shall submit it to the Division of State Architect (“DSA”) for approval. The Design-Builder shall make all changes in the design necessary to obtain DSA approval, but first must obtain Owner approval. If any such changes reduce the scope of construction, then the Owner shall be entitled to a deductive change order. If any such changes are outside the scope of the Design Requirements, then the Design-Builder shall be entitled to a change order to the extent that the change increases the Design-Builder’s design or construction costs.

B. Construction Services

The Design-Builder may not commence construction until it delivers to Owner complete DSA approval of the design for the Contract and the price for construction has been set via amendment to this Agreement (see below). The Design-Builder shall perform all construction necessary to construct the Work in compliance with its DSA-approved design (“Design”) and the Contract Documents, including the General Conditions.

ARTICLE II. CONTRACT DOCUMENTS.

The Design-Builder and the Owner agree that the following documents form the Contract Documents:

- A. The Request for Proposals, including all attachments, appendices, and addenda.
- B. The Design-Builder’s proposal in response to the Request for Proposals (“Proposal”), including all attachments, certifications, and declarations required to be submitted with the Proposal.
- C. This Agreement.
- D. The General Conditions.
- E. Any written and Board-approved agreement to modify this Agreement, such as an amendment or change order.
- F. The payment bond.
- G. The performance bond.
- H. The documents listed in Article 1.1.1 of the General Conditions.

This Agreement incorporates the above Contract Documents by reference, and together they constitute the “Contract.”

The Contractor and its subcontractors must use the Owner’s program software (ColbiDocs and Accountability) for projects. The District will provide training for the Contractor and its subcontractors on how to use ColbiDocs and Accountability

After award, the Design-Builder shall timely submit the bonds, fingerprinting certification, and Student Contact Form, as required by the Request for Proposals.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (the “Contract Time”) shall be One Thousand One Hundred Twenty-Eight (1128) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no such date is established in a Notice to Proceed from Owner, the date ten (10) calendar days after award of the Contract, whichever being the shorter project duration that meets a completion date of September 30, 2027.

In addition, the Design-Builder shall meet the following milestone deadlines:

- Owner approval of the 70% construction document set of the Project within Three Hundred Fifty-Two (352) calendar days from (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from Owner, the date ten (10) calendar days after award of the Contract by the Board on August 28, 2024;
- Submittal for Board approval of the GMP for the Building Package within 40 calendar days of DSA approval of the Final 100% Plans and Specifications; Submittal for Board approval of the GMP for the Site Package within 7 days of DSA approval of the Final 100% Plans and Specifications.
- Completion of the construction of the Project within Six Hundred Eight (608) calendar days from DSA approval of the Final 100% Plans and Specifications for the Building Package and Three Hundred Ninety-Eight (398) calendar days from DSA approval of the Final 100% Plans and Specifications for the Site Package.

The time period between (a) Design-Builder’s submission of the Board-approved Final 100% Plans and Specifications to DSA, and (b) DSA’s first comments regarding the Final 100% Plans and Specifications, shall not count against the Contract Time, and the Design-Builder shall be entitled to a time extension for such time period.

The site for the Project will not be available to the Design-Builder for construction on the following dates: Student Testing Days (TBD). The Design-Builder shall not be entitled to time extensions for lack of access to the site on these dates.

Failure to Complete the Work within the Contract Time, or by the milestone deadlines noted above, in the manner provided for by the Contract Documents shall subject the Design-Builder to liquidated damages. For purposes of liquidated damages, the concept of “substantial completion” shall not constitute Completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or by the milestone deadlines noted above, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration, supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that \$4,000.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Design-Builder to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Design-Builder Completes the Project within the Contract Time.

Accordingly, the parties agree that the following amounts shall be the damages which the Owner shall directly incur for the specified failures of the Contractor:

- For failure to Complete the Work within the Contract Time, \$4,000.00 for each calendar day of delay.

If the Design-Builder becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Design-Builder until the liability of the Design-Builder under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Design-Builder incurred under this Article, the Design-Builder and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time for Completion and liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION.

The Owner shall pay to Design-Builder in current funds a total of Two Million Eight Hundred Eighty-Two Thousand Five Hundred Seventy-Eight Dollars (\$2,882,578.00) for the design of the Project satisfactorily performed ("Design Price") according to the following schedule:

- *Up to • 50% upon Owner approval of the 70% design package (see the Request for Proposals).
- *Up to • 30% upon full DSA approval of the Final 100% Plans and Specifications (see the Request for Proposals).
- 20% upon completion of design services after DSA approval (including but not limited to design services during construction).

Once the complete design has been approved by DSA and the subcontractors have

been selected, the District will set the price for all of the construction work (“Construction Price”) based on the following formula: (Price of all subcontracts for construction work + Price of the construction work (if any) to be performed by the design-build entity) × 1.0996. The design-build entity and District shall sign an amendment to the design-build agreement stating the price set for the construction work, to be approved by the District’s governing board. No construction may commence until the amendment is approved by the District’s governing board.

Owner may elect to include a special allowance or general contingency allowance (“Allowance”) in the Construction Price, from which the Owner may, in its sole discretion, elect to pay any additional amounts that are owed to the Design-Builder under the Contract Documents, rather than pay the Design-Builder by a Board-approved change order. Any payment from an Allowance is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Design-Builder must fully comply with the Contract Documents’ requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner’s governing body shall be required, but Design-Builder must sign an Allowance expenditure form, after which the Design-Builder may include a request for such payment in its next progress payment application. Design-Builder’s acceptance of a progress payment that includes such payment shall act as a full and complete waiver by Design-Builder of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Design-Builder requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Design-Builder must comply with the Contract Documents’ requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner’s governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner’s governing body. Once an Allowance is fully spent, the Design-Builder must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made after a change order approved by the Owner’s governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Design-Builder shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above Construction Price, and the Owner may withhold such credit from any progress payment or release of retention.

The Design-Builder shall be responsible for all of its costs related to the Work, including home office, administration, copies, and travel expenses.

The Design-Builder may not request an increase in the Design or Construction Price except as permitted in the Contract Documents; and under no circumstances may the Design-Builder request an increase in the Design or Construction Price based on costs caused by Design-Builder's errors in design of the Work or construction of the Work, based on unforeseen site conditions, or based on DSA corrections to the Design-Builder's design of the Work.

ARTICLE V. CHANGES.

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions, and shall be in the form of a written amendment or change order to this Agreement approved by the Owner's governing body.

ARTICLE VI. DESIGN RESPONSIBILITIES OF THE DESIGN-BUILDER.

A. Definitions.

1. Design Services. "Design Services" shall mean the Design-Builder's design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, foreseeably required under law, the standard of care, and this Agreement, to complete the design of the Work, obtain DSA approval of the design of the Work, and administer the construction of the Work, as further defined in this Article.

2. Wrongful Acts or Omissions. "Wrongful Acts or Omissions" shall mean Design-Builder's acts or omissions in breach of this Agreement, the applicable standard of care, or law.

B. Standard of Care.

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

C. Design Services.

1. General.

The Design-Builder shall complete the design for the Project in conformance to the Contract Documents, including the Bridging Documents prepared by the District's Architect, and applicable law.

The District shall have the right to add or delete from the Design-Builder's scope of Design Services as it may determine is necessary for the best interests of the Project and/or the District. Design-Builder shall expeditiously and diligently perform all of its work and obligations under this Agreement. Design-Builder may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District. The Design-Builder acknowledges that its priority is to complete the Project and its Design Services, and that any payment disputes with the District, if not resolved during the Project, must wait for resolution after the Project.

All personnel provided by Design-Builder shall be qualified to perform the services for which they are provided. Design-Builder shall obtain District's written approval of each employee of Design-Builder who provides services under this Agreement, and written approval of each change of employees who are providing such services. District may, upon ten working (10) days' written notice, cause Design-Builder 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, Design-Builder shall provide them immediately.

Design-Builder is an agent of District and shall reasonably represent the District at all times in relation to the Project.

Design-Builder shall be fully licensed as required by law at all times when providing services under this Agreement.

2. Consultants.

The Design-Builder shall employ or retain at Design-Builder's own expense, engineers and other consultants necessary to Design-Builder'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 Design-Builder for this Project shall be approved by District prior to their commencement of work. The Design-Builder's consultants shall be employed or retained to provide assistance during all aspects of performance of the Design Services for the Project, including but not limited to review of schedules, shop drawings, samples, submittals, and requests for information. The Design-Builder's consultants shall also conduct periodic inspections of the site to determine conformance with the DSA-approved design and shall participate in the final inspections

and development of any "punch list" items. Design-Builder must disclose to District all such consultants employed or retained, and the compensation paid to those retained.

Design-Builder shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain an architect or construction manager to assist District in performance of District's duties for the Project.

If not done by the District's architect for the Project ("Architect"), the Design-Builder 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 Design-Builder any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

If not done by the Architect, Design-Builder 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 Design-Builder any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

3. Schematic Design Phase.

The Design-Builder shall treat the Bridging Documents as the schematic design for the Project. The Design-Builder shall complete the design of the Project in conformance with the Bridging Documents, as described in this Agreement.

4. Design Development Phase.

Design-Builder 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. The design development documents shall represent a 70% complete design, and shall conform to the Bridging Documents and other Contract Documents. Design-Builder shall submit the 70%

development design to the District for its review and for Board approval. Design-Builder is encouraged to make recommendations to District regarding benefits that could be realized by altering the scope of work or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Design-Builder shall revise the design development documents as necessary until District's governing board approves them in writing. Design-Builder 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.

The Design-Builder shall prepare the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

Design-Builder 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. Design-Builder shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Design-Builder shall provide a copy of all such documents to the District.

Design-Builder shall provide at no expense to the District one complete set of preliminary plans 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. Completion of Design Phase.

Following the District's governing board's written approval of the design development documents, the Design-Builder shall prepare for the written approval of District's governing board the 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. The 100% complete design shall conform to, comply with, and satisfy the Bridging Documents and other Contract Documents, as well as 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 100% complete design, Design-Builder shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages.

Prior to submission of the 100% complete construction documents to DSA for plan check and approval, the Design-Builder shall submit the design to the District for review and for board approval. Design-Builder 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 100% complete construction documents.

After approval by the District's governing board, the Design-Builder shall submit the 100% complete construction documents to DSA for Electronic Plan Review ("EPR") and approval, and make the necessary corrections to secure DSA approval. If the DSA requires any changes in the 100% complete construction documents, Design-Builder shall submit its changes to the District for review and Board approval before submitting them to DSA for approval.

6. Construction Phase.

The construction phase shall begin on the date that Design-Builder has obtained complete DSA approval of the 100% complete design and the Construction Price has been set by amendment to this Agreement (see above). The construction shall be performed as required by the Contract Documents.

The Design-Builder 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.* Design-Builder shall provide a copy of all such notifications to the District.

After DSA approval of the design, the Design-Builder may select subcontractors for performance of construction work, and if the scope of a subcontractor's construction work is greater than 0.5% of the total value of the price allocable to construction work, then the Design-Builder shall use the procedures specified in Education Code section 17250.65(b) to select that construction subcontractor. The Design-Builder shall award each construction subcontract on a best value basis. If the Design-Builder wants to directly perform any scope of construction work, it must obtain proposals from at least two subcontractors for that scope of work and then establish to the District satisfaction and written approval that the Design-Builder's proposal is the best value.

The Design-Builder shall submit to the District and its Architect all schedules, shop drawings, samples and other submissions as set forth in the Contract Documents. The District and its Architect shall take action within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case District and its Architect shall take such action as soon as possible. If District and its Architect are not able to take such action within the required time due to reasons beyond their control, they may take action within a reasonable period of time under the circumstances; however, they shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the Design-Builder immediately after such determination with an explanation as to why they cannot take action within the time required, what they are doing to expedite its response, when they expect to be able to issue a response, and what action, if any, should be taken by the Design-Builder in the meantime to mitigate delays and/or costs. The District and its Architect will have the authority to reject work and materials

which do not conform to the Contract Documents, including the Bridging Documents. The approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the reasonable judgment of the District, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the District and its 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 District and its Architect will also recommend substitution of materials or equipment when, in their 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.

The Design-Builder 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.

The Design-Builder will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Design-Builder 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 Design-Builder nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

Design-Builder 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. Design-Builder shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required under the Contract Documents.

With respect to asbestos and asbestos containing materials, the parties acknowledge that the Design-Builder 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. Design-Builder 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, Design-Builder shall provide such certification as to Hazardous Substances as is required of architects for such projects by the OPSC.

Notwithstanding any other provision of this Agreement, the Design-Builder will not be entitled to a change order or additional payment if the underlying issue was caused by a Wrongful Act or Omission. At its own expense, the Design-Builder shall perform all Work caused or necessitated by the Wrongful Act or Omissions. Design-Builder is responsible to ensure that the 100% complete design, and the finished Project based on that design, comply 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 Design-Builder has violated any of the above-referenced laws, or District, because of Design-Builder's Wrongful Acts or Omissions, has violated any of the above-referenced laws, Design-Builder shall remedy the violation at its own cost. **Design-Builder shall indemnify, defend and hold the District harmless under Section VI.G of this Agreement for any breach of this paragraph due to Design-Builder's negligence, recklessness or willful misconduct.** In the event that the Design-Builder is or becomes aware of possible non-compliance with the foregoing standards, Design-Builder shall have a duty immediately to notify the District in writing of the possible non-compliance.

7. 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 Design-Builder, whether supplied by District or by others, which are relied upon, altered or otherwise utilized by Design-Builder, Design-Builder shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Design-Builder under this Agreement.

D. Errors and Omissions Insurance.

Prior to the commencement of services under this Agreement, the Design-Builder shall furnish to the District satisfactory proof that the Design-Builder has, for the period covered by this Agreement, errors and omissions insurance on an occurrence basis, with limits of at least Two Million Dollars (\$2,000,000.00) and with a deductible in an amount not to exceed the sum of Twenty-Five Thousand Dollars (\$25,000). If errors and omissions insurance is not reasonably available on an occurrence basis, Design-Builder shall provide errors and omissions insurance on a claims-made basis.

Each of Design-Builder's professional sub-consultants (including consultants of Design-Builder) shall comply with this section, and Design-Builder shall include such provisions in its contracts with them.

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.

Should any of the required insurance be provided under a claims-made form, Design-Builder 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 completion of construction (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 Design-Builder's obligations to the District under any provision, including any duty to indemnify and defend the District.

Design-Builder 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 Design-Builder shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

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

If the Design-Builder 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 Design-Builder under this Agreement.

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

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

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.

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

E. Compliance with Laws.

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

F. Ownership of Documents; Licensing of Intellectual Property.

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 Design-Builder 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.

The Design-Builder 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 Design-Builder 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 Design-Builder's files for a period of no less than fifteen (15) years. Design-Builder shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

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 Design-Builder 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 Design-Builder 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.

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 Design-Builder 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 Design-Builder 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).

Design-Builder represents and warrants that Design-Builder 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 Design-Builder or its consultants prepares or causes to be prepared under this Agreement. **Design-Builder shall indemnify, defend and hold the District harmless under Section VI.G of this Agreement for any breach of this section due to Design-Builder's negligence, recklessness or willful misconduct.** The Design-Builder 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 Design-Builder and provided to Design-Builder by the District.

G. Indemnity Regarding Design.

Design-Builder Indemnification – **To the fullest extent permitted by law, including California Civil Code section 2782.8, the Design-Builder 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 to the extent that they arise out of, pertain to, or relate to negligence, recklessness or willful misconduct of the Design-Builder, the Design-Builder's officers, employees, or consultants in performing or failing to perform any design work, services, or functions provided for, referred to, or in any way connected with any design work, services, or functions to be performed under this Agreement.**

The Design-Builder'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 Design-Builder'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 Design-Builder for any amount of Defense Costs paid by Design-Builder in excess of the proportional fault of the Design-Builder to the extent specified in a settlement agreement, arbitration award, or verdict; or Design-Builder 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 Design-Builder 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.

If one or more defendants is/are unable to pay its/their share of Defense Costs due to bankruptcy or dissolution of the business, the Design-Builder shall meet and confer with other parties regarding unpaid Defense Costs.

This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Design-Builder.

District Indemnification for Use of Third Party Materials – The District shall defend, indemnify, and hold harmless the Design-Builder and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Design-Builder's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Design-Builder shall be entitled to such indemnification only if each of the following conditions are met: (a) Design-Builder actually re-draws or completes such other designs or contract documents; (b) Design-Builder complies with the provisions of this Agreement regarding use of materials prepared by other design professionals; (c) District has supplied Design-Builder with the previously prepared documents or materials; and (d) District expressly requests that the Design-Builder 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 VII. TERMINATION.

The Owner or Design-Builder may terminate the Contract as provided in the General Conditions.

In addition, if the Design-Builder refuses to sign an amendment to set the Construction Price (see above), then the District may (a) terminate the entire design-build

contract, or (b) terminate just the construction portion of the design-build contract and then require the Design-Builder to provide design services during construction performed by another contractor hired by the District.

ARTICLE VIII. PREVAILING WAGES.

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Design-Builder and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Design-Builder and any subcontractor under the Design-Builder as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Design-Builder.

The Design-Builder and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. The Design-Builder and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner at least monthly.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor

Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE IX. WORKING HOURS.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Design-Builder or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Design-Builder and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Standards Enforcement. The Design-Builder shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Design-Builder or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE X. APPRENTICES.

The Design-Builder agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Design-Builder for all apprenticeable occupations.

ARTICLE XI. SKILLED AND TRAINED WORKFORCE.

The Project shall be subject to the District's Project Labor Agreement.

ARTICLE XII. DSA OVERSIGHT PROCESS.

The Design-Builder must comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the Owner’s Inspector of Record/Project Inspector (“IOR”) upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner’s Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Design-Builder shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Design-Builder’s Wrongful Act or Omission. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Design-Builder’s expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XII. INDEMNIFICATION AND INSURANCE.

The Design-Builder will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the Contract Documents, including the General Conditions.

By this statement the Design-Builder represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Design-Builder shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Design-Builder shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be Four Million Dollars (\$4,000,000.00) per accident for bodily injury and property damage combined single limit.

ARTICLE XIII. ENTIRE AGREEMENT.

The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral

or written, including the Owner's award of the Contract to Design-Builder, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIV. EXECUTION OF OTHER DOCUMENTS.

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

ARTICLE XV. EXECUTION IN COUNTERPARTS.

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

ARTICLE XVI. BINDING EFFECT.

Design-Builder, by execution of this Agreement, acknowledges that Design-Builder has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Design-Builder and the Owner and their respective successors and assigns.

ARTICLE XVII. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVIII. AMENDMENTS.

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order, signed by the parties and approved or ratified by the Governing Board.

ARTICLE XIX. ASSIGNMENT OF CONTRACT.

The Design-Builder shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of

the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XX. WRITTEN NOTICE.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE XX. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

The Owner requires Design-Builder to comply with the Governor’s March 4, 2022, Executive Order N-6-22 (“Order”) relating to any existing sanctions imposed by the United States government and the State of California in response to Russia’s actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

DESIGN-BUILDER:

C. Overaa & Co.
a California corporation

Signature:  Date: 8/1/24

Name: Carl Overaa
Title: President

Signature:  Date: 8/1/24

Name: Allen Hoffman
Title: CFO

OWNER:
Oakland Unified School District

Signature:  Date: 8/29/2024

Name: Benjamin Sam Davis
Title: Board of Education President

Signature:  Date: 8/29/2024

Name: Kyla Johnson-Trammell
Title: Superintendent and Secretary, Board of Education

Signature:  Date: Aug 1, 2024

Name: Preston Thomas
Title: Chief Systems & Services, Officer of Facilities Planning & Management

Approved As To Form:

Signature: James Traber Date: 08/01/2024
Name: James Traber, Esq.
Title: OUSD Facilities Legal Counsel

DESIGN-BUILDER:

Doll & Tam Architects
California Architect
C14014
California Architect's License No.
Exp. 11/31/25
License Expiration Date

C. Overea, CO.
California Contractor
1016793
California Contractor's License No.
5/31/25
License Expiration Date

NOTE: Design-Builder must give the full business address of the Design-Builder and sign with Design-Builder's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

EXHIBIT A

Proposal/Scope of Work

EXHIBIT A

C. OVERAA & CO. – Design-Build CCPA Site Expansion Project - OUSD

SCOPE OF WORK

Design & construct the new gymnasium and classroom building at OUSD Coliseum College Preparatory Academy. The Project will be constructed on the southwest portion of the campus. The Project will include 14 standard classrooms and two laboratory classrooms.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Coliseum College Preparatory Academy Site Expansion	Site	232
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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	C. Overaa & Co.	Agency's Contact	Mike Conrad		
OUSD Vendor ID #	009061	Title	Owner		
Street Address	200 Parr Blvd	City	Oakland	State	CA
Telephone	510-234-0926	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 #	21113				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	8-29-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	9-30-2027
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$ 2,882,578.00	If New Contract, Total Contract Price (Not to Exceed)	\$
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
9655/9859	Fund 21, Measure Y	210-9655-0-9859-8500-6215-232-9180-9906-9999-21113	6215	\$2,828,578.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature	Date Approved	Aug 1, 2024		
	Kenya Zhatman (Aug 1, 2024 16:34 PDT)				
2.	General Counsel, Facilities				
	Signature	Date Approved	08/01/2024		
3.	Chief Systems & Services Officer				
	Signature	Date Approved	Aug 1, 2024		
	Preston Thomas (Aug 1, 2024 16:37 PDT)				
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			