Board Office Use: **Le islative File Info.**	
File ID Number	26-1341
Introduction Date	06-24-2026
Enactment Number	
Enactment Date	

OAKLAND BUILT

OAKLAND UNIFIED SCHOOL DISTRICT

Thn.,:.g St..dents

Memo

To Board of Education

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

Board Meeting Date June 24, 2026

Subject Amendment No. 1 - Master Standby Agreement for - K2A Architecture+ Interiors - Projects with Construction Budget Under Ten Million Dollars - Various School Sites -Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of **Amendment No. 1** to a Master Standby Agreement for Architectural Services by and between the **District** and **K2A Architecture & Interiors, Oakland, CA,** for the latter to provide Architectural Services for the **Early Childhood Center at Washington Sankofa Project** in the not-to-exceed amount of **$898,296.00** which includes a not-to-exceed amount of **$81,663.00** for additional services. The agreement shall commence on **June 25, 2026,** and is scheduled to last until **June 30, 2028.** All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for Architectural Services for Early Childhood Center at Washington Sankofa Project.

LBP (Local Business Participation Percentage) 0.0%

Recommendation Approval by the Board of Education of Amendment No. 1 to a Master Standby Agreement for Architectural Services by and between the District and K2A Architecture & Interiors, Oakland, CA, for the latter to provide Architectural Services for the Early Childhood Center at Washington Sankofa Project in the not-to-exceed amount of $898,296.00 which includes a not-to-exceed amount of $81,663.00 for additional services. The agreement shall commence on June 25, 2026, and is scheduled to last until June 30, 2028. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 1 2 - Oakland Children's Initiative

Attachments

- Justification Form
- Agreement, including Exhibits
- Certificate of Insurance
- Routing Form
- File ID 25-1444

PROJECT ASSIGNMENT
(AGREEMENT FOR ARCHITECTURAL SERVICES)

This Project Assignment is executed between Oakland Unified School District ("District") and **K2A Architecture + Interiors** "Architect") pursuant to the Master Agreement for Architectural Services ("Agreement") between the Architect and the District dated **June 25, 2026**. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Description of Work To Be Performed By Architect:
Provide design services and project description from schematic design through construction and closeout of the Early Childhood Center at Washington Sankofa. This scope includes designing six TK/PreK classrooms with Timber Quest for DSA precheck. Services also include topographic survey and site utility location, cost estimation, stakeholder engagement, procurement, and construction administration services.

2. Project Budget (District's written statement of funds available to pay for all Project Costs) **Eight Hundred Ninety-Eight Thousand Two Hundred Ninety-Six Dollars ($898,296.00)**

3. Basic Services. The Architect will provide the following Basic Services noted below for the above-described Project.

Basic Services Phases

- ☒ Schematic Design
- ☒ Design Development
  - ☐ Preliminary Plans Value Engineering
  - ☐ Preliminary Plans Phase Constructability Review
- ☒ Construction Documents
  - ☐ Construction Drawings Value Engineering
  - ☐ Construction Drawings Constructability Review
- ☒ Bidding
- ☒ Construction
- ☐ Post-Construction

Sub-consultants Included in Basic Services

- ☒ Structural
- ☒ Civil
  - ☒ On-Site
  - ☐ Off-Site
- ☒ Mechanical
- ☒ Plumbing
- ☒ Electrical
- ☒ Telecommunications/Data
- ☒ Landscaping
- ☒ Other: Cost Estimation

Basic Services Submittal Schedule:

	START DATE	FINISH DATE
Schematic Design Phase	6/25/2026	August 2026

Initial Design Development Phase	August 2026	September 2026

Final Design Development Phase	September 2026	September 2026
Preliminary Plans Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Initial Construction Documents Phase	September 2026	October 2026
Final Construction Documents Phase	December 2026	January 2027
Construction Drawings Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Bidding	February 2027	June 2027
Construction	April 2027	June 2028
Post-Construction		

4. Architect Compensation:

A. Payment Method:

☒ **Method A: Percentage of Computed Cost for New Construction and Additions**

Architect shall provide all the services identified as Basic Services as indicated above using the following fee schedule. To determine the Architect's Fee using this method, the computed cost of the project shall be multiplied by the applicable percentages below. The term "computed cost" is equal to the bid amount or Guaranteed Maximum Price plus any additive alternates not taken plus any change orders for additional scope of work.

a. Nine (9%) percent of the first five hundred thousand dollars ($500,000) of computed cost;
b. Eight and one-half (8 ½ %) percent of the next five hundred thousand dollars ($500,000) of computed cost;
c. Eight (8%) percent of the next One Million Dollars ($1,000,000) of computed cost;
d. Seven (7%) percent of the next Four Million Dollars ($4,000,000) of computed cost;
e. Six (6%) percent of the next Four Million Dollars ($4,000,000) of computed cost;
f. Five (5%) percent of the computed cost in excess of ($10,000,000).

Factory Built Portables. Four (4%) percent of the first Thirty-Five thousand Dollars $35,000) of the cost of factory built portables (Building cost only, all non-building costs and building costs beyond Thirty-Five Thousand Dollars shall be calculated per items a-f above).

(Reuse of Plans) Compensation for Re-use of Plans for new construction and addition projects shall be reduced from the full fee calculation to reflect savings due to re-use of existing documents as follows:

a. 35% fee reduction for buildings only during Schematic Design Phase.
b. 35% fee reduction for buildings only during Design Development Phase.
c. 35% fee reduction for buildings only during Construction Document Phase.
d. All other fees for buildings (DSA approval, Bidding and Construction Administration) shall be full fee.
e. All fees related to the site development work shall be full fee.
f. Design and engineering modifications due to program changes as required by the District, or code changes enacted subsequent to original plan approval, shall be billed as additional services or Re-use Fee reduction shall be adjusted to a mutually agreeable percentage to account for such changes.

Timeline of Payments under Method A

Schematic Design (100% Completion):	10% of Architect Fee
Design Development (100% Completion):	15% of Architect Fee
Construction Documents (90% Completion):	40% of Architect Fee, to be paid monthly based on actual level of completion.
DSA Approval of Construction Drawings:	5% of estimated Architect Fee
Procurement Phase:	5% of estimated Architect Fee as set forth on Attachment "A", when procurement is completed
Construction Administration:	25% of estimated Architect Fee, to be paid as follows: Procurement complete: 5% Construction 25% complete: 4% Construction 50% complete: 4% Construction 75% complete: 5% Construction 100% complete: 5% Submittal of final records: 2%

☐ **Method B: Percentage of Computed Cost for Modernization, Renovation & Rehabilitation:**

a. Twelve (12%) percent of the first five hundred thousand dollars ($500,000) of computed cost;
b. Eleven and one-half (11 ½ %) percent of the next five hundred thousand dollars ($500,000) of computed cost;
c. Eleven (11%) percent of the next One Million Dollars ($1,000,000) of computed cost;
d. Ten (10%) percent of the next Four Million Dollars ($4,000,000) of computed cost;
e. Nine (9%) percent of the next Four Million Dollars ($4,000,000) of computed cost;
f. Eight (8%) percent of the computed cost in excess of ($10,000,000).

Billing shall proceed on the same timeline as payments for Method A.

☐ **Method C Stipulated Sum:** The Parties agree to a Stipulated Sum for all basic services and Sub-consultants included in basic services. Billing shall proceed on the same timeline as payments for Method A [***or include other payment timeline***].

☐ **Method D - Hourly Billing Rates:** Compensation for services rendered by principals and employees shall be based upon the rates as stated on the Architect's Hourly Rate schedule which shall be attached hereto. The rates shall remain the same for the duration of each project. The total cost for the work shall not exceed.

C. Additional Provisions

1. Architect shall receive one hundred and ten (110%) percent of all Reimbursable Expenses, expressly authorized in advance by the District in writing, except as specifically excluded, incurred by the Architect, the Architect's employees, and consultants in the interest of the Project.

2. If specialty consultants are required who are not included as part of Basic Services, then the District shall reimburse the Architect one hundred and ten (110%) percent of their actual cost.

3. If any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions.

4. Architect shall receive reimbursement at cost for:

   a. Reproduction of drawings and specifications in excess of the copies provided by this Agreement.

   b. Architect shall receive reimbursement at cost for fees advanced for securing approval of authorities having jurisdiction over the Project.

Oakland Unified School District

Jennifer Brouhard, President, Board of Education — Date

Denise Gail Saddler, Ed.D. Interim Superintendent & Secretary Board of Education — Date

Preston Thomas (May 28, 2026 15:01:56 PDT)
Preston Thomas, Chief Systems & Services Officer — Date 05/28/2026

James Traber
James Traber, Esq. Counsel, OUSD — Date 5/26/2026

K2A Architecture + Interiors

Signature — Date 5/26/2026

Joyce Nieto Nilo
Digitally signed by Joyce Nieto Nilo
DN: C=US, E=joyce.nilo@k2architects.com, O=K2A, CN=Joyce Nieto Nilo
Date: 2026.05.26 12:53:29-07'00'

Print Name, Title: Joyce Nilo, K2A Principal

April 15, 2026

Pranita Ranbhise
Executive Director, Facilities
Oakland Unified School District

RE: Proposal – OUSD Washington Early Child Development Center at Sankofa (Project #25072)

Pranita:

K2A Architecture + Interiors is submitting the following updated proposal for your consideration.

I. SCOPE OF WORK

A. Per meeting on April 8, 2026, OUSD presented K2A with schedule and scope updates for the Washington Early Child Development Center at Sankofa. The preferred project alternative and base scope is to design 6 TK/PreK Classrooms with the TimberQuest DSA PC with some modification to be determined during the design phases. In addition, OUSD requested to include a site master plan study of possible layouts to include the TK classrooms and a future expansion building for grades 6-8. This study will occur as part of the schematic design phase.

B. Project Description and Design Phases
- Topographic Survey and Utility Location by Underwood & Rosenblum
- SD: NTP 6/25/26 to August 2026 (6wks)
  1. Base Scope Deliverables: 50% SD, 100% SD
  2. Additional scope for Site Concepts/Options TK Modulars plus 6-8 Expansion Building. Assess site utilities, drop-off/circulation, optimal building locations. Meetings to discuss options.
  3. Cost estimation.
  4. Stakeholder Engagement to discuss finishes and color palettes; function and program needs for each classroom
  5. District to sign-off on preferred TK location to proceed into DD
- DD: August 2026 to September 2026 (6wks)
  1. Base Scope Deliverables: 50% DD, 100%DD
  2. Cost Estimation
  3. Stakeholder Engagement to refine finishes, color palettes and interior layout
- CD INC 1 SITE WORK: September 2026 to October 2026 (5wks)
  1. Base Scope Deliverables: 50% CD, DSA Submittal Set, 100%CD/DSA Approved
  2. Cost Estimation

3. Local Fire Marshal Approval
4. Submit to DSA October 2026
5. DSA Approval February 2027

- CD INC 2 MODULAR PC:
  1. Modular Procurement After DD Phase: Sept-Dec 2026
  2. CD Design: Dec 2026 to Jan 2027 (5wks)
  3. Base Scope Deliverables: 50% CD, DSA Submittal Set, 100%CD/DSA Approved
  4. Cost Estimation
  5. Local Fire Marshal Approval
  6. Submit to DSA: Feb 2027
  7. DSA Approval: June 2027
- Construction/Closeout: April 2027 to June 2028

C. K2A Project Team
- Refer to the K2A proposal dated June 20, 2025 for Architectural Services for OUSD Washington Early Child Development Center at Sankofa Campus (Project #25072).

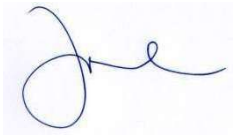
II. COMPENSATION FOR PROFESSIONAL SERVICES

Phase	**FEE - Modular PC w/Modifications**
Schematic Design 10%	$81,663
Design Development 15%	$122,495
Construction Documents/DSA 45%	$367,485
Procurement 5%	$40,832
Construction Administration 25%	$204,158
Proposed Fee 100%	$816,633
Contingency (10%)	$81,663
Not to Exceed Fee	$898,296

III. ASSUMPTIONS/EXCLUSIONS
- As-Built CAD and Record Plans by District
- Geotechnical Investigation Report by District
- FFE by District
- Upgrade to electrical service
- Off-site improvement plans

Please give me a call if you have any questions. Thank you.

K2A Architecture + Interiors



Joyce Nilo, Principal
K2A ARCHITECTURE + INTERIORS
610 16th Street, Suite 219 Oakland CA 94612
tel 415.487.6904 mobile 510.681.7776

Memorandum:

Date: 5/6/2026
To: Christina Stone
CC: Sele Nadel-Hayes, David Colbert, Colland Jang, Mark Newton, Ty Taylor, Juanita Hunter, Myra Segovia, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown
From: Tiffany Knuckles
Subect: LBU Memo - Project #25097 - Washington/Sankofa Early Childhood Center - Architectural Design Service

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The LBU Compliance Team has conducted a review of the Local Business Participation guidelines in conjunction wi following project(s):

Project: 25097 **Project Site(s):** Washington/Sankofa Early Childhood Center
Name: Architectural Design Services

Analysis:

Our review has determined that the funding source for the above project (Fund OCI) is not currently monitor under the Local Business Policy. Given this information, it is our determination that the project is to be exempt from 50% minimum Local Business Participation requirement. If the firm/s selected to provide services for the project ou above are indeed a certified, local firm(s), then their work may count as an LBU value add for the District.

LBU Recommendation:

EXEMPT (Fund Source)

If you have any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer
360 Total Concept
Oakland Unified School District - Local Business Compliance

K2ALLP0-01 SUMMANR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2025

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

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

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Margarite Leon PHONE (A/C, No, Ext): (925) 918-4524 FAX (A/C, No): E-MAIL ADDRESS: Margarite.Leon@ioausa.com
INSURED K2A, LLP dba: K2A Architecture + Interiors 251 Rhode Island Suite 202 San Francisco, CA 94103	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : RLI Insurance Company — 13056 INSURER B : Arch Insurance Company — 11150 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			PSB0001854	12/21/2024	12/21/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PSB0001854	12/21/2024	12/21/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			PSE0001487	12/21/2024	12/21/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PSW0001144	9/1/2024	9/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liab.			PAAEP0103505	9/1/2024	9/1/2025	Per Claim	2,000,000
B	Professional Liab.			PAAEP0103505	9/1/2024	9/1/2025	Aggregate	2,000,000

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

RE: Master Architect Service Agreement – Various School Sites

All operations of the Named Insured.

General Liability: Oakland Unified School District and the State and their authorized representatives, employees, trustees, officers, and authorized volunteers, The District, its officers, officials, employees, and authorized volunteers are included as Additional Insured on Primary & Non-Contributory basis with Waiver of Subrogation included, as required by written contract.

Workers' Compensation: Waiver of Subrogation is in favor of Oakland Unified School District and the State and their authorized representatives, employees, trustees, officers, and authorized volunteers, The District, its officers, officials, employees, and authorized volunteers, as required by written contract.

CERTIFICATE HOLDER

Oakland Unified School District
955 High Street
Oakland, CA 94601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Reno Caldwell

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with “your work” and included within the “product-completed operations hazard”.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be ____2____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.	Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured
K2A, LLP

Policy No. PSW0001144
Insurance Company
RLI Insurance Company

Endorsement No.

Countersigned By _____

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
Project Name	**Early Childhood Center at Washington Sankofa Project**	**Site**	161

Basic Directions

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

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

Contractor Information

Contractor Name	K2A Architecture + Interiors	Agency's Contact	Joyce Nilo					
OUSD Vendor ID #		Title	Principal					
Street Address	610 16th Street, Suite 202	City	Oakland	State	CA	Zip	94612	
Telephone	510-681-7776	Policy Expires						
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐No	Worked as an OUSD employee? ☐ Yes ☒ No						
OUSD Project #	25072							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-25-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2028
		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)	$898,296.00
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9186/8500	Fund 12/OCI	120-9186-0-8500-6215-161-9180-8500-9999-25073	6215	$898,296.00

Approval and Routing (in order of approval steps)

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

1.	**Division Head**	**Phone**	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities Planning & Management				
	Signature Pranita Ranbhise		Date Approved	05/28/2026	
2.	**General Counsel, Department of Facilities Planning and Management**				
	Signature James Traber		Date Approved	5/26/2026	
3.	**Chief Systems & Services Officer**				
	Signature Preston Thomas (May 28, 2026 15:01:56 PDT)		Date Approved	05/28/2026	
4.	**Chief Financial Officer**				
	Signature		Date Approved		
5.	**President, Board of Education**				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT

FILE ID 25-1444

Board Office Use: **Legislative File Info.**	
File ID Number	25-1444
Introduction Date	06-25-2025
Enactment Number	25-1062
Enactment Date	6/25/2025 os

OAKLAND BUILT
REBUILDING BETTER SO EVERY STUDENT THRIVES

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer

Board Meeting Date June 25, 2025

Subject Architect Services Master Agreement for Various School Sites – K2A, LLP - Projects with Construction Budget Under Ten Million Dollars - Division of Facilities Planning and Management

---

Action Requested Approval by the Board of Education of a Architect Services Master Agreement for Various School Sites by and between the **District** and **K2A, LLP, dba K2A Architecture + Interiors, Oakland, CA**, for the latter to provide Architectural Services for the District's projects with a construction budget under ten million dollars ($10,000,000.00) at various school sites, in the not-to-exceed amount of $0 at this time, with work scheduled to commence on **June 26, 2025**, and scheduled to end on **June 30, 2028**. Future projects assigned to K2A under the agreement will be executed with amendments, each specific to a project scope.

Discussion Consultant was 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.)

LBP (Local Business Participation Percentage) 50.00%

Recommendation Approval by the Board of Education of a Architect Services Master Agreement for Various School Sites by and between the District and K2A, LLP, dba K2A Architecture + Interiors, Oakland, CA, for the latter to provide Architectural Services for the District's projects with a construction budget under ten million dollars ($10,000,000.00) at various school sites, in the not-to-exceed amount of $0 at this time, with work scheduled to commence on June 26, 2025, and scheduled to end on June 30, 2028. Future projects assigned to K2A under the agreement will be executed with amendments, each specific to a project scope.

Fiscal Impact Fund 21 – Building Fund Measure Y

Attachments

- 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. 25-1444

Department: Division of Facilities Planning and Management

Vendor Name: K2A LLP dba K2AArchitecture + Interiors **Project No.: 25040**

Project Name: Projects with Construction Budget Under Ten Million Dollars Various School Sites

Contract Term: Intended Start: 06-26-2025 **Intended End: 06-30-2028**

Total Cost Over Contract Term: $0.00

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?

Consultant was 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.)

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

K2A Architecture + Interiors will provide architectural services for various upcoming projects with construction budgets under $10 million. The District will issue Requests for Proposals (RFPs) to firms with approved master agreements through an informal procurement process. Firms chosen for specific projects will execute amendments to their master agreements.

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 firm's proposed hourly billing rates for staff positions, as submitted in response to the RFQ, were found to be in line with industry standards. Based on the District's best value criteria, considering both qualifications and fees, the rates were deemed reasonable.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

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

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

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

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

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

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

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

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

Consultant Contract:

☒ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

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

☐ For services other than above, the cost of services is $109,300 or less (as of 1/1/23)

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

Purchasing Contract:

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

☐ Certain instructional materials (Public Contract Code §20118.3)

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

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

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

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

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

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

☐ Other: _____

Maintenance Contract:

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

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

☐ Other: _____

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

Consultant was 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 SERVICES MASTER AGREEMENT
FOR VARIOUS SCHOOL PROJECTS

This Architect Services Agreement ("**Agreement**") is entered into this **June 26, 2025** ("**Effective Date**") by and between OAKLAND UNIFIED SCHOOL DISTRICT ("**District**") and **K2A, LLP DBA K2A ARCHITECTURE + INTERIORS** ("**Architect**"). District and/or Architect may be referred to individually herein as a "Party," or collectively as the "Parties."

RECITALS

A. The District is a California school district duly organized and validly existing under the laws of the state of California.

B. The Architect is a professional services firm duly organized under the laws of the state of California. The Architect represents it has the background, knowledge, licensing, experience and skill necessary to provide the services set forth in this Agreement.

C. The District and Architect desire to enter into an agreement for the Architect to provide the District with professional services on selected projects (each hereinafter referred to as a "Project") as requested and authorized by specific authorization prepared and submitted by the Architect for approval by the District, each hereinafter referred to as the "Project Authorization."

D. It is the intention of the Parties that the Architect provide the District, pursuant to each executed Project Authorization, architectural and engineering services under the management and oversight of the District's staff for the Project.

E. As required by applicable law, personnel of the Architect and its Subconsultants shall be duly licensed as architects and/or registered as engineers under the laws of the state of California and are otherwise qualified and capable of providing and performing the Basic Services and its other obligations under this Agreement in accordance with the terms hereof.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between the undersigned Parties as follows:

ARTICLE I
GENERAL PROVISIONS

1.1. SCOPE OF SERVICES

(a) The District shall authorize the Architect to proceed on each Project with a written Project Authorization which:

(i) Provides a description of the type, size and scope of the Project

(ii) States the Project Budget;

(iii) Specifies the Basic Services and/or Additional Services required of the Architect;

(iv) Identifies the services and responsibilities of the District or others for the Project;

(v) States method and/or amount of compensation to be paid to the Architect for its services;

(vi) Identifies the key Personnel to be used for the project;

(vii) Identifies the specific Subconsultants to be used for the project;

(viii) States the Preliminary Project Schedule;

(ix) Indicates additional or special provisions related to the Project and/or modifications to this Agreement that may pertain to the Project.

(b) A Project Authorization, when signed by the District and the Architect, shall become an effective and integral part of this Agreement with each and all of the provisions of one such document applying to the other as to the applicable Project, except as specifically modified or set forth to the contrary in the Project Authorization.

(c) The District and Architect have endeavored to delineate the scope of the Basic Services to be provided by Architect in Article 2, below. Such descriptions are not intended to be comprehensive, it being understood that Architect shall be required, without adjustment or addition to the fixed rates or maximum compensation agreed to herein, to provide any services, whether or not listed in Article 2 that are within the scope of its field of professional practice and that are reasonably inferable as being necessary, or that would be customarily furnished by other providers of professional services of the type and nature provided for in this Agreement, to accomplish the Basic Services set forth in Article 2. Should the District proceed to perform the Project in multiple phases, such Scope of Services, as further described herein, shall be applicable to all phases of the Project. To the extent there are any ambiguities and/or conflicting terms and provisions as between the Architect's Proposal and this Agreement, this Agreement shall control and govern.

1.2. PERFORMANCE STANDARDS

All services performed under this Agreement shall be performed by the Architect and its Subconsultants in a manner consistent with the standard of care under California law applicable to those who provide similar services for projects of the type, scope and complexity of the Project subject to this Agreement in the locality of the Project; the Applicable Laws; the terms of this Agreement; and using their professional skill and judgment (hereinafter "Standard of Care"). Architect shall strictly comply with all the terms of this Agreement.

1.3. AUTHORITY OF THE ARCHITECT

Architect's authority to act on behalf of District is limited to its scope of authority set forth in this Agreement. Notwithstanding anything else stated in this Agreement or any Contract Documents, Architect does not have the express or implied authority to obligate District to any expenditure of money or extension of contractual time periods, including, without limitation, any adjustment to the price or time of performance of any contract between District and its Contractors, Separate Contractors, Specialty Consultants, Program Manager or other third persons or parties. The Architect shall be liable to the District and third parties for the consequences of the Architect's actions or conduct exceeding the limited scope of the Architect's authority to act on behalf of the District.

1.4. KEY PERSONNEL

1.4.1. **Of Essence**. The services to be provided by Architect under this Agreement shall be performed or directed by the Key Personnel, as identified in the Project Authorization.

1.4.2. **Commitment, Cooperation**. Recognizing the necessity of a close working relationship with the District, the Architect's principals and employees shall furnish the skill, efforts and judgment of its organization in the performance of their duties and responsibilities under this Agreement, subject at all times to District's discretion, and provide their knowledge, ideas, experience and abilities relating to the efficient design and construction of the Project and to cooperate fully with all members of the Project Team.

1.4.3. **Additions, Removals, Replacements**.

(i) **Additions**. It is contemplated that from time to time individuals will be added to the list of Key Personnel as necessary and appropriate to the stages of planning, programming, designing and constructing of the Project. Architect shall anticipate the need for such additions by submitting to the District no later than seven (7) Days prior to the need therefore, a proposed amendment to the list of Key Personnel setting forth the Architect's proposed additions and the reasons for such additions. The District shall promptly review the proposed additions and either approve or disapprove thereof in writing, along with a statement of the reasons for any disapproval. Architect shall not employ any individual to perform the functions as Key Personnel without the advance approval of the District, which approval may be granted or withheld in their sole discretion.

(ii) **Removals**. Architect shall not, for so long as any person serving as Key Personnel is employed by Architect, remove, substitute or reduce the level of effort of such person without the District's prior written approval, which may be granted or withheld in its sole discretion. If District is dissatisfied with the services rendered by any Key Personnel, Architect shall promptly recommend a substitute person.

(iii) **Replacements**. If any Key Personnel ceases employment with Architect or is requested to be removed pursuant to Paragraph 1.4.3.2 above, then Architect shall promptly notify District of a proposed substitute person of at least equal qualifications to perform the same functions to be approved by District, which approval may be granted or withheld in its

sole discretion. Architect shall bear, at its own expense and without reimbursement by District, all costs associated with replacing, for any reason, any Key Personnel.

1.4.4. **Engagement by District**. In the event Architect ceases its business operations altogether or this Agreement is terminated by District for cause, District shall have the right, but not the obligation, without liability or obligation to Architect or any other person or entity, to directly engage the services of any of the Key Personnel in accordance with the provisions of this Paragraph 1.4.4. In the event that Architect learns that any of the Key Personnel will be leaving the employ of Architect, Architect shall promptly notify District. District shall then have the rights described in this Paragraph 1.4.4 to engage directly the services of such persons.

1.4.5. **Project Representative**. The Architect's designated project representative has the authority to act on behalf of the Architect in respect to all matters that are the subject of this Agreement, including, without limitation, the power and authority to enter into agreements or modifications to agreements that contractually bind Architect. Authority to enter into agreements or modifications to agreements that contractually bind and/or change the terms and conditions of the contract with the District shall remain with the District's Facilities Director or his/her designee.

1.4.6. **Architect's Employees**. All persons employed by Architect shall be the employees of Architect and not of District. Architect shall be solely responsible for any workers' compensation obligations, withholding taxes, unemployment insurance and any other employer obligations with respect to all employees working for Architect.

1.5. SUBCONSULTANTS

For Subconsultants other than those designated and included in the Agreement, Architect may, with prior approval by District, enter into written contracts with Subconsultants to perform portions of the services provided for in this Agreement. Architect's request for hiring of a Sub consultant shall be submitted in a writing that describes the scope of services to be contracted, the name of the proposed Sub consultant and the estimated total cost and/or hourly rates for the Sub consultant's services. The District shall have reasonable discretion in approving any Sub consultant and such approval must be in writing to be effective. The District shall use its best efforts to approve or disapprove of proposed Subconsultants within seven (7) Days of Architect's request. Architect shall remain responsible to the District for the quality and performance of all Subconsultants' services. Architect may, upon advance written notice to ethe District, terminate and replace the services of any Sub consultant, subject in all cases to the prior written approval of the District, not to be unreasonably withheld. Every subcontract or agreement of any kind entered into between Architect and Sub consultant (or between any Sub consultant and other independent contractor Subconsultants) shall contain appropriate language whereby Sub consultant, without creating any contractual obligation on the part of the District to the Sub consultant or anyone working under contract to Sub consultant, accepts and agrees to be bound by all of the obligations of this Agreement, including, without limitation, those obligations pertaining to indemnification, insurance, accounting records, audit and ownership of documents, and agrees to include in its

contracts with its Subconsultants a contingent assignment of those contracts to the District or its designee, effective only upon written acceptance by the District or its designee.

1.6. OWNERSHIP OF DESIGN DOCUMENTS

1.6.1. **Property of the District**. All materials, including CAD and BIM files, images, presentations, reports, media, documents, specifications, records, calculations and digital and analog files and materials employed in the creation of same (collectively, "Design Documents") prepared by the Architect and its Sub- consultants, the designs depicted in them, and any presentation materials, shall become, upon their creation and services paid, the property of the District whether the Project for which they are made is executed or not. Without limitation to the foregoing, the District shall hold, and Architect shall be deemed to have been irrevocably assigned to the District in perpetuity with no reserved or retained rights in any other persons or entities, all copyrights or other intellectual property rights relating to the Design Documents. The District hereby grants to Architect and its Subconsultants a license, revocable at will of the District, to use and copy such documents during the term of this Agreement for the sole purpose of performing the services required under this Agreement. With the exception of standard and generic details in the Drawings, the Design Documents shall not be used as a whole, or in substantial part, by the Architect on other projects without prior agreement.

1.6.2. **Use of Design Documents**. The District may use the Design Documents, without the Architect's consent, in connection with the Project, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of a Project. The District may reuse the Design Documents for other Projects at no additional cost, provided however, that the District shall hold harmless and indemnify the Architect against any losses arising from the District's use of the Design Documents for any other purpose, including use of the Design Documents on other projects, and District shall defend Architect from and against any claims arising from any unauthorized use.

1.6.3. **Bidding**. The Architect, upon request, shall provide copies of the Design Documents in the number required by the District for bidding and construction purposes in connection with the Project as part of its Basic Services. The District reserves the right to select the type of document reproduction and to establish where the reproduction will be accomplished.

1.6.4. **Termination**. In the event of termination of this Agreement by either Party for any reason, the District reserves the right to receive, and the Architect shall promptly provide to the District upon payment of all undisputed monies due, all Drawings, Specifications, models, and other Design Documents prepared under this Agreement prior to the date of termination by the Architect and its Subconsultants for this Project. The foregoing shall include without limitation, all drafts and all electronic files of the Design Documents. Unless otherwise agreed to by the District, the Architect shall deliver all such Design Documents to the District within fifteen (15) Days of the date of the exercise of the termination rights under this Agreement. Architect shall be permitted, at its sole cost and expense to retain copies, including reproducible copies, of the Design Documents for information and reference purposes only. Any dispute regarding the

amount of any payment to be made by the District under this Agreement shall be resolved per Article 6.3 of the Agreement.

1.7. COMPLIANCE WITH APPLICABLE LAWS

Architect shall, at all times in its performance of its obligations under this Agreement, be responsible to comply with the Standard of Care in the application of Applicable Laws, including, without limitation, those rules or regulations enacted or issued by the District.

1.8. TIME OF ESSENCE

All time limits set forth in this Agreement pertaining to the performance of any obligation or act are of the essence to this Agreement.

ARTICLE II
BASIC SERVICES

The Architect's professional services relative to a Project, as specifically identified and authorized on a Project Authorization, shall be performed within certain Phases of Work. The Phases, generally described below, outline the possible services contained within the Phases. These general Phase descriptions are intended to be solely for the convenience of reference and not as a determinative of the services to be actually performed or authorized for a specific project.

The Basic Services shall include but may not be limited to Basic Planning Services, Schematic Design, Design Development, Construction Documents, Construction Administration and the Project Closeout Phases. Such services may include but may not be limited to the following disciplines: Civil, Architectural, Structural, Mechanical including HVAC, Plumbing, Fire Protection, Electrical, Acoustical, Audio Visual and Hardware. The required deliverables may include but may not be limited to Drawings, Specifications, Basis of Design Report and Cost Estimating Report. Architect shall perform the following Basic Services as set forth below for a Project. Should the District proceed to perform the Project in multiple phases, Architect may be required to provide Basic Services, as specified in this Article 2, for each of the identified phases, as is necessary to complete the Project.

2.1. GENERAL

2.1.1. **Project Construction Budgets**. It is the obligation of the Architect to design the Project in a manner that will enable each Project to be constructed for a Construction Cost that does not exceed the Project Construction Budget for the Project. Should the District proceed to perform a Project in multiple phases, Architect may be required to provide a Project Construction Budget for each phase of the Project. No adjustments shall be made to a Project Construction Budget except for: (i) significant fluctuations in general levels of prices in the construction industry as reflected by the ENR Index after the Project Budget is prepared; or (ii) material changes requested in writing by the District to a Project's Schedule or scope; or (iii) other adjustments increasing the Project Construction Budget that the District determines, in its sole discretion, are appropriate or necessary. Architect shall notify the District promptly upon becoming

aware of any circumstance that Architect knows or should have known in the exercise of the Standard of Care required by this Agreement, may require an adjustment in a Project Construction Budget. Failure by Architect to provide such timely written notice may result in its waiving the right to an adjustment of a Project Construction Budget on account of such circumstance. Wherever it is stated in this Agreement that the District has the right to direct that Architect, at its own expense, furnish design services to reduce the scope of the Project while maintaining the District Design Standards, to meet the requirements of the agreed-upon Project Construction Budget, such right shall not be interpreted as creating an obligation on the part of the District to extend such opportunity for redesign to Architect nor as a waiver of, or limitation on, the District's right, in lieu of requesting the performance of such redesign services, to exercise its other rights provided for at law or under this Agreement, including, without limitation, the right to terminate this Agreement or a Project Assignment for cause or for convenience. The District's Project Construction Budget shall be set forth in each project assignment.

In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the District's Project Construction Budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

2.1.2. **Review of Work Product**. Architect shall use its skills and experience to review the work product and information furnished by the District and Design and Construction Project Team members and advise the District of known errors or omissions and to report its findings to the District, with an appropriate recommendation; provided, however, that failure by Architect to give such notice shall not relieve the District and Design and Construction Project Team members of their liability or responsibility, therefore. Notwithstanding the foregoing, the Architect shall have no liability to the District or any other party arising out of the Architect's failure to identify errors or omission in the information furnished to the Architect.

2.1.3. **Selection of Specialty Consultants**. Architect shall advise the District on the appropriate time for retention of Specialty Consultants whose services are necessary for the Project, being certain to allow sufficient time in advance for prequalification and selection of Specialty Consultants in accordance with Applicable Laws and the guidelines, practices and procedures of the District, and Architect and, at points in time appropriate to the stage and status of the Project, and shall assist the District with the following: (i) preparation of prequalification criteria; (ii) preparation of requests for qualifications; (iii) conduct of pre-qualification award conferences and responses to questions by proposers; (iv) evaluation of proposers; (v) establishment of a list of pre-qualified professionals; and (vi) preparation of a definitive scope of services.

2.1.4. **Project Schedules and General Deliverables**. Architect shall, promptly after execution of this Agreement, prepare and continuously update a Project Schedule for this Project, and for the Project overall, which integrates the activities of the District, Architect, and other Project Team members, depicting the detailed activities necessary to complete the design and construct each applicable Project, and the Project overall. Each such Project Schedule shall, without limitation: (i) coordinate and integrate the planning, programming and design activities in appropriate detail to the District's satisfaction; (ii) show estimated commencement, duration, responsible parties and sequence for planning, programming, design and bidding, and displacement of operations activities; (iii) be prepared and presented in a critical path for (CPM) format or using Microsoft Project, showing the interdependencies of the activities and a clearly highlighted critical path; and (iv) deadlines and estimates of time for a review and receipt of all approvals, decisions and other information to be provided by the District. Architect shall, no less frequently than monthly, update and expand the level of detail as the Project progresses, indicating current status of scheduled activities, projections of potential completion of major tasks, if significant variance from planned activities occurs, Architect shall recommend recovery plans to the District and, upon obtaining the District's approval thereto, modify the Project Schedule to incorporate such recovery plans. Should the District proceed to perform the Project in multiple phases, Architect may be required to provide a Project Schedule for each phase of the Project, as further described in this Section 2.1.4. The Project Schedule shall include the following deadlines, which shall not be thereafter adjusted except as permitted by Article 3 of this Agreement with the understanding the District and other necessary parties shall maintain schedule and deadlines per agreement:

Architect shall include a general schedule of the Project progress with key milestones as part of the Project Authorization. The Project Schedule will be updated with increased detail at each phase of construction, critical milestones or when scope changes occur that impact the schedule. Each such Project Schedule shall, without limitation: (i) coordinate and integrate the planning, programming and design activities in appropriate detail to the District's satisfaction; (ii) show estimated commencement, duration, responsible parties and sequence for planning, programming, design and bidding, and displacement of operations activities; (iii) be prepared and presented in a critical path (CPM) format or using software acceptable to the District showing the interdependencies of the activities and a clearly highlighted critical path; and (iv) deadlines and estimates of time for a review and receipt of all approvals, decisions and other information to be provided by District.

2.1.5. **Communications**. The Architect shall comply with all written procedures issued by the District for conduct of communications among the Design and Construction Project Team members to deal with administrative matters relating to the planning, programming, design and construction of the Project.

2.1.6. **Meetings**. Architect shall attend regularly scheduled meetings with the District, and/or other Project Team members and shall respond promptly with respect to matters assigned to Architect for action or resolution. Architect to produce and distribute meeting minutes of each meeting and shall promptly review and provide any requests for corrections to meeting

minutes no later than five (5) Days after receipt. All such meetings shall be deemed to be part of Basic Services.

(i) **Meeting Agendas**: For any meeting that Architect organizes, schedules and/or intends to conduct with the District, other Project Team members and/or any other persons connected with a Project or the District, the Architect shall provide a meeting agenda two (2) days prior to the meeting.

2.1.7. **Summarizations**. Except as otherwise directed by the District, Architect shall receive, review and take appropriate action with respect to all information, reports, notices, requests and other materials provided or available to Architect by or from Subconsultants and when requested shall prepare summaries of such materials for presentation to the District, together with the materials summarized and Architect's recommendations and advice with respect to the matters to which such materials relate.

2.1.8. **Overlapping, Duplicative Services**. Architect shall promptly advise the District if there appears to be an overlap or duplication of services being provided by or among Project Team members, along with Architect's recommendations for eliminating such duplication or overlapping of services.

2.1.9. **Sustainable Designs and Energy Standards**. Architect shall prepare its designs in accordance with the Sustainable Building Principles, Standards and Processes. Those Sustainable Design and Energy Standards services associated with projects that are determined as a Collaborative for High Performance Schools ("CHPS") Verified Project shall be undertaken only as authorized in accordance with the provisions of Article 3, Additional Services. The Architect acknowledges that it is the District's goal to achieve a high level of energy efficiency and sustainability to be defined for each project. The Architect shall work with the District to balance functional, sustainable and financial design parameters toward meeting the District's goal.

2.1.10. **District Committees**. Architect shall, when requested by the District: (i) attend meetings of District Committees; (ii) assist District in preparing design presentations to and responding to questioning by District Committees; and (iii) provide necessary follow-up so that recommendations or directions of District Committees related to design matters are appropriately addressed.

2.1.11. **Compliance with California Code of Regulations**. Architect shall, in connection with its services performed during all Phases of Basic Services and, if applicable, any Additional Services, be responsible to comply with the Standard of Care in the application of the California Code of Regulations, including, without limitation Title 24, California Code of Regulations, relating to design and construction generally and construction of public schools specifically and shall fully cooperate with the Project Inspector assigned to the Project pursuant to said provisions of the California Code of Regulations and other Applicable Laws.

2.1.12. **Design Safety**. Architect is responsible for the safety of the design of the Project and for the interpretation of and any necessary amplification of the Drawings and

Specifications prepared by it or its Subconsultants for the Project. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods techniques, sequences or procedure, or for safety in, on or about the site, or safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.1.13. **Prevailing Wages**. Architect and its Subconsultants shall, to the extent applicable to work or services performed under this Agreement, comply with the provisions of the California Labor Code (including, without limitation, California Labor Code sections 1720, 1735, 1775, 1777.5 and 1776.6) applicable to persons performing services or work for "construction," including but not limited to inspection and land surveying work, as defined in California Labor Code section 1720. Pursuant to California Labor Code section 1773, the Department of Industrial Relations has determined the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this Agreement is to be performed, for persons performing such work or services and said rates are on file with the District at its principal office and available to any interested party upon request.

2.2. SCHEMATIC DESIGN PHASE

2.2.1. **Project Program**. The Architect shall, in conjunction with the District and any of the District's other Specialty Consultants in the areas of planning and programming, familiarize itself with the District's plans and goals for any Project assigned and make any recommendations for revisions that, based on Architect's professional judgment, will produce the Project that is designed in a manner that is in conformance with the requirements of the Project Construction Budget and Project Schedule. The Project Construction Budget and Project schedule will be adjusted as necessary to accommodate the changes upon mutual agreement.

2.2.2. **Alternate Approaches**. The Architect shall review and recommend to the District alternative approaches to the design of each Project assigned and recommend alternative contracting modes for the District to evaluate which is best suited to the Project, the Project Schedule, Applicable Laws and Project Construction Budget for the Project assigned. The selection of a lease-leaseback, multi-prime, or design-bid-build method shall not affect the compensation due to the Architect for the Project.

2.2.3. **Schematic Documents**. The Architect shall prepare for review and approval by the District, Schematic Design Documents for each Project including site plans, floor plans, elevations, sections, 3-dimensional perspective views, and other sketches or graphic materials needed to describe the Project in three dimensions. Schematic Design Documents shall be consistent with the Project Construction Budget and Project Schedule for the Project and shall be submitted upon one hundred (100%) percent final revisions and review and approval by the District.

2.2.3.1. **Schematic Design Phase Deliverables**.

(A) **Site Documentation**: scaled preliminary Civil grading plan(s) including cut/fill calculations, and topographic contours; Landscape Architecture plan(s) including proposed plant species and materials; plans. Architectural site plan(s) illustrating major built site features.

(B) **Architectural Building Plans**: scaled floor plan(s) of all buildings including room names, general dimensions, and net square footage

(C) **Interior Design**: preliminary finish plans and materials palettes; reflected ceiling plans including anticipated finishes and materials; three-dimensional perspective views of selected spaces indicating materials and lighting; furniture and equipment plans; interior elevations of selected spaces.

(D) **Engineering and Systems Disciplines**: Mechanical systems diagrams; Electrical systems diagrams; Structural floor plan(s) and design diagrams including locations and rough sizing of columns, braced frames, trusses and other distinct structural elements; Acoustic design narrative; Audio/Visual design narrative; Data systems design narrative; Kitchen design plan(s) including equipment layouts and preliminary equipment list(s); Architectural design narrative.

(E) **Cost Estimate**: preliminary cost estimate, including mark-ups for contractor fees, O&P, insurance, bonds, contingencies, escalation and the like, coordinated and reconciled with the District.

2.2.4. **Estimated Project Construction Cost**. The Architect shall submit a preliminary written Estimated Project Construction Cost for the Project based on the Schematic Phase Design Documents submitted to the District for review and approval. The estimate shall address separately site work with utilities and building structures. The site work utilities estimate shall be itemized into major cost components. The building structure estimate shall be based on square foot cost reflective of the type of structure and systems involved. If the preliminary Estimated Project Construction Cost for the Project exceeds the Project Construction Budget for such Project, the District may, at its sole discretion and without limitation to any of the District's other rights or remedies for default that may exist at law or under this Agreement, either: (i) give written approval of an adjustment in the Project Construction Budget, or (ii) require the Architect, at its own cost and without additional compensation or reimbursement by the District, to revise the Schematic Design Documents in cooperation with the District so as to revise the Estimated Project Construction Cost to an amount that is within the Project Construction Budget.

2.3. DESIGN DEVELOPMENT PHASE

2.3.1. **Design Development Documents**. Upon the District's written authorization to proceed and based on Schematic Design Documents approved in writing by the District, the Architect shall prepare, for review and approval by the District, Design Development Documents for the Project consisting of Models, Drawings, outline Specifications and narratives

as needed to establish and describe the function, size and character of the Project, elaborating and further developing the previously approved Schematic Design Documents. The Design Development Documents shall be submitted upon fifty (50%) percent completion for review and again upon one hundred (100%) percent completion for final revisions and review and approval by the District. The Architect shall incorporate into the Design Development Documents architectural, civil, landscape, structural, mechanical, plumbing, electrical, audio/visual, security, communication and information technology, fire and life safety, and access control systems, materials, and such other elements and other systems appropriate to the Project. The Design Development Phase Documents shall be consistent with and conform to any existing or approved District Standards during the term of the Project and shall be consistent with the Project Construction Budget and the Project Schedule. Should the District proceed to perform the Project in multiple phases, Architect may be required to provide Design Development Documents, and all related deliverables as further described herein, for each phase of the Project.

2.3.1.1. **Design Development Phase Deliverables**.

(A) Site Documentation. Scaled Civil rough and fine grading plan(s) including cut/fill calculations and topographic contours, vehicle and pedestrian circulation and parking; Landscape Architecture plan(s) including proposed plant species and materials, hardscape; plans; irrigation plans; site utility plans; Architectural site plan(s) illustrating major built site features and buildings.

(B) Architectural Building Plans. Overall, partial, and enlarged floor plan(s), reflected ceiling plan(s).

(C) Building Envelope. Building sections; typical wall sections and related details; exterior elevations.

(D) Interior Design. Finish floor plans; interior partition plans and key details; interior elevations; sections and elevations.

(E) Vertical Circulation. Enlarged floor plans and sections for stairs and elevators.

(F) Engineering and Systems Disciplines: Mechanical systems plans; Plumbing systems plans; Electrical systems plans; Structural floor plan(s) and calculations; Acoustic design narrative; Audio/Visual design narrative; Data systems design narrative; Kitchen design plan(s) including equipment layouts and preliminary equipment list(s); Architectural design narrative; Security and Access Control systems narrative and plans.

(G) Cost Estimates: updated cost estimates organized by specification section/trade/discipline, including mark-ups for contractor fees, O&P, insurance, bonds, contingencies, escalation and the like, coordinated and reconciled the District.

2.3.2. **Systems Criteria**. The Architect shall submit documentation supporting the design criteria for the structural elements (including structural loading); HVAC, plumbing, electrical, lighting and communication systems; and other specialized building systems.

2.3.3. **Certification Re Financial Relationships Disclosure**. In accordance with Public Contract Code § 3000, et seq., Architect and/or any of its Subconsultants including, without limitation, engineers or roofing consultants, who provide professional services related to the roofing portion of the Project shall prior to engaging in such professional services, complete, sign and deliver to the District the Certification Re Financial Relationships Disclosure, attached as Exhibit "B" to this Agreement. Any person who knowingly provides false information or fails to disclose a financial relationship shall be subject to civil liability and penalties as set forth in Public Contract Code 3006.

2.3.4. **Estimated Project Construction Cost**. The Architect shall submit a written Estimated Project Construction Cost for each Project based on the Design Development Phase Documents submitted to the District for review and approval. Including, if so required, a separate Estimated Project Construction Cost for each phase of the Project. If the Estimated Project Construction Cost for the Project exceeds the Project Construction Budget for such Project, the District may, at its discretion and without limitation to any of the District's other rights or remedies for default that may exist at law or under this Agreement, either: (i) give written approval of an increase in that Project Construction Budget, or (ii) require the Architect, at its own cost, and without additional compensation or reimbursement by the District, to revise the Design Development Phase documents in cooperation with the District so as to reduce the Estimated Project Construction Cost to an amount that is within the Project Construction Budget, in which case the District agrees to accept the Architect's reasonable revisions in the Project to lower the Estimated Project Construction Cost so long as the proposed revisions do not, in the District's sole and reasonable judgment, materially compromise the objectives of the Project.

2.4. CONSTRUCTION DOCUMENTS PHASE

2.4.1. Construction Documents. Upon the District's written authorization to proceed and based on Design Development Documents reviewed and approved in writing by the District, the Architect shall prepare Construction Documents for the Project consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project suitable for review and approval by all authorities having jurisdiction, bidding, and construction. Should the District proceed to perform the Project in multiple phases, Architect may be required to provide Construction Documents, and all related deliverables as further described herein, for each phase of the Project. The Construction Documents shall describe the quality, configuration, size, location and relationships of all components to be incorporated into the Project. The Construction Documents shall be consistent with the Project Construction Budget and Project Schedule for the Project. Upon fifty (50%) percent, and ninety-five (95%) percent completion of the Construction Documents, Architect shall provide, in addition to the Construction Documents, a statement of the basis of the design, which includes the following: (i) an outline of Applicable Laws that apply to the Project; (ii) an outline of the criteria used as a basis of the design, including

criteria for sustainability, civil, landscaping, architectural, structural, mechanical, plumbing and fire protection and electrical.

2.4.1.1. **Construction Documents Phase Deliverables**.

(A) **Site Documentation**. Civil plans, Landscape Architecture and irrigation plans; site utility plans; Architectural site plans; signage and wayfinding plans and details; fire and emergency access plans.

(B) **Architectural Building Plans**. Overall, partial, and enlarged floor plans, code analysis plans; reflected ceiling plans; all related and required Architectural details.

(C) **Building Envelope**. Building sections; wall sections and related details; exterior elevations; roof plans and details.

(D) **Interior Design**. Finish floor plans; interior partition plans and typical details, including Acoustic requirements; interior elevations; typical interior details; typical and specific millwork plans, sections and elevations; FF&E plans and specifications.

(E) **Vertical Circulation**. Enlarged floor plans, sections, and details for stairs and elevators.

(F) **Engineering and Systems Disciplines**: Mechanical systems plans and details; Plumbing systems plans and details; Electrical systems plans and details; Lighting system and controls plans and details; Structural floor plans, details, and calculations; Acoustic design integrated into Architectural plans; Audio/Visual system plans and details; Data systems plans and details; Kitchen design plans including equipment layouts and equipment lists with associated details; Security and Access Control systems plans and details; Fire alarm systems plans and specifications; Fire sprinkler system plans, details and specifications

(G) **Standard Building Elements**: Door schedules; hardware schedules; window schedules

(H) **Cost Estimates**: Updated cost estimates organized by CSI specification section/trade/discipline, including mark-ups for contractor fees, O&P, insurance, bonds, contingencies, escalation and the like, coordinated and reconciled with the District.

(I) **Project Manual**: CSI-format specifications including Division 1, integrated with District front-end project manual documents.

2.4.2. **Review**. The Architect shall submit Construction Documents to the District for review and approval by the District upon fifty (50%) percent completion, ninety-five (95%) percent completion and one hundred (100%) percent completion. Such submittal shall be in electronic format and shall include, the Construction Documents, a summary of the calculations for the structural, HVAC, electrical, plumbing, communications and other specialized building

system calculations. Unless directed otherwise in writing by the District, the Construction Document Phase shall not be considered 100% complete until all approvals by Review Agencies have been received by the Architect.

2.4.3. **Content, Coordination, Completeness**. The Architect shall be responsible for the content of all Construction Documents prepared by it and its Subconsultants. Consistent with the Standard of Care, all final Construction Documents prepared and signed by the Architect or its Subconsultants shall be complete, coordinated and contain directions as will (i) enable a competent contractor to carry them out; (ii) require a minimum of corrections by Review Agencies; and (iii) be sufficiently complete and free of conflicts so as to be capable of definitive pricing by Contractor with a minimum of further clarifications or detailing by Architect or its Subconsultants.

2.4.4. **Corrections**. Construction Document submittals shall either incorporate any corrections required by the District or Review Agencies or be accompanied by a written statement as to why such changes were not incorporated. The District may, in its sole and reasonable discretion, reject or challenge the Architect's explanation and require the Architect to make the changes or corrections and/or provide additional supporting documentation regarding the Architect's determination not to incorporate the changes to the Construction Documents as previously requested by the District or Review Agencies. Except with respect to a change in Program or a change in law, where such change could not have been reasonably foreseen by Architect, such corrections shall not constitute grounds for adjustment of any Project Construction Budget or Project Schedule.

2.4.5. **Constructability and Design Review; Value Engineering**. The District reserves the right to conduct, or cause to be conducted, constructability reviews and/or value engineering of the Construction Documents. If applicable, such constructability reviews and/or value engineering to meet the District's established budget may be required at each phase of the Project. If the District elects to conduct either constructability reviews or value engineering, the District shall notify the Architect of the same and the Architect shall submit Construction Documents to the District for such constructability reviews and/or value engineering. The District and Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the constructability review and/or value engineering comments are to be incorporated into the Construction Documents. The Construction Documents shall incorporate mutually agreed upon comments and the Architect shall submit revised Construction Documents to the District for approval. Architect shall revise Construction Documents as necessary to obtain the District's reasonable approval thereof.

2.4.6. **Final Approval**. When all District and Review Agency required corrections have been incorporated by the Architect, the corrected, one hundred (100%) percent complete Construction Documents approved by the Review Agency will be deemed to be final and ready for competitive pricing. The Architect shall provide to the District three (3) full sized printed sets (or other mutually agreed upon quantity) of approved (stamped/signed) prints. The Drawings and Specifications shall also be submitted by the Architect to the District in an electronic form acceptable to the District.

2.4.7. **Estimated Project Construction Costs**.

(i) Upon fifty (50%) percent, ninety-five (95%) percent DSA Submittal set and final one hundred (100%) percent completion of the Construction Documents, the Architect shall prepare and submit for the District's review and approval, the Architect's then-current Estimated Project Construction Cost for the Project, including, if so required, a separate Estimated Project Construction Cost, as detailed herein, for each phase of the Project.

(ii) If the Estimated Project Construction Cost of the Project upon fifty (50%) percent completion of Construction Documents for such Project exceeds the Project Construction Budget for such Project, either the District may, in its sole discretion and without limitation to any of the District's other rights or remedies for default that may exist at law or under this Agreement, either: (i) give written approval of an adjustment in the Project Construction Budget, or (ii) require the Architect, at its own cost and without any additional compensation or reimbursement by the District, to revise the Construction Documents in cooperation with the District so as to reduce the Estimated Project Construction Cost to within the Project Construction Budget, in which case the District agrees to accept the Architect's reasonable revisions in the Project to lower the Estimated Project Construction Costs, so long as the proposed revisions do not, in the District's sole and reasonable judgment, materially compromise the aesthetic, structural or functional elements of the Project.

If the Estimated Project Construction Cost for the ninety-five (95%) percent Construction Documents for the Project exceeds the Project Construction Budget for such Project, the District may, in their sole discretion and without limitation to any of the District's other rights or remedies for default that may exist at law or under this Agreement, either: (i) give written approval of an adjustment in the Project Construction Budget, (ii) authorize the solicitation of bids, (iii) require the Architect, at its own cost and without additional compensation or reimbursement by the District, to revise the Construction Documents in cooperation with the District so as to reduce the Estimated Project Construction Cost to within the Project Construction Budget, in which case the District agrees to accept the Architect's reasonable revisions in the Project to lower the Estimated Project Construction Costs, so long as the proposed revisions are consistent with Building Program for that Project and do not, in the District's sole and reasonable judgment, materially compromise the aesthetic, structural or functional elements of the Project or the overall Project.

2.4.8. **Permits, Governmental Approvals**. The Architect shall assist the District in obtaining all necessary approvals or permits for the Construction Documents from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work including without limitation, approvals by DSA. Without adjustment of the Compensation, Architect shall revise Working Drawings as required by DSA or other governmental agencies with jurisdiction over the Project to obtain their respective approval(s) or permit issuance. Architect shall notify the District in writing upon receipt of such approvals or permits specifying in detail the scope of Work covered thereby and recommend to the District whether and when all approvals and permits that Architect is aware are required by Applicable Laws have been obtained such that

the District may proceed to let contracts for the Work. Architect shall notify the District ninety (90) Days prior to the date that any approval or permit by a Government Authority may expire.

2.5. BIDDING PHASE

2.5.1. **Prequalification**. If prequalification of bidders for construction of the Project is required by the District, the Architect shall assist in preparation of the prequalification documents. If requested, the Architect shall participate with the District in evaluation of prequalification submittals by proposed bidders.

2.5.2. **Bidder Inquiries; Bid Addenda, Site Visits**. The Architect shall review bidder inquiries, participate in discussions relating to responses to bidders' inquiries, participate in development of necessary modifications to the Design Documents to respond to bidder inquiries and assist in development and issuance of addenda during the bidding process. The Architect and its Subconsultants, as appropriate, shall attend all scheduled pre-bid conferences and Site visits. The District shall be responsible for the scheduling of all pre-bid conferences and Site visits as well as the recordation, preparation and distribution of minutes.

2.5.3. **Bid Evaluations**. The Architect shall assist the District in the review and evaluation of bids.

2.5.4. **Project Construction Budget Overrun**. If the lowest price received from a responsible and responsive bidder (as the terms "responsible" and "responsive" bidder are interpreted under Applicable Laws) for the Project exceeds the Project Construction Budget for such Project by more than ten (10%) percent for Projects costing less than seven million dollars ($7,000,000), or by more than five (5%) percent for Projects costing seven million dollars ($7,000,000) or more, the District may, at its sole discretion and without limitation to any of the District's other rights or remedies for default that may exist at law or under this Agreement, do any of the following: (i) give written approval of an increase in the Project Construction Budget, (ii) authorize rebidding within a reasonable period of time, (iii) require the Architect to modify the Construction Documents in order to reduce the Estimated Project Construction Cost to a level that falls within the Project Construction Budget, or (iv) abandon the Project. If the District requires the Architect to revise the approved Construction Documents pursuant to Clause (iii) above, revisions proposed by the Architect shall be consistent with the District's objectives for such Project, and shall not, as determined by the District in the District's sole and reasonable judgment, materially compromise the aesthetic, structural or functional elements of the Project. Compensation to the Architect, if any, for such revisions shall be determined as follows: The District shall obtain an independent estimate of the Construction Cost. If such independent estimate is within the Project Construction Budget, and if the lowest responsible and responsive bid price nevertheless exceeds the Project Construction Budget, then Architect shall be entitled to receive compensation for executing such revisions in an amount not exceeding 100% of the total Additional Services. If the District's independent estimate exceeds the Project Construction Budget prior to bid, and if the lowest responsible and responsive bid price exceeds the Project Construction Budget and if the District elects to require the Architect to revise the Construction

Documents, the Architect shall perform any such revisions at its own expense and without additional compensation or reimbursement by the District.

2.5.5. **Basic Services Fee**. If the lowest bid or proposal meets or exceeds one hundred and five (105%) percent of the amount designated as the Project Construction Budget at the time of bid, the "Computed Cost" for Architect's Fee for Basic Services shall be based on such Project Construction Budget amount, plus any additive alternates not taken, plus any change orders for additional scope of work, unless Architect can demonstrate good cause to the District.

2.5.6. Should the District proceed to perform the Project in multiple phases, Architect may be required to provide all services related to the Bidding Phase as set forth in this Section 2.5, and any and all related deliverables as further described herein, for each phase of the Project.

2.6. CONSTRUCTION PHASE

2.6.1. **Duration**. For the Project that is let to a Contractor the Construction Phase will commence on the date the Construction Contract is signed by the District and will terminate upon Final Completion of the Work covered by such Construction Contract.

2.6.2. **Administration**. The Architect's responsibilities shall include, without limitation, as outlined in Section 2.6.8 below, interpretation of the design requirements of the Contract Documents; periodic Site observations; review of Submittals; responding to requests for information or clarification by Contractors and Separate Contractors; preparation of documents for Change Orders; general consultation on design matters; and administration of the Construction Contract as provided in the General Conditions. Architect shall maintain, and furnish to the District upon request, written digital logs documenting the status of project correspondence related to the above-described responsibilities.

2.6.3. **Notices**. Architect shall provide such notices as may be required by Applicable Laws to Governmental Authorities and are customarily provided by Architects on behalf of clients, including, without limitation DSA, that Work is being, or is about to be, carried on at the Site and any required information concerning the identity of the Contractor and other required information concerning performance of the Work.

2.6.4. **Attendance at Meetings**. The Architect shall attend all necessary pre-construction and regular construction meetings with the Contractor. Attendees shall be the Project Architect, its Subconsultants, Contractor, the District, and others as deemed necessary by the Architect. The regular construction meetings shall, unless otherwise directed by the District, occur weekly. The Architect shall prepare and distribute construction meeting notes.

2.6.5. **Communications**. The District will furnish the Architect with copies of written communications from the District to a Contractor. With respect to matters relating to design that may be addressed in such communications, unless the Architect, within ten (10) Days of receipt of a written communication to the Contractor provides written notification to the District

that the Architect disagrees with the content of the written communication, specifying the reason for the disagreement, the Architect shall be deemed to agree with the content of such communication. The Architect shall advise and consult with the District and shall keep them informed of the observed progress of the Work. Architect shall render written or graphic interpretations and decisions that are consistent with the intent of, and reasonably inferable from, the Contract Documents; review and recommend any action to be taken regarding Submittals; and evaluate and advise the District on the equivalence of proposed substitutions for materials, products, or services specified by brand or trade names in the Contract Documents and recommend either approval or rejection of the substitutions as being equal in quality, utility and appearance.

2.6.6. **No Delay**. The Architect shall not delay its interpretations, decisions, reviews or other functions pursuant to this Agreement or otherwise cause or contribute to a disruption of construction or a delay to the Project, consistent with the applicable Standard of Care. Toward this end, Contractor's Request(s) for Information (RFI) shall be responded to within a maximum of ten (10) Days from receipt of the RFI, and Contractor's submittals of shop drawings and product data shall be reviewed and returned within a maximum of twenty-one (21) Days from submittal. In accordance with the approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but for the purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Architect shall only be responsible for a review that complies with the applicable Standard of Care, and an approval by the Architect shall not relieve the Contractor from its responsibility to comply with the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.7. **Corrections**. The Architect shall, at no cost to the District, promptly and satisfactorily correct any and all errors, omissions, deficiencies, ambiguities, conflicts or violations of Applicable Laws in the Construction Documents prepared by the Architect or its Subconsultants.

2.6.8. **Site Observations**. Subject to the limitations of Paragraph 2.6.13 below, the Architect, and its Subconsultants as appropriate to the stage of the Work of the Project, shall not less frequently than weekly: (i) observe construction at the Site as it progresses; (ii) conduct Site observations in connection with occupancy and completion; and (iii) check fabricated materials and equipment located on or outside the Site when such checks are specified in the Contract Documents. All such observations shall be conducted in accordance with the Standard of Care. Such observations shall address matters relating to: the general progress, character, and complexity of the Work; design issues or questions of concern to the Architect or its Subconsultants, or as noted in any inspection reports furnished to the Architect; the observed quality of Contractor's performance during previous visits; the review of construction of crucial components of the Work; and the results of specified or directed tests significant to the acceptability of crucial components of the Work. Such observations shall be performed by Architect and its Subconsultants when reasonably requested by the District or as appropriate to the stage of the Project. Without limitation to the foregoing, observations shall be for the purpose of

ascertaining the general progress of the Work and that the character, scope, quality and detail of construction (including workmanship and materials) generally comply with the Contract Documents, approved Submittals and clarifications. Observations shall be separate from any inspections which may be provided by others and such inspections by others shall not relieve the Architect of its responsibilities under this Agreement. Any Sub consultant who has prepared designs or specifications shall be responsible to observe in accordance with the provisions of this Agreement those portions of the Work that he/she has so designed or specified. However, neither the Architect nor any Sub consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall be responsible for its negligent acts or omissions but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.9. **Defective Work**. The Architect shall recommend to the District and the Project Inspector, in writing, the rejection of observed Defective Work.

2.6.10. **Testing, Inspection**. The Architect shall recommend in writing special inspection or testing of the Work in accordance with the provisions of the Contract Documents if, in the Architect's professional judgment, such inspection or testing is necessary or advisable for the implementation of the Contract Documents or required by Applicable Laws, regardless of the status of the Work. The Architect shall review inspection reports, laboratory reports and test data to determine conformity of such data with the design requirements expressed in or implied by the Contract Documents and approved Submittals. The Architect shall recommend to the District, in writing, actions that need to be taken, as determined by Architect from Site visits, inspections, observations, reports, laboratory reports and test data, or from Contractor proposals, schedules or other relevant documents.

2.6.11. **Substantial, Final Completion**. The Architect shall accompany and assist the District to evaluate Substantial Completion, Final Completion, and preparation of a “punch list” of minor items of work to be completed or corrected for Final Completion. The Architect shall review the punch list, advise the District and Project Inspector whether items listed thereon have been completed in accordance with the requirements of the Contract Documents and issue such recommendations of Substantial Completion and Final Completion as may be requested by the District. The Architect shall review for conformance with the Contract Documents all Record Documents and other items required by the Contract Documents to be delivered by Contractor as a condition of the final payment to such Contractor. In addition to the foregoing, Architect shall, based on its evaluations of the Work, notify the District and Project Inspector when the Work is completed to the point that, in the opinion of the Architect, a notice of completion required by Section 4-339, Part 1, Title 24 of the California Code of Regulations may be filed.

2.6.12. **Interpretations**. The Architect shall, upon request by the District, issue interpretations and clarifications of the requirements of the design requirements of the Contract Documents. Such clarifications and interpretations shall be transmitted to the District in writing.

2.6.13. **Construction Means, Methods, Safety**. The Architect in the course of performing its other obligations under this Agreement shall report to the District any observed material or substantive conditions that render any portion of the Work unsafe; provided, however, that the foregoing obligation shall not relieve Contractors of their sole responsibility for construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the Work nor create an affirmative obligation on the part of the Architect to discover safety issues.

2.6.14. **Change Orders**. The Architect shall prepare Drawings and Specifications as specifically requested by the District in connection with the issuance of Field Instructions and Construction Change Documents and secure approvals thereof by the applicable Governmental Authorities, including, but not limited to, DSA, in accordance with Applicable Laws prior to the commencement of the Work thereof. When requested or when necessary to maintain progress of the construction, Architect shall prepare, submit and obtain approval by DSA of Construction Change Documents, followed promptly by submittal of a formal Change Order. Architect shall be entitled to compensation for the preparation of Drawings and Specifications in connection with the issuance of Field Instructions and Change Orders to the extent allowed by Article 3 of this Agreement. The Architect shall not be entitled to compensation for the preparation of Drawings and Specifications necessitated by errors, omissions, deficiencies, ambiguities, conflicts or violations of Applicable Laws caused or created by the Architect or its Subconsultants.

2.6.15. **Record Documents**.

(i) The Architect shall review As-Builts prepared and certified by the Contractor and reviewed by the Project Inspector in a format acceptable to the District. Architect is entitled to, consistent with the Standard of Care, reasonably rely upon the accuracy of the As-Builts prepared and certified by the Contractor and shall review the same in accordance with the Standard of Care. If significant discrepancies are noted by the Architect in the course of its review, the Architect shall return the As-Built to the Contractor, and, following corrections by the Contractor, return the As-Built to the Architect and the District for further review.

(ii) Within six (6) weeks after receipt of Contractor's complete and corrected As-Built, the Architect shall, at no additional cost, draft and furnish to the District Record Documents showing the as-built condition of all portions of the Work (including without limitation the location of electrical, HVAC, plumbing and other lines that may be diagrammatically represented in the Contract Documents), and one (1) annotated hardcopy of the Specifications and one (1) flash (thumb) drive in software format acceptable to the District. The revisions and changes reflected in the As-Built shall be coordinated and accurately annotated and cross-referenced by the Architect from the Contractor prepared As-Built. Each page of the Drawings and the coverage page of the annotated Specification shall prominently bear the words "Record Documents."

(iii) Record Drawings shall be submitted by the Architect to the District in both hard copy and an electronic form acceptable to the District.

2.6.16. **Title 24 Reports**. Architect and its Subconsultants who are in charge of general observation of the Work shall, in accordance with the provisions of Part 1, Title 24 of the California Code of Regulations, prepare and file periodic verified reports on forms prescribed by DSA affirming that of his/her own personal knowledge (as defined in Ed. Code, § 81141, Reports required of architects, engineers and/or inspectors; information required) the Work performed during the period of time covered by the report has been performed and materials have been used and installed in every material respect in compliance with the Drawings and Specifications approved by the DSA for the Project, together with such other detailed statements of fact as DSA may require.

2.6.17. Should the District proceed to perform the Project in multiple phases, Architect may be required to provide all services related to the Construction Phase as set forth in this Section 2.6, and any and all related deliverables as further described herein, for each phase of the Project.

2.7. PROJECT CLOSE-OUT PHASE

2.7.1. **Close-Out Documents**. The Architect shall compile and assemble the Contractor's Close-Out Documents for delivery to the District, including without limitation, As-Built Drawings, Operations and Maintenance manuals, key schedules, warranties, and all Record Documents required at Close-Out as referenced in Article 2.6.15 herein. The Consultant shall prepare and submit for processing such documentation as required by governmental agencies, including DSA, in connection with completion of the Work of the Project.

2.7.2. **Warranty Observation**. The Architect shall conduct a review of the Work one month prior to the warranty expiration for the purpose of observing the condition in the Work. Architect shall make written recommendations to the District for the correction of any Defective Work discovered in the course of the Architect's review within fifteen (15) Days after the date of such review. The Architect shall be accompanied by the District during its review of the Work. The number of work hours to complete such review and preparation of written recommendations shall not exceed fifty (50) hours for any single Project, excluding review and preparation necessitated in whole or in part by errors and omissions in the services performed by the Architect or its Subconsultants. Hours in excess thereof shall be compensated as Additional Service only if approved in advance in writing by the District.

2.8. INDEPENDENT REVIEWS

2.8.1. This Project is subject to independent design reviews conducted by the District and at the District's expense. The Architect shall participate in these design reviews including without limitation: Constructability Review and/or Value Engineering of the Design Documents.

2.8.2. The Architect shall have an obligation to incorporate into the Design Documents any and all Value Engineering and Constructability Review comments into the Project

Design Documents that are approved and accepted by the District, unless doing so would result in a violation of Applicable Laws or the Standard of Care. Except as set forth in Article 3, such changes shall be made with no additional compensation or reimbursement. Should the Architect deem changes would be a violation of Applicable Laws, they shall immediately notify the District in writing citing the code section number and violation. The District shall have the right, but not the obligation, to have an independent cost estimate conducted by an estimator designated by the District and at the District's expense. The Architect shall be available to answer the estimator's questions regarding the design and to attend meetings with the estimator as reasonably necessary to reconcile the Architect's estimate with the independent estimate.

2.9. PROJECT SCHEDULE

2.9.1. The Architect shall meet the requirements of the Project Schedule, including without limitation the dates for completion of each Phase of the Architect's Basic Services for the Project.

2.9.2. The Architect shall be entitled to an adjustment to the Project Schedule for unavoidable Delays that are: (i) beyond the Architect's control or its responsibility under this Agreement and/or (ii) not caused by the fault, negligence or violation of a provision of this Agreement by Architect or its Subconsultants; provided, however, that as a condition precedent to its right to an adjustment of a Project Schedule, Architect shall have given written notice to the District of the circumstances of such delay within fourteen (14) Days after such circumstances were first observed by Architect or its Subconsultants. Failure to provide such written notice may result in a waiver by Architect of any right to an adjustment to that Project Schedule on account of such circumstances.

ARTICLE III
ADDITIONAL SERVICES

3.1. LIST OF ADDITIONAL SERVICES

Unless otherwise agreed by District, the following constitutes the list of Additional Services for which Architect is entitled to Additional Services compensation pursuant to Section 5.1.2 of this Agreement. The Additional Services described in this Article 3 are not included in the scope of Architect's Basic Services for the Project. Architect shall notify the District prior to providing any such Additional Services and in no event not later than fifteen (15) Days after it learns of any circumstance (including, without limitation, any direction or request by the District) that Architect believes may give rise to performance of Additional Services. The District may in its sole discretion direct the Architect to proceed or not proceed with all or any portion of Additional Services described in Architect's written notice.

3.1.1. Except as set forth in Articles 1 or 2 as part of Basic Services, providing planning surveys, Site evaluations, or environmental studies.

3.1.2. Providing services beyond those provided for in Articles 1 or 2 of this Agreement to investigate existing conditions or facilities, to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the District.

3.1.3. Providing planning, programming and/or educational specification services.

3.1.4. Providing financial feasibility studies or other special studies.

3.1.5. Preparing revisions to the documents during the Schematic Design, Design Development or Construction Documents Phases, when these revisions are: (i) necessary to implement changes, additions, or deletions to a Project that are requested and approved by the District in writing; (ii) the result of issuance by the District of written directives or instructions that conflict with prior written directives or instructions by the District; (iii) necessitated by the enactment or revision of codes, laws or regulations where such enactment or revision could not have been reasonably foreseen by Architect; or (iv) due to the District's failure to render decisions in a timely manner; provided, however, that under no circumstances shall the Architect be paid Additional Services compensation to the extent due to: (a) its or its Subconsultant's errors, omissions, conflicts, ambiguities or violation of applicable laws; or (b) modifications to the Drawings, Specifications or other Design Documents prepared by Architect or its Subconsultants in accordance with Paragraphs 2.2.4, 2.3.4, 2.4.7 or 2.5.4 to bring the Construction Cost within the Project Construction Budget.

3.1.6. Providing services related to future facilities, systems and equipment that are not intended to be constructed during the Construction Phase.

3.1.7. Providing detailed quantity surveys or inventories of material, equipment and labor.

3.1.8. Making investigations or taking inventories of materials or equipment or making valuations and detailed appraisals of existing facilities.

3.1.9. Providing analyses of owning and operating costs (except as needed to prepare energy calculations, which are deemed part of Basic Services).

3.1.10. Providing perspective drawings, models and mock-ups, including slides thereof.

3.1.11. Providing services as necessary to correct Defective Work not caused or created by any errors, omissions, conflicts, ambiguities, or violations of Applicable Laws in the Design Documents prepared by Architect or its Subconsultants.

3.1.12. Providing extensive assistance in the selection or utilization of any equipment or system; preparing operation and maintenance manuals; and training personnel for operation and maintenance.

3.1.13. Providing services for the Project after Final Completion of such Project, except as such services that relate to the Warranty Observation Phase described in Section 2.7.2 of this Agreement.

3.1.14. Providing services in connection with a pending public hearing, mediation, arbitration proceeding, or legal proceeding, except where: (i) the Architect is Party thereto; or (ii) the Architect is a Party to any related proceeding in which Architect is alleged to be responsible for a Loss that is the subject of such pending public hearing, mediation, arbitration proceeding or legal proceeding; or (iii) the Architect is a percipient witness (in which case the Architect shall be entitled to witness fees and costs as allowed by law); or (iv) it is alleged by one or more parties to the pending public hearing, mediation, arbitration proceeding, or legal proceeding that the negligent, reckless or willful acts, omissions or other conduct of Architect or its employees, agents, Subconsultants or representatives have caused or contributed to the claims, damages, and/or demands asserted in the pending public hearing, mediation, arbitration proceeding, for legal proceeding, then such services shall be provided to the District at no cost.

3.1.15. Providing Expert Witness services in connection with a pending public hearing, mediation, arbitration or legal proceeding where Architect is not a named Party.

3.1.16. Providing services made necessary by the termination of a Contractor, but only to the extent such services exceed the level of service that would have been provided in the absence of such termination.

3.1.17. Providing services to make revisions in approved Schematic Design, Design Development or Construction Documents due to inaccuracy in any surveys, test data or other information provided by the District pursuant to Section 4.2 of this Agreement.

3.1.18. Performance of any design service expressly excluded from a Project Authorization.

3.1.19. Services for the Warranty Observation Phase in excess of those provided for in Section 2.7.2, above. Master Planning services regarding the District Projects defined in this Agreement.

3.1.20. Preparation of design and documentation for alternate bid or proposal requests proposed by the District.

3.1.21. Providing the services of special inspectors unless included in a Project Authorization.

3.1.22. Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect.

3.2. DISPUTES

3.2.1. **Notice and Waiver of Compensation by Architect**. Except as provided in Paragraph 3.2.2 below, Architect's failure to notify the District in writing and secure the District's approval of said Additional Services prior to performing Additional Services shall be deemed a waiver of Architect's right to compensation for such Additional Services performed without written authorization, unless otherwise agreed upon in writing by the District.

3.2.2. **Disputed Additional Services**. If a dispute arises as to whether any service constitutes an Additional Service or a Basic Service, the Architect will nevertheless promptly perform such services, if requested to do so in writing by the District, in which case neither the District's request, Architect's performance nor the acceptance of such disputed services by the District will constitute or be deemed to be a waiver on the part of the District or the Architect of its rights with respect to the appropriate classification of the services rendered. District shall continue to pay Architect for all undisputed services during the pendency of any dispute.

ARTICLE IV
DISTRICT RIGHTS AND RESPONSIBILITIES

4.1. ADMINISTRATION

4.1.1. **Responses**. The District shall promptly respond to Architect's submittals and requests for decisions, approvals or information; provided, however, that no failure by District to respond shall entitle Architect to an adjustment of a Project Schedule unless District has failed to respond within seven (7) Days to a written notice by Architect to the District expressly stating that a response is overdue and specifically informing the District that a response is necessary in order to avoid a delay to a Project Schedule.

4.1.2. **Specialty Consultants**. The District shall furnish the services of Specialty Consultants for design reviews and other services which the Architect is not required to provide pursuant to Article 2 of this Agreement.

4.1.3. **Revisions by the District**. The District reserves the right exercised in its sole discretion to revise the Project Budget, Project Construction Budget and Project Schedule. Architect's sole and exclusive right to additional compensation and/or extension of time for such revisions shall be as set forth in this Agreement.

4.2. SURVEYS AND REPORTS

4.2.1. **General**. The District shall furnish such structural, mechanical, electrical, chemical, hazardous materials, soils and other tests, inspections and reports as required by Applicable Laws or by the Contract Documents and which are not required to be furnished by the Architect under this Agreement or by the Contractor under the Contract Documents.

4.2.2. **Surveys, Legal Restrictions**. If required for the performance of the Architect's services, the District shall furnish a land survey of the Site, giving (as applicable) grades

and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Site; locations, dimensions and floor elevations pertaining to existing buildings, other improvements and trees; and information in the District's possession concerning available service and utility lines, both public and private.

4.2.3. **Geotechnical**. The District shall furnish geotechnical data and reports, or employ Specialty Consultants to provide such data or reports, when reasonably deemed necessary by the Architect, including test logs, soil classifications, soil bearing values and other data and information necessary to define subsoil conditions.

4.2.4. **District Expense**. The services, information, surveys and reports required by this Article 4 shall be furnished at the District's expense.

4.2.5. **Reliance on Documents Provided by the District**. Architect shall be entitled to rely upon the accuracy and sufficiency of the documents provided by the District in performing its obligations under this Agreement. In the event that the information contained in such documents is found to be inaccurate, incomplete or insufficient, or in the event that other surveys, data, reports or information, known or unknown, although available to the District, were not provided, even if such information if disclosed, would have been material to Architect's performance of this Agreement, the District shall have no liability to Architect, other than for payment for authorized Additional Services necessary to correct Design Documents. Architect shall not be entitled to damages for breach of contract.

4.2.6. **District Consultants**. Except for the Architects retained by the Design Professional, the District shall furnish all legal, accounting, insurance and other consulting services as may be necessary to meet the District's needs for the Project.

ARTICLE V
COMPENSATION

5.1. COMPENSATION.

5.1.1. For designated services, compensation shall be determined in advance by the Architect and the District, and set forth in an executed Project Authorization.

5.1.2. For Additional Services, unless otherwise agreed upon by the Parties, Architect shall bill based upon the rates as stated on the Architect's Hourly Rate schedule which shall be attached to the Project Authorization. The rates shall remain the same for the duration of each project. Architect shall, if requested by the District prepare a proposal for any additional services and/or adhere to any not-to-exceed limit reasonably requested by the District.

5.2. CONSTRUCTION PHASE CHANGES.

The Compensation for the Basic Services for the Project is not subject to adjustment unless there are Changes authorized by the District during the Construction Phase of the Project which are not the result of errors, omissions or other defects in the Design Documents or failures of the Architect or its Subconsultants to timely and completely perform the Basic Services. If services of the Architect or its Subconsultants are required in connection with Changes during the Construction Phase of the Project which do not result from errors, omissions or other defects in the Design Documents or failures of the Architect or its Subconsultants to timely and completely perform the Basic Services, the Compensation will be equitably adjusted by an amount equal to the lesser of eight (8%) percent of the Construction Costs of such Changes or the time of the Architect and/or its Subconsultants reasonably necessary to provide design and related support services for such Changes multiplied by the applicable hourly rate(s) set forth in the Rate Schedule included in the Project Authorization. If a Change during the Construction Phase of the Project is the result of errors, omissions or other defects in the Design Documents or failures of the Architect or its Subconsultants to timely and completely perform the Basic Services, services required of the Architect or its Subconsultants in connection with such Change shall not result in adjustment of the Compensation.

5.3. REIMBURSABLE EXPENSES.

The Compensation for Architect's Basic Services for the Project includes all costs and expenses of a non-capital nature reasonably and necessarily incurred by Architect to perform the Basic Services including without limitation expenses for postage, delivery, office supplies, reproduction of plans and prints, photographic film and development and travel to and from the offices of the Architect and its Subconsultants to the Site, the District's Administrative offices and within the counties noted above. Unless expressly authorized in advance by the District, no payment will be made by the District for expenses or costs of any kind, type or nature.

5.4. RECORDS.

Accurate and detailed records of Reimbursable Expenses pertaining to the Project shall be maintained in an orderly manner on the basis of generally accepted accounting practices and shall be available at Architect's office and at the District's request, shall be brought by Architect for inspection, auditing and/or copying by the District and its representatives pursuant to Article 7 of this Agreement.

ARTICLE VI
PAYMENTS

6.1. APPLICATIONS FOR PAYMENT

6.1.1. **Monthly Applications**. Architect shall submit an invoice, monthly to the District, accompanied by such documentation as required by this Agreement, setting forth in detail

the: (i) invoices, shall be based upon the percentage of work performed in the previous month and shall not exceed the total portion of the Compensation apportioned set forth in paragraph 5.1, above; (ii) Progress payments for Basic Services shall be based on the percentage of Basic Services performed in the previous month and shall not exceed the allocated percentage for each phase of the Basic Services set forth in paragraph 6.2.1, below; (iii) compensation for authorized Additional Services rendered; and (iv) authorized Reimbursable Expenses incurred and paid during the previous month.

6.1.2. **Accompanying Documentation**. Invoices submitted for payment shall be accompanied by a detailed summary description of the progress of performance to date, (a) a description of the status of completion of Basic Services by percent complete; (b) a description of the percent complete of any Additional Services and summary of hours worked; (c) Reimbursable Expenses incurred during the previous 60-Day period of time accompanied with backup documentation, invoices, receipts and other documentation reasonably requested, by the District to verify the amounts of Reimbursable Expenses for which reimbursement is sought for the Invoice submitted for payment.

6.2. PAYMENTS

Payments of undisputed sums due shall be made by District monthly within thirty (30) Days after receipt by the District of a proper and timely Invoice.

6.3. PAYMENT DISPUTES

Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due the Architect under any billing invoice submitted by the Architect under this Agreement, pursuant to Civil Code, section 3320 subdivision (a), (Contracts for public works of improvement; progress and final retention payments to prime design professionals; dispute; penalty; nature and application), the District may withhold from payment to the Architect an amount not to exceed one hundred and fifty (150%) percent of the disputed amount.

In the event of any good faith dispute as to whether a particular payment or a portion of a particular payment is owed or not owed by the District to Architect under this Agreement, the District shall have the right to do either of the following: (i) make all or part of such disputed payment to Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold from payment to the Architect an amount not to exceed one hundred and fifty (150%) percent of the disputed amount. Pursuant to Civil Code section 3320 subdivision (a), should the District withhold all or a portion of any payment invoiced by Architect, the District shall so notify Architect in writing of the reasons, therefore. From and after Architect’s receipt of such notice, the District and Architect shall use their good faith efforts to resolve their dispute within sixty (60) Days, provided however, that if the dispute is not resolved, the District may continue to hold amounts in dispute and Architect shall not be entitled to terminate this Agreement or suspend its services hereunder on account of such nonpayment. In any action for the collection of amounts withheld in violation of this section, the prevailing Party is entitled to his or her reasonable attorney’s fees and costs. If District chooses to proceed under Clause (i) of this Section 6.3 and it is subsequently

determined that District overpaid Architect, Architect shall refund to District the amount of such payment.

ARTICLE VII
ARCHITECT'S RECORDS AND FILES

7.1. RECORDS

7.1.1. **Maintenance of Project Books and Records**. Architect and its Subconsultants shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information required by the District to verify the scope or charges for any services provided under this Agreement. Architect and its Subconsultants shall maintain such records in sufficient detail to permit the District, the District's independent auditors, or a designee of any of them, to thoroughly evaluate and verify the nature, scope, value and charges for services performed under this Agreement. All such books and records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Such records shall be kept separate from other documents and records unrelated to the Project for a period of four (4) years after the later of termination of this Agreement or Final Completion of the Project.

7.1.2. **Audit of Records**. The District, District's independent auditors, or their designees shall have the right to examine and to audit books, records, documents, and other evidence sufficient to reflect properly all costs and expenses claimed to have been incurred in Architect's and its Subconsultants' performance of this Agreement, including, without limitation, verification of the amounts and tasks performed for all time expended that is charged to the District on an hourly basis. Such right to audit shall include inspection at all reasonable times at the Architect's offices or facilities. In addition, Architect shall, at no cost or expense to the District, furnish facilities and cooperate fully with the audit. Upon request, Architect shall provide reproducible copies of books, records and other documents in the possession of Architect and its Subconsultants that are applicable to this Agreement for reproduction by the District, or their designee.

7.1.3. **Audit Reimbursement**. To the extent that an audit by the District, District's independent auditors, or their designees disclose excess charges inaccurately or improperly attributed to this Project by the Architect and such audit is subsequently determined to be correct, Architect agrees to remit the amount of the overpayment to the District, together with interest thereon at a rate that is the lesser of ten (10%) percent per annum or the maximum rate allowable by law, within thirty (30) Days after demand. If such audit discloses an overcharge of five (5%) percent or more of the total amount invoiced to the District for any year audited, and such audit is subsequently determined to be correct, Architect shall pay the actual cost of such audit, which cost, in the case of audits conducted by the District using in house staff, shall be computed on the basis of two (2) times the direct payroll of the audit staff completing the audit and audit report.

7.1.4. **Privileged Communications**. Architect acknowledges that in the course of its services under this Agreement it will be necessary for Architect or its Subconsultants to

communicate with the District's attorneys, including special legal counsel, or receive or perform work at the request of District's counsel, and that such work product and communications shall be protected by the attorney-client and attorney work product privileges and shall be maintained in confidence by Architect and its Subconsultants, except as authorized in writing by District's counsel, or designee.

7.1.5. **Subconsultants**. Architect shall include the provisions of this Section 7.1 in all contracts it enters into with Subconsultants.

ARTICLE VIII
TERM; TERMINATION OF AGREEMENT

8.1. TERM.

The Term of this Agreement shall commence upon the District and the Architect each executing a counterpart copy hereof, delivery of an executed counterpart copy hereof to the other and ratification of this agreement by the District's Board of Trustees ("Term"). This Agreement shall be in effect unless terminated prior thereto under the provisions of this Article 8. In the event that Project construction is not completed or the District shall not have issued Final Payment to the Contractor as of the Termination Date through no fault or neglect of Architect, or its Subconsultants, the Termination Date shall be extended and Basic Services provided by Architect following the Termination Date shall be in accordance with the Rate Schedule attached to the Project Authorization. If Project construction is not completed by the Termination Date and delayed completion of Project construction is caused in whole or in part by: (a) the acts, omissions or other conduct of the Architect or any Sub consultant; (b) delayed review and/or approval by DSA or other government authorities; or (c) acts of God, the Termination Date shall be extended commensurate with the number of calendar Days attributed to (a), (b), and/or (c) above ("the Extended Duration"). During the Extended Duration, the Architect shall continue to provide or perform the Basic Services without adjustment of the Compensation.

8.2. TERMINATION BY THE DISTRICT

8.2.1. **For Cause**. If the District determines that Architect has failed to perform in accordance with the terms and conditions of this Agreement, the District may terminate all or part of the Agreement (or of any Project) for cause. This termination shall be effective if Architect does not begin to cure its failure to perform within ten (10) Days (or longer, if authorized in writing by District) after receipt of a notice of intention to terminate from the District specifying the failure in performance. If a termination for cause does occur, the District will have the right to withhold monies otherwise payable to Architect to the extent caused by the Architect's cited failure to perform. If the District incurs additional costs, expenses or other damages due to the negligent failure of Architect to properly perform pursuant to this Agreement, these costs, expenses or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted; the balance will be paid to Architect upon Final Completion of the Project. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, Architect shall be liable to the District for the difference. The provisions of this Paragraph 8.2.1

are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity.

8.2.2. **For Convenience**. The District may terminate or suspend performance of all or part of this Agreement (or of any Project) for convenience and without cause at any time upon ten (10) Days' written notice to Architect, in which case the District will pay Architect as provided in Article 5 for all Basic Services and authorized Additional Services performed, and all authorized Reimbursable Expenses incurred and paid (excepting any disputed amounts), under and in accordance with this Agreement up to and including the date of termination. Such payment shall be Architect's sole and exclusive compensation and the District shall have no liability to Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses or consequential damages, of any kind.

8.2.3. **Deletion of Services**. In the event of termination by the District, for cause or convenience, of a portion of the Project, then the Architect's fixed or maximum compensation for Basic Services for the portions of Project or services not so terminated shall be equitably adjusted to reflect the resulting reduction in Architect's scope of Basic Services.

8.3. TERMINATION BY ARCHITECT

8.3.1. **Termination of the Agreement**. Architect may terminate this Agreement:

(i) If the District fails to make any undisputed payment to Architect when due in accordance with this Agreement and such failure remains uncured for thirty (30) Days after written notice to the District of such default and of Architect's intent to terminate; or

(ii) If the Project is abandoned by the District for more than sixty (60) consecutive Days, Architect may terminate this Agreement upon thirty (30) Days' notice to the District, provided the District does not reactivate the Project within such thirty (30) Day period. If the Project is reactivated and this Agreement is still in full force and effect, Architect's compensation and time for performance shall be equitably adjusted to provide for reasonable expenses incurred by Architect and delays which are directly attributable to the interruption and resumption of service.

8.3.2. **Payment for Services**. In the event of a termination of this Agreement by Architect in accordance with this Section 8.3, the District's obligation shall be to pay Architect an amount for its Basic Services, Additional Services, and Reimbursable Expenses calculated in accordance with Paragraph 8.2.2 of this Agreement. Such payment shall be Architect's sole and exclusive compensation and the District shall have no further liability or obligation to Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses or consequential damages, of any kind.

ARTICLE IX
INDEMNIFICATION AND INSURANCE

9.1. INDEMNIFICATION

To the fullest extent permitted by law, Architect agrees to defend, indemnify and hold harmless, the District, its Board of Trustees, and each of their respective members, officers, employees, agents, and volunteers ["Indemnitee(s)"], through legal counsel reasonably acceptable to the District, from any and all losses, liabilities, claims, damages and costs to the extent that the claims against Indemnitee(s) arise out of or are attributable, in whole or in part, to the negligence, recklessness, or willful acts or omissions of Architect or its Subconsultants, or their respective employees, agents, representatives or independent contractors. The Architect's obligation to pay the Indemnitees' reasonable attorneys' fees and costs shall be limited to the reimbursements for reasonable attorney fees and costs incurred by Indemnitees in defending actions after a final determination of and to the extent the claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Architect and/or its Subconsultants. The foregoing notwithstanding, the limitation to Architect's reimbursement of reasonable attorney fees and costs to the Indemnitees shall be governed by California Civil Code section 2778 or section 2782.8, which are incorporated herein by reference in their entirety. Further, the limitation to Architect's reimbursement of reasonable attorney fees and costs to the Indemnitees shall not act as a limitation of the Architect's obligation to provide services pursuant to Paragraph 3.1.15, above. The Architect's obligations hereunder shall survive the Architect's completion of services and obligations hereunder or the earlier termination of the Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

The Indemnitees shall be entitled to the defense and indemnification provided for hereunder except to the extent the loss, liability, claim, damage or cost is in part caused or contributed to by the acts or omissions of an Indemnitee; provided, however, that nothing contained herein shall be construed as obligating Architect to indemnify any Indemnitee for any loss, liability, claim, damage or cost to the extent resulting from that Indemnitee's negligence or willful misconduct.

To the fullest extent permitted by law, the District agrees to defend, indemnify and hold harmless, the Architect, from any and all losses, liabilities, claims, damages and costs arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct of the District, and those of the District's Trustees, officers, employees, agents and volunteers arising from the Project that is subject to this Agreement; provided, however, that nothing contained herein shall be construed as obligating the District to indemnify any Architect for any loss, liability, claim, damage, or cost to the extent resulting from that Architect's, or its Subconsultants', or their respective employees,' agents,' representatives' or independent contractors,' negligence or willful misconduct, omissions, errors and/or other conduct. The District's obligation to pay Architect's attorneys' fees and costs shall be limited to the reimbursements for attorney fees and costs incurred by the Architect in defending actions to the extent caused by the negligence, recklessness or the willful misconduct of the District.

9.2. INSURANCE

9.2.1. **Basic Insurance Requirements**. Prior to commencing Work, Architect and each of its Subconsultants shall procure and maintain insurance at Architect's and its Sub consultant's, as applicable, own cost and expense against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services by Architect, its agents, representatives, employees, or Subconsultants. Contractor engaged for a Project referenced in this Agreement shall be responsible for obtaining and maintaining Builder's Risk insurance to remain in place throughout the construction phase.

(i) Without in any way affecting the indemnity provided in or by Section 9.1, Architect shall secure before commencement of the Work the types and amounts of insurance specified in this Section 9.2.

(ii) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII unless otherwise approved by the District.

(iii) Each insurance coverage required by this Section 9.2 shall be endorsed to state that coverage shall not be canceled except after thirty (30) Days prior written notice has been given to the District in accordance with the notice provisions of this Agreement.

9.2.2. **Minimum Limits of Insurance**. Architect and each of its Subconsultants (unless the District shall agree in writing for a different Limit of Insurance for certain Subconsultants) shall obtain insurance of the types and in the amounts described below:

(i) Commercial General Liability Insurance (CGL) with a limit of not less than $1,000,000 each occurrence/$2,000,000 in the annual aggregate.

(ii) Any Automobile Liability Insurance with a limit of not less than $1,000,000 each accident.

(iii) Professional Liability (Errors and Omissions) Insurance with a limit not less than $2,000,000 per claim/$4,000,000 in the annual aggregate.

(iv) Workers' Compensation Insurance as required by the state of California.

(v) Employer's Liability Insurance in the amount of $1,000,000 per accident for bodily injury or disease.

9.2.2.1.

Minimum Scope of Insurance.

(A) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising

from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.

(B) Business Automobile Insurance shall cover liability arising out of any automobiles (including owned (if any), hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. Unless waived by the District in writing, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

(C) If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project, and two (2) additional years if such coverage is available to Architect. The "retro date" must be shown and must be before the date of execution of this Agreement by the District and Architect.

9.2.3. **Deductibles and Self-Insured Retentions**. Any deductibles or self-insured retentions in excess of One Hundred Thousand dollars/no cents ($100,000.00) must be declared to and approved by the District, which approval may be granted or withheld in the sole discretion to District. In the event that the District does not approve of such deductible or self-insured retentions, then at the option of the District, exercised in its sole discretion, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its officers, officials, employees or volunteers; or (ii) Architect shall provide a financial guarantee satisfactory to the District guaranteeing payment of any losses and related investigation, claim administration and defense expenses.

9.2.4. **Other Insurance Provisions**. The Commercial General Liability and Automobile Liability policies required by this Agreement are to contain, or be endorsed to contain, provisions equivalent to the following:

(i) The District, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to: (i) liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the insured; (ii) liability arising out of work or operations performed by or on behalf of Architect and its Subconsultants including materials, parts or equipment furnished in connection with such services, work or operations; and (iii) liability for occurrences, acts or events covered by the Architect's CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage. District and other additional insureds mentioned in this Paragraph 9.2.4.1 shall not, by reason of their inclusion as additional insured, become liable for any payment of premiums to carriers for such coverage.

(ii) For any claims related to this Project, insurance coverage shall be primary as it respects to the District, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the District, its officers, officials, employees or

volunteers shall be in excess of insurance required by this Agreement and shall not contribute with it.

9.2.5. **Waiver of Subrogation**. For Commercial General Liability, Workers' Compensation, and Employer's Liability insurance the insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees, and volunteers for and losses arising from activities and operations of an insured in the performance of services under this Agreement.

9.2.6. **Lapse in Coverage**. If Architect or any Sub consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. The District, at its sole option, may terminate this Agreement and obtain damages from Architect resulting from said breach. Alternatively, the District may purchase such coverage (but has no obligation to do so), and without further notice to Architect, the District may deduct from sums due to Architect any premium costs advanced by the District for such insurance.

9.2.7. **Verification of Insurance**. Architect shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this Section 9.2. The certificates for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be on the District's forms or forms reasonably approved by the District or reasonably commercially available. All certificates and endorsements are to be received and approved by the District before work under this Agreement commences. The District reserves the right to require complete copies of all required insurance policies at any time, including endorsements affecting the coverage required by these specifications. The District shall have the right to retain a copy of such policy provided that reasonable steps will be taken by the District to restrict review of such policies to representatives of the District.

9.2.8. **Duration of Coverage**. The insurance coverage required herein shall be maintained without interruption, for a period of three (3) years after Final Completion of the Work of the Project.

9.2.9. **Subconsultants**. Subconsultants shall be required by their sub consulting agreements to maintain insurance on the same terms and under the same coverage as required of Architect under this Agreement.

ARTICLE X
DISPUTE RESOLUTION

10.1. RESOLUTION OF CLAIMS.

All claims, disputes or other matters in controversy between the Architect and the District arising out of or pertaining to the Project or this Agreement (hereinafter "Claims") shall be resolved by the Parties in accordance with the provisions of this Article 10, in lieu of any and all rights under

the law that either Party may have to have its rights adjudged by a trial court or jury. All Claims shall be subject to the Claims Dispute Resolution Process set forth in this Article 10, which shall be the exclusive recourse of Architect and the District for determination and resolution of Claims.

10.2. RESOLUTION OF OTHER DISPUTES.

Disputes between the District and Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the state of California, County Sacramento, and shall not be subject to the Claims Dispute Resolution Process.

10.3. CLAIMS DISPUTE RESOLUTION PROCESS

10.3.1. Continuation of Architect Services. Except in the event of the District's failure to make undisputed payment of the Compensation due Architect for the Project, notwithstanding any disputes between the District and Architect hereunder or in connection with the Project, Architect and the District shall each continue to perform their respective obligations hereunder; including the obligation of the Architect to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

10.3.2. Direct Negotiation. Designated representatives of the District and Architect shall meet as soon as possible (but not later than ten (10) Days after receipt of a written Claim) in a good faith effort to negotiate a resolution to the Claim. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such Party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves an assertion of a right or claim by a Sub consultant against Architect that is in turn being asserted by Architect against the District, then such Subconsultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the Parties may either continue the negotiations or either Party may declare negotiations ended. All discussions that occur during such negotiation and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code sections 1119 and 1152.

10.3.3. Mandatory Mediation. If the Claim remains unresolved after direct negotiations, all claims, disputes and other matters in controversy between the Architect and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Architect commencing arbitration proceedings pursuant to Paragraph 10.3.4 below.

10.3.4. Government Code Claim Requirements. Pursuant to Government Code section 930.6, any claim, demand, dispute, disagreement or other matter in controversy asserted by the Architect against the District for money or damages, including, without limitation, a Demand for Arbitration, shall be deemed a "suit for money or damages" and shall be subject to the provisions of Government Code sections 945.4, 945.6 and 946. Notwithstanding the resolution of disputes pursuant to the arbitration provisions set forth in this Paragraph 10.3.4, any claim,

demand, dispute, disagreement or other matter in controversy between the Architect and the District shall first be presented to the District and acted upon or deemed rejected by the District in accordance with Government Code section 900, et seq., as an express jurisdictional condition precedent to the Architect's commencement of arbitration proceedings or litigation in any other forum.

10.3.5. Arbitration. All claims, disputes or other matters in controversy between Architect and the District arising out of or pertaining to this Agreement which are not fully resolved through the mandatory mediation set forth in Paragraph 10.3.3 above shall be settled and resolved by binding arbitration conducted under the auspices of the AAA Construction Industry Arbitration Rules in effect at the time of the filing of a Demand for Arbitration, as modified herein. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Contractor and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure section 1296. Any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure section 1296 and Rule R-47 of the AAA Construction Industry Arbitration Rules shall be invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure sections 1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the award is not supported by substantial evidence or that it is based on an error of law. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure section 1283.05, shall be applicable, and the same shall be deemed incorporated herein by this reference. If any claim or dispute is asserted by the Contractor, the Construction Manager or the District relating to the Project and arising in whole or in part out of this Agreement, the services provided by or through the Architect hereunder or the Instruments of Service prepared by or through the Architect, Architect and District agree that any arbitration proceedings initiated between Architect and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect, or the Contractor, the Construction Manager. Any arbitration hereunder shall be conducted in the AAA Regional Office closest to the Site.

ARTICLE XI
MISCELLANEOUS

11.1. NON-DISCRIMINATION IN SERVICES

11.1.1. Architect shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability in accordance with the requirements of Applicable Laws. For the purpose of this Section 11.1, discrimination in the provision of services may include, but is not limited to the following:

(i) Denying any person any service or benefit or the availability of a facility.

(ii) Providing any service or benefit to any person which is not equivalent, or in a non- equivalent manner or at a non-equivalent time, from that provided to others.

(iii) Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service.

(iv) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

(v) Treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.

11.1.2. Architect shall ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.

11.1.3. Architect shall establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Architect of a complaint with respect to any alleged discrimination in the provisions of services by Architect's personnel. At any time, any person applies for services under this Agreement, he or she shall be advised by Architect of these procedures. A copy of such procedures shall be posted by Architect in a conspicuous place, available and open to the public, in each of Architect's facilities where services are provided hereunder.

11.2. NOTICE FORM AND DELIVERY

All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways:

(i) on the date delivered if delivered personally;

(ii) on the third (3rd) business Day after the deposit thereof in the United States mail, first class postage prepaid, and addressed as hereinafter provided; on the date it is accepted or rejected if sent by certified mail.

(iii) by email if agreed upon by the Parties in writing.

11.3. Notice Recipients.

All notices, demands or requests shall include the Contract Number, Project name, and date of this Agreement, and shall be addressed to the Parties as follows:

If to District:
Oakland Unified School District
955 High Street, Oakland, CA 94601

If to Architect:
K2A Architecture +
Interiors 610 16th Street,
Suite 219
Oakland, CA 94612

11.4. GOVERNING LAW; INTERPRETATION.

This Agreement shall be governed and interpreted in accordance with the laws of the state of California in accordance with its fair meaning and not strictly for or against the District or Architect.

11.5. NUISANCE.

Architect shall not maintain, commit or permit the maintenance or commission by its personnel of any nuisance in connection with the performance of services under this Agreement.

11.6. HAZARDOUS SUBSTANCES.

If Architect becomes aware that a Hazardous Substance is on Site, or on a campus related to the Project that has not been previously identified as requiring remediation or other action, the Architect shall immediately notify the District in writing describing in detail the conditions encountered. Architect's obligation hereunder shall be limited to reporting Hazardous Substances of which Architect or its Subconsultants acquire actual knowledge. Architect shall not have an affirmative duty to identify or locate any Hazardous Substance.

11.7. WAIVER.

Provisions of this Agreement may be waived by the District only in writing and signed by the Superintendent or designee stating expressly that it is intended as a waiver of specified provisions of this Agreement. A waiver by either Party to this Agreement of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

11.8. NO THIRD PARTY RIGHTS.

Except for the indemnity and insurance requirements of Article 9 herein, nothing contained in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third party beneficiary of any right, obligation or cause of action created by this Agreement, by operation of law, or conduct of the Parties.

11.9. CUMULATIVE RIGHTS; NO WAIVER.

Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure

to act by the District or Architect hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by the other.

11.10. ENTIRE AGREEMENT.

This Agreement represents the entire Agreement with the District and Architect for furnishing of services to the Project and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instrument signed by both the District and Architect, and formally approved or ratified by the Board of Trustees.

11.11. SEVERABILITY.

In case any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of all remaining provisions shall not be affected.

11.12. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the District and Architect and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, nor any claim hereunder, may be assigned by Architect without the prior written consent and approval of District, which may be granted or withheld in District's sole discretion.

11.13. CONFIDENTIALITY.

Architect shall treat all confidential information and data identified as confidential and furnished to it by the District or any other Project Team member or otherwise obtained or prepared by Architect concerning the Project as strictly confidential and shall not disclose any of the same to any other person or entity unless required to do so in connection with Architect's performance of this Agreement or any governmental filings or applications. The foregoing obligations shall not prevent Architect from disclosing only those portions of confidential information that are required to be disclosed by law, government regulation, rule, ethical obligation, subpoena or court order, provided that Architect provides reasonable prior notice to the District of such required disclosure and takes reasonable lawful measures to avoid or minimize such disclosure, including providing reasonable assistance to District with respect to any appropriate action that District may decide to take. Architect shall not engage in or permit any public references or statements to the Project, the District or Architect's services hereunder, including, without limitation, referring to the same in advertising or promotional brochures or materials or granting interviews to broadcast, print or other media, without the prior written consent of the District, which may be granted or withheld in the sole discretion of the District. The provisions of this Article 11.13 shall survive any termination of this Agreement.

11.14. INDEPENDENT CONTRACTOR.

Architect is and shall at all times remain as to the District a wholly independent contractor. Neither the District nor any of its agents shall have control over the conduct of Architect or any of

Architect's officers, agents or employees, except as herein set forth. Architect shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the District.

11.15. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS.

In the performance of this Agreement, Architect shall comply with all applicable provisions of the California Fair Employment Practices Act (Government Code, §§ 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S. C. 200e -217), whichever is more restrictive.

11.16. PERMITS AND LICENSES.

Architect, at its sole expense, shall obtain and maintain during the term of this Agreement, all required business and professional permits, licenses and certificates necessary for Architect to perform its services.

11.17. CONFLICTS OF INTEREST.

Architect agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Architect "financially interested" (as provided in Gov. Code, §§ 1090 and 87100) in any decision made by the District on any matter in connection with which Architect has been retained pursuant to this Agreement.

11.18. MARGINAL HEADINGS; CAPTIONS. MARGINAL HEADINGS; CAPTIONS.

The titles of the various Paragraphs of this Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Architect and the District hereunder.

11.19. EXHIBITS.

The following Exhibits are attached hereto and incorporated herein by this reference

Exhibit "A" - Sample Project Authorization

Exhibit "B" - Certification Re Financial Relationship Disclosure (Architect)

Exhibit "C" – Iran Contracting Certification

11.20. DEFINITIONS

11.20.1. **Acceptance**. The point that the Work is accepted by the Board of Trustees. Acceptance shall not constitute evidence or confirmation of Substantial Completion or Final Completion if in fact the Work is not Substantially Complete or Finally Complete on the date of such Acceptance.

11.20.2. **Addendum, Addenda**. Written or graphic information (including, without limitation, Drawings or Specifications) prepared and issued prior to the receipt of the Contractor's Bid for the Project, which modify or interpret the Bid Documents by additions, deletions, clarifications or corrections.

11.20.3. Applicable Laws. All applicable federal, state and municipal laws, statutes, building codes, ordinances and regulations of Governmental Authorities having jurisdiction over the Project, Work, Site, the District, Architect, including, without limitation, Environmental Laws, and all ordinances, rules and regulations enacted by the District.

11.20.4. **As-Built**. The documents prepared by Contractor, and subject to review and reasonable verification and approval by Architect, showing the condition of the Work of the Project as actually built, including, without limitation, the locations of mechanical, electrical, plumbing, HVAC or similar portions of the Work that are shown diagrammatically in the Contract Documents.

11.20.5. **Bid Documents**. The collection of documents prepared and issued for the purpose of soliciting Bids or proposals for construction of Work.

11.20.6. **Change Order**. A written instrument signed in accordance with the requirements of the General Conditions of a construction contract, describing an adjustment in the Contract Sum or Contract Time, or both. The term “Change Order” encompasses both mutually executed and unilaterally issued Change Orders.

11.20.7. **Construction Contract**. A written contract executed between the District and Contractor for construction of a portion or all of the Work of the Project or a collection of Projects.

11.20.8. **Construction Costs**. The total costs to construct those elements of the Project designed or specified by Architect. Construction Costs do not include any of the following: (i) the cost of professional services to be rendered by Architect, Subconsultants, Specialty Consultants, Construction Manager; (ii) land acquisition costs; (iii) finance costs; (iv) District’s administrative costs; and (v) legal fees and costs.

11.20.9. **Contract Documents**. Without limitation, the collection of documents that are to be the Contract Documents governing a Contractor’s performance of the Work of the Project.

11.20.10. **Contract Time**. The total number of Days set forth in a Construction Contract within which Substantial and/or Final Completion of the Work of the Project must be achieved by Contractor, including approved extensions of time permitted under the terms of the Contract Documents.

11.20.11. **Contractor**. An individual or firm under contract with the District to serve as the general contractor for construction of all or a portion of the Work of the Project; may also be referred to as "Separate Contractor" where multiple trade contracts will be utilized for the completion of the Project.

11.20.12. **Day**. Whether capitalized or not, unless otherwise specifically provided, means calendar Day, including weekends and legal holidays.

11.20.13. **Defective Work**. Work by a Contractor that is unsatisfactory, faulty, omitted, incomplete, deficient or does not conform to Applicable Laws, the Contract Documents, the directives of the District, Architect or the Project Inspector or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

11.20.14. **Delay**. Whether capitalized or not, includes any circumstances involving disruption, hindrance or interference in the performance of the Work of the Project.

11.20.15. **Design and Construction Project Team**. The following Project Team members: District, Project Inspectors, Contractors, Subcontractors, Architects, Subconsultants, Specialty Consultants and Separate Contractors.

11.20.16. **Design Costs**. The costs to the District for conceptual, schematic, design development, construction documents and construction administration services required for completed design, engineering, administration and management by Architect and Specialty Consultants.

11.20.17. **Design Documents**. All plans, drawings, tracings, specifications, programs, reports, calculations, models and other material containing designs, specifications or engineering information prepared by Architect and Specialty Consultants including, without limitation, computer aided design materials, electronic data files, files and paper copies.

11.20.18. **Drawings**. The graphic and pictorial portions of the Contract Documents prepared by Architect and other Specialty Consultants showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term "Drawings" may be used interchangeably with "Plans."

11.20.19. **Environmental Laws**. Without limitation, any applicable federal, state or local laws, ordinances or regulations relating to the environment, health and safety, Hazardous Substances (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof) or to industrial hygiene or the environmental conditions on, under or about the Site, including, without limitation, soil, groundwater and indoor and ambient air conditions, including, without limitation, the following: Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601-9675), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901-6992k), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1307), the Clean Air Act, as amended (42 U.S.C. §§ 7401-7671et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601-2692), the

Residential Lead- Based Paint Hazard Reduction Act of 1992 (Title X), 15 U.S.C. §§ 2681-2692 and also 42 U.S.C. §§ 4851-4856, the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. §§ 4821-4846, the Indoor Radon Abatement Act, 15 U.S.C. §§ 2661-2671, and the Safe Drinking Water Act Amendments of 1996, Pub L. No. 104-182, 110 Stat. 1613 (1996) and all similar federal, state, and local statutes and regulations.

11.20.20. **ENR Index**. The construction cost index as published in the Engineering News-Record by the McGraw-Hill Publishing Company or its successors.

11.20.21. **Estimate of Project Construction Costs**. Architect's written estimate of the Construction Costs for the Project.

11.20.22. **Field Order**. A written instrument signed in accordance with the requirements of the General Conditions that directs a Contractor's performance of Work in one of the following categories: (i) over which there is a dispute as to whether the Work is or is not extra work; or (ii) involving extra work which is to be performed without adjustment to the Contract Sum or Contract Time or before agreement on all terms of a Change Order.

11.20.23. **Final Completion, Finally Complete**. The terms "Final Completion" and "Finally Complete" refer, with respect to the Work of the Project or a portion of the Work designated by the District, to the point at which: (i) the entirety of such Work is fully completed, including all minor corrective, or "punch list," items; (ii) all documents required to be submitted by Contractor as a condition of Substantial or Final Completion of such Work have been submitted, (including, without limitation, warranties, guarantees and other Record Documents); (iii) the entirety of such Work and related areas of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily limited to, the following: removal of temporary protections; removal of marks, stains, fingerprints and other soil and dirt from painted, decorated and natural-finished woodwork and other Work; removal of spots, plaster, soil and paint from ceramic tile, marble and other finished materials; all surfaces, fixtures, cabinet work and equipment are wiped and washed clean and in an undamaged, new condition; all aluminum and other metal surfaces are cleaned in accordance with recommendations of the manufacturer; and all stone, tile and resilient floors are cleaned thoroughly in accordance with manufacturer's recommendations and buff dried by machine to bring the surfaces to sheen; and (iv) all conditions set forth in the Contract Documents for Substantial and Final Completion of such Work have been, and continue to be, fully satisfied.

11.20.24. **Hazardous Substance**. The term "Hazardous Substance" refers to, without limitation, the following: (i) any chemical, material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste" or words of similar import under any Environmental Law, including, without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs") and PCB-containing materials, whether or not occurring naturally; or (ii) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health

and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

11.20.25. **Project Inspector**. A Division of State Architect certified inspector for the Project pursuant to the Field Act (Ed. Code, § 81130.3, et seq.) and California Code of Regulations.

11.20.26. **Key Personnel**. Those individuals listed in the Project Authorization, and any additions or replacements thereto whose personal performance of services is considered of the essence to the Project.

11.20.27. **Plans**. The graphic and pictorial portions of the Contract Documents prepared by Architect and its Specialty Consultants showing the design, location and dimensions of the Work, including drawings, elevations, details, schedules and diagrams. The term "Plans" may be used interchangeably with "Drawings."

11.20.28. **Project Budget**. The District's written statement of funds available to pay for Project Costs, as developed by District.

11.20.29. **Project Construction Budget**. That portion of a Project Budget that sets forth the District's budget for Construction Costs.

11.20.30. **Project Costs**. The total of all Design Costs, Construction Costs, Specialty Consultants Costs, and other Project-related costs (such as, but not limited to, personnel relocation and temporary facilities costs, fixtures, furniture and equipment (if required)). Project Costs do not include: (i) land acquisition costs; (ii) finance costs; (iii) District administrative costs; or (iv) legal fees and court costs.

11.20.31. **Project Schedule**. A detailed schedule prepared by Architect pursuant to Paragraph 2.1.4 of this Agreement depicting in detail the Architect's proposed schedule for performance of its Basic Services.

11.20.32. **Schedule of Values**. A detailed, itemized breakdown of the Construction Contract Sum, which provides for a fair and reasonable allocation of the dollar values to each of the various parts of the Work of the Project.

11.20.33. **Sub consultant**. A person or firm that has a contract with Architect to perform a portion of the services covered by this Agreement.

11.20.34. **Submittal**. Shop drawings, detailed designs, samples, exemplars, product data, fabrication and installation drawings, lists, graphs, operating instructions, and other similar documents required to be submitted by a Contractor under the Contract Documents.

11.20.35. **Substantial Completion, Substantially Complete**. The terms "Substantial Completion" and "Substantially Complete" refer to the point at which the Work of

the Project, or any portion thereof designated by the District, is: (i) sufficiently and entirely complete in accordance with Contract Documents so that such Work can be fully enjoyed and beneficially occupied and utilized for its intended purpose (except for minor items which do not impair the ability to so occupy and use such Work); (ii) receipt by the District of all permits and certificates (such as, but not necessarily limited to, a certificate of occupancy) required to occupy and use the Project; and (iii) all systems included in the Work of the Project are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted and instruction of District's personnel in the operation of the systems has been completed.

11.20.36. **Sustainable Building Guidelines**. Guidelines for sustainable building principles, standards and processes, and related design procedures, criteria and standards developed for the District as set forth in the Program Design Standards.

11.20.37. **Work**. All labor, materials, equipment, services, permits, licenses and taxes and all other things necessary for a Contractor to perform its obligations under the Contract Documents, including, without limitation, any changes, additions or deletions requested by District, in accordance with the Contract Documents and all Applicable Laws. The Work may constitute the whole or a part of the Project or the Project.

11.21. APPLICATION OF DEFINITIONS

Definitions of terms that are phrased in the singular shall be deemed to include the plural, and vice versa, where appropriate to the context or circumstances.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement, on the Day and year first above written.

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education — 6/26/2025 Date

Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education — 6/26/2025 Date

Preston Thomas (May 27, 2025 13:49 PDT)

Preston Thomas, Chief Systems & Services Officer — 05/27/2025 Date

Approval as to form:

James Traber

James Traber, Esq.
Facilities Counsel — 05/27/2025 Date

K2A Architecture + Interiors

Joyce Nieto Nilo

Digitally signed by Joyce Nieto Nilo
DN: C=US, E=joyce.nilo@k2architects.com, O=K2A, CN=Joyce Nieto Nilo
Date: 2025.05.23 12:28:07-07'00'

Contractor Signature — Date 5/23/2025

Joyce Nilo, Principal

Print Name, Title

Exhibit "A"
SAMPLE PROJECT AUTHORIZATION

PROJECT ASSIGNMENT
(EXHIBIT A TO AGREEMENT FOR ARCHITECTURAL SERVICES)

This Project Assignment is executed between Oakland Unified School District ("District") and _____("Architect") pursuant to the Master Agreement for Architectural Services ("Agreement") between the Architect and the District dated _____, 20__. By this reference, the Agreement is incorporated herein as if set forth in full.

1. Description of Work To Be Performed By Architect

[[Insert detailed description of Construction Project, and/or other services to be provided by Architect]]

2. Project Budget (District's written statement of funds available to pay for all Project Costs) _____Dollars ($_____)

3. Basic Services. The Architect will provide the following Basic Services noted below for the above-described Project.

Basic Services Phases

- ☐ Pre-schematic Programming
- ☐ Schematic Design
- ☐ Design Development
  - ☐ Preliminary Plans Value Engineering
  - ☐ Preliminary Plans Phase Constructability Review
- ☐ Construction Documents
  - ☐ Construction Drawings Value Engineering
  - ☐ Construction Drawings Constructability Review
- ☐ Bidding
- ☐ Construction
- ☐ Post-Construction

Sub-consultants Included in Basic Services

- ☐ Structural
- ☐ Civil
  - ☐ On-Site
  - ☐ Off-Site
- ☐ Mechanical
- ☐ Plumbing
- ☐ Electrical
- ☐ Telecommunications/Data
- ☐ Landscaping
- ☐ Furniture design
- ☐ Other: _____

Basic Services Submittal Schedule:

	START DATE	FINISH DATE
Pre-Schematic Programming Phase		
Schematic Design Phase		
Initial Design Development Phase		
Final Design Development Phase		
Preliminary Plans Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Initial Construction Documents Phase		
Final Construction Documents Phase		
Construction Drawings Value Engineering; Constructability Review	Value Engineering: _____ Constructability Review: _____	Value Engineering: _____ Constructability Review: _____
Bidding		
Construction		
Post-Construction		

4. Architect Compensation:

A. Payment Method:

☐ **Method A: Percentage of Computed Cost for New Construction and Additions**

Architect shall provide all the services identified as Basic Services as indicated above using the following fee schedule. To determine the Architect's Fee using this method, the computed cost of the project shall be multiplied by the applicable percentages below. The term "computed cost" is equal to the bid amount or Guaranteed Maximum Price plus any additive alternates not taken plus any change orders for additional scope of work.

a. Nine (9%) percent of the first five hundred thousand dollars ($500,000) of computed cost;
b. Eight and one-half (8 ½ %) percent of the next five hundred thousand dollars

($500,000) of computed cost;

c. Eight (8%) percent of the next One Million Dollars ($1,000,000) of computed cost;
d. Seven (7%) percent of the next Four Million Dollars ($4,000,000) of computed cost;
e. Six (6%) percent of the next Four Million Dollars ($4,000,000) of computed cost;
f. Five (5%) percent of the computed cost in excess of ($10,000,000).

Factory Built Portables. Four (4%) percent of the first Thirty-Five thousand Dollars $35,000) of the cost of factory built portables (Building cost only, all non-building costs and building costs beyond Thirty-Five Thousand Dollars shall be calculated per items a-f above).

(Reuse of Plans) Compensation for Re-use of Plans for new construction and addition projects shall be reduced from the full fee calculation to reflect savings due to re-use of existing documents as follows:

a. 35% fee reduction for buildings only during Schematic Design Phase.
b. 35% fee reduction for buildings only during Design Development Phase.
c. 35% fee reduction for buildings only during Construction Document Phase.
d. All other fees for buildings (DSA approval, Bidding and Construction Administration) shall be full fee.
e. All fees related to the site development work shall be full fee.
f. Design and engineering modifications due to program changes as required by the District, or code changes enacted subsequent to original plan approval, shall be billed as additional services or Re-use Fee reduction shall be adjusted to a mutually agreeable percentage to account for such changes.

Timeline of Payments under Method A

Schematic Design (100% Completion):	10% of Architect Fee
Design Development (100% Completion):	15% of Architect Fee
Construction Documents (90% Completion):	40% of Architect Fee, to be paid monthly based on actual level of completion.
DSA Approval of Construction Drawings:	5% of estimated Architect Fee
Procurement Phase:	5% of estimated Architect Fee as set forth on Attachment "A", when procurement is completed
Construction Administration:	25% of estimated Architect Fee, to be paid as follows: Procurement complete: 5% Construction 25% complete: 4% Construction 50% complete: 4% Construction 75% complete: 5% Construction 100% complete: 5% Submittal of final records: 2%

☐ Method B: Percentage of Computed Cost for Modernization, Renovation & Rehabilitation:

a. Twelve (12%) percent of the first five hundred thousand dollars ($500,000) of computed cost;
b. Eleven and one-half (11 ½ %) percent of the next five hundred thousand dollars ($500,000) of computed cost;
c. Eleven (11%) percent of the next One Million Dollars ($1,000,000) of computed cost;
d. Ten (10%) percent of the next Four Million Dollars ($4,000,000) of computed cost;
e. Nine (9%) percent of the next Four Million Dollars ($4,000,000) of computed cost;
f. Eight (8%) percent of the computed cost in excess of ($10,000,000).

Billing shall proceed on the same timeline as payments for Method A.

☐ **Method C Stipulated Sum:** The Parties agree to a Stipulated Sum for all basic services and sub-consultants included in basic services. Billing shall proceed on the same timeline as payments for Method A [***or include other payment timeline***].

☐ **Method D - Hourly Billing Rates:** Compensation for services rendered by principals and employees shall be based upon the rates as stated on the Design Consultant's Hourly Rate schedule which shall be attached hereto. The rates shall remain the same for the duration of each project. The total cost for the work shall not exceed [***insert not to exceed figure if desired***].

C. Additional Provisions

1. Architect shall receive one hundred and ten (110%) percent of all Reimbursable Expenses, expressly authorized in advance by the District in writing, except as specifically excluded, incurred by the Architect, the Architect's employees, and consultants in the interest of the Project.

2. If specialty consultants are required who are not included as part of Basic Services, then the District shall reimburse the Architect one hundred and ten (110%) percent of their actual cost.

3. If any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions.

4. Architect shall receive reimbursement at cost for:

a. Reproduction of drawings and specifications in excess of the copies provided by this Agreement.

b. Architect shall receive reimbursement at cost for fees advanced for securing approval of authorities having jurisdiction over the Project.

[*Signature Page Follows*]

OAKLAND UNIFIED SCHOOL DISTRICT

_____ _____
Jennifer Brouhard, President, Date
Board of Education

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

_____ _____
Preston Thomas, Chief Systems & Date
Services Officer

Approval as to form:

_____ _____
James Traber, Esq. Date
Facilities Counsel

K2A Architecture + Interiors

Joyce Nieto Nilo
Digitally signed by Joyce Nieto Nilo
DN: C=US, E=joyce.nilo@k2architects.com, O=K2A, CN=Joyce Nieto Nilo
Date: 2025.05.23 12:30:51-07'00'
_____
Contractor Signature Date 5/23/2025

Joyce Nilo, Principal
_____
Print Name, Title

EXHIBIT "B"

CERTIFICATION REGARDING FINANCIAL RELATIONSHIP DISCLOSURE
(Public Contract Code section 3006 subdivision (b))

I, [Name], [Name of Employer], certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, [Name], [Name of Employer], , certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, [Name], [Name of Employer], , have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

_____

Name and Address of Building, Contract Date and Number

_____

Name and Address of Building, Contract Date and Number

_____

Name and Address of Building, Contract Date and Number

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

Joyce Nieto Nilo

Digitally signed by Joyce Nieto Nilo
DN: C=US, E=joyce.nilo@k2architects.com, O=K2A, CN=Joyce Nieto Nilo
Date: 2025.05.23 12:37:33-07'00'

5/23/2025

Signature Date

Joyce Nilo

Print Name

K2A Architecture + Interiors

Print Name of Employer

EXHIBIT "C"
IRAN CONTRACTING CERTIFICATION

As required by California Public Contract Code section 2204, the Bidder certifies subject to penalty for perjury that the option checked below relating to the Bidder's status in regard to the Iran Contracting Act of 2010 (Pub. Contract Code, § 2200 et seq.) is true and correct:

☐ The Bidder is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

(ii) a financial institution that extends, for forty-five (45) days or more, credit in the amount of
$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

I certify (or declare) under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Joyce Nieto Nilo
Digitally signed by Joyce Nieto Nilo
DN: C=US, E=joyce.nilo@k2architects.com, O=K2A, CN=Joyce Nieto Nilo
Date: 2025.05.23 12:52:16-07'00'

5/23/2025

Signature Date

Joyce Nilo 5/23/2025

Name Title

K2A Architecture + Interiors

Name of Firm

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+ INTERIORS

STATEMENT OF QUALIFICATIONS TO PROVIDE

OAKLAND UNIFIED SCHOOL DISTRICT

ARCHITECTURAL SERVICES

MAY 8, 2025

OAKLAND UNIFIED SCHOOL DISTRICT
KENYA CHATMAN
EXECUTIVE DIRECTOR OF FACILITIES
DEPARTMENT OF FACILITIES PLANNING AND MANAGEMENT
955 HIGH STREET, OAKLAND, CA 94601

K2A ARCHITECTURE + INTERIORS
JOYCE NILO, PRINCIPAL
JOYCE.NILO@K2ARCHITECTS.COM

K2A 610 16th Street, Suite 202 Oakland CA 94612
tel 510.398.2608 fax 415.487.6909 www.k2architects.com

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TABLE OF **CONTENTS**

1. **LETTER OF INTEREST** 1
2. **FIRM INFORMATION** 2
   - FIRM HISTORY
   - FIRM'S APPROACH
   - FIRM'S EXPERIENCE
   - SCHEDULE MANAGEMENT
   - PROJECT EXPERIENCE
   - KEY PERSONNEL
3. **LITIGATION** 15
4. **PROFESSIONAL FEES** 16
5. **ADDITIONAL DATA** 17
   - KEY TEAM MEMBER RESUMES
   - ADDITIONAL PROJECT EXPERIENCE
   - INSURANCE CERTIFICATE
   - LOCAL BUSINESS UTILIZATION

May 8, 2025

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

RE: OAKLAND UNIFIED SCHOOL DISTRICT
STATEMENT OF QUALIFICATIONS FOR ARCHITECTURAL SERVICES FOR
PROJECTS UNDER $10M (PROJECT NUMBER #25040)

Dear Kenya and Selection Committee:

Recognizing the increasing costs of education construction in the Bay Area, K2A Architecture + Interiors (K2A) has been working diligently with public school clients to apply creative design solutions to address limited budgets. As architects with over 25 years of experience in school design and construction, we know what can be constructed for a specific budget, and use that expertise to stretch public dollars and enhance existing resources.

K2A has significant experience in renovation and new construction for State- and bond-funded schools throughout the Bay Area. Our firm has built a reputation for creating quality, safe, attractive learning environments that help students thrive — all within limited budgets and often aggressive schedules. Having completed numerous public education projects, our team efficiently and successfully navigates the public approvals process. We are able to anticipate potential issues and mitigate them before they impact the project.

As our services are often procured on an as-needed basis, K2A is diligent about responding promptly to client requests. Our team has developed trusted relationships with school districts and other public agencies that have sustained over many years and several projects. We have become a resource for our clients, assisting them in solving problems and meeting facility needs both large and small. With our staffing capabilities, we are able to juggle multiple assignments simultaneously. Projects range from feasibility studies and small modernizations to seismic upgrades and new building construction.

For your projects, I will be the Principal in Charge, providing oversight to the team. I am also the Project Manager and single point of contact with responsibility for meeting project requirements, including schedule and budget. Job Captains Tyson Schwarten, Pinky Khatri and Liam Murphy each act as my right hand on individual projects, managing subconsultants and overseeing design documentation. Steve Kolm is our Design Principal, leading the design efforts. Our team is backed by a seasoned group of technical and administrative professionals who support us in providing clients with quality deliverables. We have augmented our team with engineering and specialty consultants who are local to the City of Oakland. IDA (SLBE) will provide structural engineering, H&M (SLBE) mechanical and plumbing engineering, EDesignC (LBE) electrical engineering, Urban Design Consulting Engineers (LBE) civil engineering, Merrill Morris Partners (SLBE) landscape architecture, and our cost consulting is provided by Cumming. K2A meets OUSD targets for small and local business participation.

K2A received a copy of the District's Agreement attached as EXHIBIT A to the RFQ. K2A has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, K2A has no objections to the use of the Agreement. K2A certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District. We also acknowledge receipt of Addendum #1issued on May 1, 2025, and Addendum #2 issued May 5, 2025.

K2A has the enthusiasm, knowledge, professional credentials, and availability to assist Oakland Unified School District with upcoming projects. We look forward to the opportunity to further present our team and qualifications to you. Should you have any questions or need additional information, I will be the key contact for this RFP and can be reached at 510.681-7776 and joyce.nilo@k2architects.com.

Sincerely,

Joyce Nilo, Principal
K2A Architecture + Interiors

K2A 610 16th Street, Suite 202 Oakland CA 94612
tel 510.398.2608 fax 415.487.6909 www.k2architects.com

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FIRM INFORMATION

FIRM NAME:
K2A Architecture + Interiors

ADDRESS:
610 16th Street, Suite 219
Oakland, CA 94612

251 Rhode Island, Suite 202
San Francisco, CA 94103

TELEPHONE/FAX:
Phone: 510.398.2608
Fax: 415.487.6909

WEBSITE:
www.k2architects.com

MAIN CONTACT:
Joyce Nilo, Principal
P: 415.487.6904
E: joyce.nilo@k2architects.com

FEDERAL TAX ID NUMBER:
94-3181937

LICENSE NUMBER:
C34184 - Architect, California

LEGAL FORM:
Limited Liability Partnership

FIRM ESTABLISHED:
1990; 35 years in business

CERTIFICATION:
Small Business Enterprise

HISTORY OF THE FIRM

K2A Architecture + Interiors is a full service architectural firm located in downtown Oakland. Founded in 1990, with a current staff of 10, K2A has established a reputation for successful public design projects with difficult sites, tight budgets and aggressive schedules. We pride ourselves on the extraordinary levels of design, technical knowledge, and hands-on service that we offer. Our creativity and practicality add design quality without adding to the cost.

STATEMENT OF PURPOSE

At K2A we understand that schools bring life to their communities, and that they must offer every opportunity for learning and growth. Not every school has a large budget or an easy site. Our designs make the most of every dollar available, merging function and beauty seamlessly in spaces that communities are proud to 'own.' Our school designs—whether new construction or a modernization project—feature elegant, efficient solutions, using color and proportion to create delight. By engaging the principals, teachers, and staff throughout the design process and staying up-to-date on the latest advancements in educational design, we deliver projects that meet the communities' needs while positioning them to move into the future.

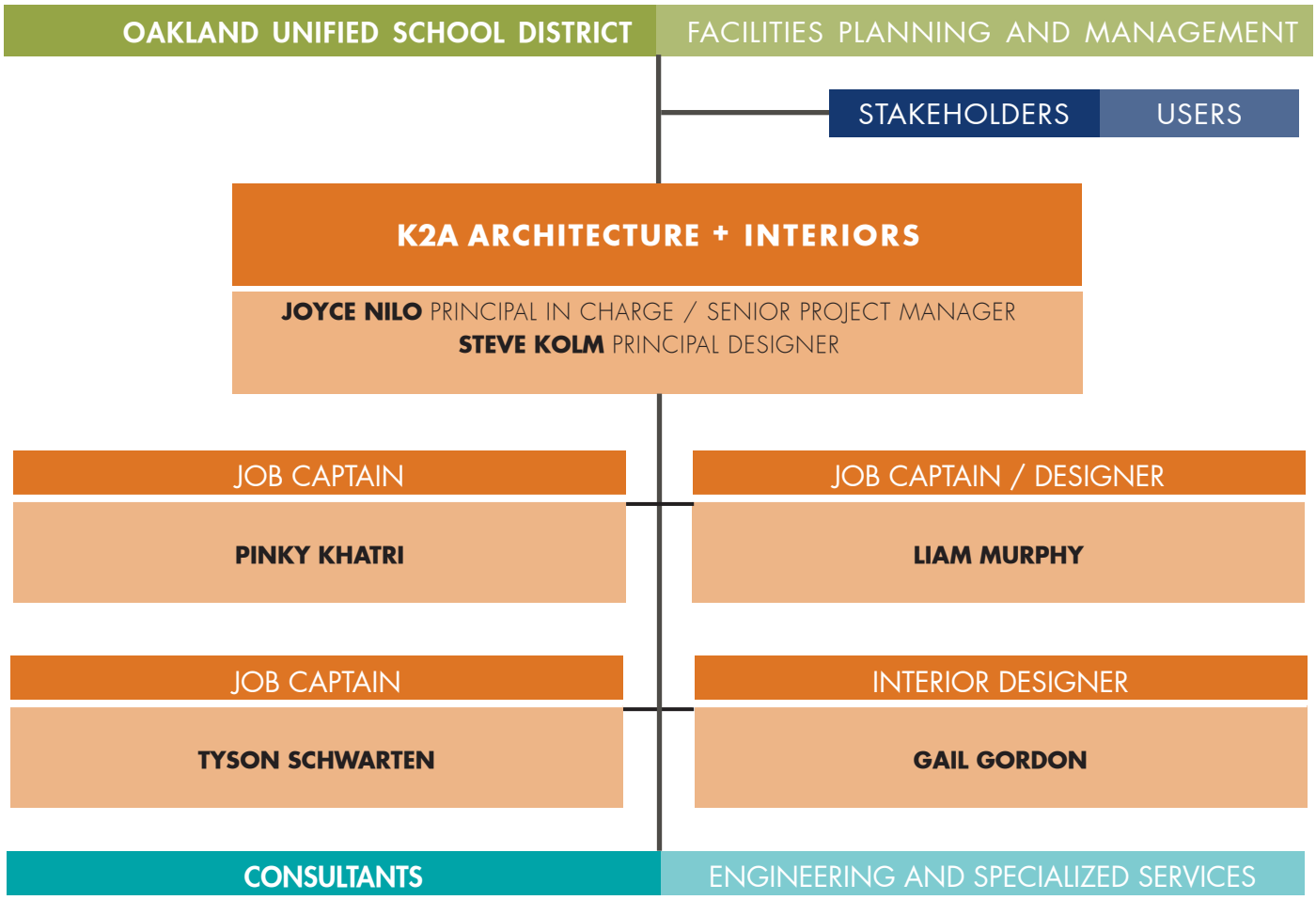
STAFFING CAPACITY AND RESOURCES

K2A has held several contracts with public agencies that have required us to work on multiple sites simultaneously, so we are accustomed to providing our services within that framework. We assign staff as appropriate to the project and ensure that team is available throughout the life of the project. Our project management goal is to keep key staff members on a project from start to completion. This ensures responsiveness to clients, proper communication and consistency.

FIRM INFORMATION

FIRM ORGANIZATION

K2A is led by two Principals, Joyce Nilo and Steve Kolm, who work in partnership to service client projects. For a contract such as this, often one will take the lead. For OUSD, Joyce will be the lead. When an assignment comes in, Joyce will confer with Steve to determine the most available and appropriate staff for the project. Joyce will manage and oversee each project and Steve will lead the design.



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FIRM INFORMATION

COLLABORATIVE FIRM APPROACH

With a design process firmly rooted in collaboration, K2A considers all project stakeholders as team members and engages them interactively in the planning and design process. The firm's project success has affirmed that effective participation of owners, staff, maintenance, and users enriches the design and leaves a legacy of ownership for the built project. The firm is adept at programming through user engagement so that every program is designed to fit the unique needs of the users.

Our team has a proven track record of designing projects that speak to the client's educational goals and facilities needs while also ensuring they are built on schedule and within budget. We are only able to achieve these goals through close collaboration with the entire project team. We work with the project stakeholders to determine their programmatic requirements and execute the project to our best ability within the parameters given, continuing to communicate with stakeholders to share decisions and solve potential issues. For over 30 years, K2A has successfully satisfied clients' program, schedule, and budget requirements, and has developed long-standing working relationships with our clients.

WORKING TOGETHER TO ACHIEVE EDUCATION DESIGN EXCELLENCE

Our mission is to produce environments with visual elegance and functionality that create a sense of place, enhancing the lives of those who occupy them. Difficult sites, tight budgets and aggressive schedules are parameters to challenge our creativity and elevate our professional practice. Key issues we address when creating learning environments for public school districts are:

Collaboration in Education Planning and Design: Involving the administration, faculty, surrounding community and even students provides valuable insight into the needs and objectives that the project design must follow.

Create a Healthy Learning Environment: We assess opportunities to create collaborative, healthful surroundings, maximizing natural daylight, and utilizing natural ventilation and quality HVAC systems to improve air quality.

Welcome the Community: We create spaces that welcome the community. We specify materials and furnishings with quality, flexibility, and longevity that stand the test of time.

UNDERSTANDING & INCORPORATING USER'S NEEDS

The design of publicly funded educational projects is a highly technical endeavor, yet the process must be transparent and understood by all stakeholders. As Architects, we must answer to the State and to our clients' facilities department. But ultimately, a project will only be successful when the team works closely with faculty, staff, administration, surrounding community and even students provides valuable insight into the needs and objectives of the project. Having up-front discussions can diffuse politically motivated issues, create constructive dialogue, and most importantly provide a sense of ownership for the process and built project. At K2A, our most important design skill is listening.

In order to ensure that a project conform to the requirements of the planned usage, incorporates the correct materials/equipment, and conforms to the construction cost, K2A implements a very thorough programming process with the faculty, staff, administration, community and all interested stakeholders to gather information and answer the questions of needs and wants. Depending on the size and scope of a project, we implement a variety of tools to create the vision and meet the end user requirements.

PRIORITIZING PROJECT DESIGN TO MEET BUDGET

The programming phase, whether formal or informal, is key to establishing a list of project wants and needs. Certain items such as fulfilling current code requirements, accessibility compliance, and fire life safety issues, are items that must be included in the project scope to receive approval and permitting through DSA. Other non-critical items, such as finish upgrades, add value to the finished product, however must be negotiated and agreed upon by the various stakeholders. Our experience working with public school districts has taught us that it is important to detail the wish list from various stakeholders, assign dollar values to the work, and use these details to ensure a fair distribution of resources. Having this level of transparency has proved invaluable to achieving project consensus.

SHARING INFORMATION WITH THE PROJECT TEAM

K2A works closely with all members of a project team - Construction Managers, Program Managers, Design Team, Contractors and Subcontractors - to make sure projects get completed on time and within budget. While our job is to represent the interests of our client, ultimately the project will succeed if all parties work together as an integrated cohesive team focusing on the project's schedule, budget and quality. To this end, we encourage regularly scheduled client and consultant meetings to keep the entire project team up-to-date and informed. This includes

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▲ *K2A conducted a series of community meetings to present initial design concepts for Junipero Serra Elementary School in San Francisco.*

▲ *K2A worked closely with PE instructors, administration, and the district facilities department to study programming solutions for the Mission College Wellness and Human Performance Facility.*

consistent weekly Owner/Architect/Contractor meetings held in an atmosphere of open communication to encourage team based problem solving.

Throughout the project, we will meet regularly with the larger design team to ensure the project is progressing as scheduled and that the disciplines are well integrated and documented in the drawing set. Our team will keep meeting minutes at each meeting and issue action items for completion, housed on a cloud-based system for everyone to easily access and monitor. Our project manager will track action items and monitor for completion.

We also meet early and regularly with DSA to share detailed complete notes. We not only publish these notes to the team, but we include them in the drawing sets submitted to DSA. We find that officially publishing the notes creates a consistent flow of information between the A/E team and DSA, ultimately resulting in rapid plan reviews and back-checks.

Since Covid 19 and the mandate of social distancing, we have successfully relied upon virtual meetings, sharing drawings virtually to review and address issues that may arise. This has proven to be an effective and efficient method for working with the larger project team.

STAKEHOLDER AND COMMUNITY ENGAGEMENT

In order to ensure that a project conforms to the requirements of the planned usage, incorporates the correct materials and equipment, and conforms to the budget, K2A implements a very thorough stakeholder engagement process to gather information. Depending on the size and scope of a project, we implement a variety of tools to create the vision and meet the end user requirements.

K2A has also led robust community outreach programs. We facilitate community forums, at which the community or user group proactively participates in design solutions. Over the past two decades, K2A has worked with a wide variety of community organizations, including school site committees, youth advocacy, tenant associations, and other community organizations. We believe in actively engaging the client and users in the planning and design process.

Presentation Tools: K2A is particularly skilled at working with groups of people that have no experience reading architectural drawings. We use a variety of simple plan drawings as well as three-dimensional renderings to convey the design idea. Our team members have a great deal of public facilitation skills and we take pride in our ability to communicate.

Interactive Tools: K2A also facilitates, where appropriate, more interactive exercises to engage stakeholders. Particularly with smaller groups, these activities such as workshops, design charettes, and field trips to similar projects, help the design team to better understand what is important about the client's facility.

Joyce Nilo, Senior Project Manager and Communications Manager: Our proposed Project Manager, Joyce Nilo, also directs our stakeholder engagement. She has led community outreach for such projects as Willie L. Brown Middle School for San Francisco Unified School District and Firehouse 29 for the City of Oakland. She has worked with several disparate stakeholder groups with differing agendas and is able to achieve consensus. The key to solving personality related challenges is allowing everyone to be heard. We respect

FIRM INFORMATION

everyone who is participating and allow them to voice their opinion, no matter if or how it may stray from the group. As designers, we listen to everyone and acknowledge each voice and perspective. Finally, we follow-up. Addressing all opinions and concerns, we show in a rational way how the choices we are making during design will affect the budget, schedule, and original goals and priorities which set the vision of the project. Following this process has proved very effective in achieving group consensus to move the project forward.

PROJECTS IN A POLITICAL ENVIRONMENT

For the San Francisco Unified School District Willie L. Brown Middle School project, K2A successfully managed and implemented a comprehensive and often contentious community outreach program. The first new school campus in quite a few years, the District and faculty were eager to incorporate 21st Century learning pedagogy and sophisticated educational technology into the design and architecture of the facility. The facilities staff and project management team were focused on meeting the budget and the schedule, as they had promised the neighborhood the school would open by a certain date. The neighborhood residents were angry with the District; they felt neglected and undeserved.

K2A led a comprehensive public outreach process to engage the community and cool tensions between the neighborhood and the District. The community outreach process became a restorative one, bringing quality input that influenced the meaning and focus of the design. From these meetings came the concept of the "community circle", a symbol of equality that we used as a basis for design. It was our intent that the school be a civic presence in the community and the public response not only substantiated that idea but also encouraged us to go further and include additional facilities and services to serve the neighborhood.

SCHEDULE MANAGEMENT

School building projects in particular are critically tied to schedule to meet the necessities of the academic calendar. K2A provides clients responsive service throughout all phases of design. Our firm's management is dedicated to providing the manpower and staff resources necessary to fulfill project demands. This includes producing designs on very aggressive schedules, as well as keeping up with contractors through a vigorous summer construction schedule. As architects, we share the schedule responsibility with our clients, and help manage the design and approvals time lines. Our staff is dedicated to providing the manpower and resources necessary to fulfill project demands.

For many of our projects, we are given a mandated completion date, and working backwards, we establish a reasonable construction schedule, building in time for approvals, and determine the design schedule based on the required date of submission to governing authorities and client reviews. We key each phase out into milestones with direct deliverables from our staff and consulting team members. Continual monitoring of the schedule, during design and construction, allows for an accurate assessment of progress and necessary adjustments in order to meet goals and milestones.

SCHEDULE PROBLEM SOLVING

For projects requiring tight schedules, we are resourceful in finding methods to assist us in meeting the schedule, including overlapping phases such as programming and design, or splitting work into separate phases, such as demolition as an independent contract, to begin site work while completing design and approvals. For the modernization and new construction of SFUSD's Hillcrest Elementary School, for example, K2A designed, permitted and bid the school's modernization scope separately than the new construction for the classroom building. This allowed for greater control of the contractor selection for the new construction piece and for the longer modernization portion to start sooner.

MANAGING DSA SCHEDULES

K2A has over 25 years of experience designing and managing projects requiring DSA approval. We meet with reviewers early to outline the project and address in advance any areas that may cause concern. Through our experience, we are able to anticipate DSA response and plan for a related action in the project schedule. However, in plan check, we may have a different reviewer who does not agree with the previous decision and have to adjust the schedule accordingly.

On a recent project, though DSA had indicated in a pre-check meeting that we could reuse some fire alarm equipment in a modernization, we later found that to not be the case. The K2A team worked with DSA to come up with a solution that would work for both parties and condensed the construction documents phase to make up the lost approvals time in the schedule.

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TK, PRE-K AND K-12 SCHOOL SITES

K2A has provided school facility design to districts throughout Northern California. Our team has a proven track record of designing projects that speak to the client's educational goals and facilities needs while also ensuring they are built on schedule and within budget. Over the past 30 years, we have developed longstanding working relationships with our clients, consistently meeting schedule and budget requirements. We have recently kicked-off our first project with OUSD, a contract with Verde to complete sports field projects throughout the District. Additional K-12 clients have included San Francisco Unified School District, Pacifica School District, and San Carlos School District, as well as charter school projects that have been approved by DSA and local agencies. Our relationships with these clients have resulted in multiple projects over many years. The projects have included modernization, ADA upgrades, new construction, and modular buildings, delivered in a variety of construction and management methods. Projects have included classrooms of all sizes and program type, multipurpose rooms, theaters, athletic facilities, gymnasia, offices and conference facilities, shade structures, sports fields, and play yards. K2A is able to draw on the firm's varied experience to create solutions for our clients that meet not only their cost and schedule requirements but also DSA standards.

The following projects represent those completed **in the last three (3) years**. Additional project experience si shown in Additional Data.

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HILLCREST ELEMENTARY SCHOOL SAN FRANCISCO UNIFIED SCHOOL DISTRICT

SAN FRANCISCO, CALIFORNIA

RELEVANCE:
- Public School District
- DSA Approval
- Modernization and New Construction

CLIENT REFERENCE:
Lori Shelton
former Project Manager
650.877.8700
lshelton@ssfusd.org

ROLE: PRIME; FULL AE SERVICES
DATES: AUG 18 - MAY 23
SIZE: 45,600 SF
CHANGE ORDERS: 2.8%
BUDGET: $12.5 MILLION
BID: $12,279,253
FINAL COST: $12,279,253
TEAM MEMBERS: JOYCE NILO, PM; LIAM MURPHY, JOB CAPTAIN; ANDREW SNEDEKER, DESIGNER; STEVE KOLM, PIC
CONSULTANTS: HOHBACH, AEEE, LAWS, U&R, SAYLOR
DSA NUMBER: 01-118370

K2A provided architectural and engineering services for Hillcrest Elementary School for San Francisco Unified School District, which involved modernization of the existing campus, interim housing, and a new classroom building. The project totals $19.6 million.

Completed in phases, the first phase includes modernization and interim housing. The scope of work consists of general school modernization and reconstruction including ADA access, seismic upgrades, and fire/life/safety upgrades, as well as restroom upgrades, new mechanical and plumbing and electrical systems, and new paint and finishes. Interim housing is a modular building with six classrooms, student and staff restrooms and associated utility rooms.

K2A, known to the District for quality documentation and successful DSA approvals, was handed the project when the previous architect was not performing. As a result, our team was not a part of the programming or stakeholder engagement efforts, which for a renovation also includes a comprehensive facility assessment. The team had to play catch-up, discovering and solving issues as the work was being completed on the drawings. Close communication with DSA helped to shepherd the project through approvals.

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CLEVELAND ELEMENTARY SCHOOL KINDERGARTEN BUILDING

SAN FRANCISCO UNIFIED SCHOOL DISTRICT *SAN FRANCISCO, CALIFORNIA*

RELEVANCE:
- Public School Project
- DSA Approval
- New Construction

CLIENT REFERENCE:
Ferdinand Vergeire
Project Manager
415.241.4312
VergeireF@sfusd.edu

ROLE: PRIME
DATES: MAR 20 - SEPT 23
SIZE: ~~7,200 SF~~
BUDGET: $ $6,149,282
BID: $7,391,470
FINAL COST: $8,107,965
CHANGE ORDERS: 8.8%
TEAM MEMBERS: JOYCE NILO, PM; ANDREW SNEDEKER, JOB CAPTAIN; STEVE KOLM, PIC
CONSULTANTS: HOHBACH, AEEE, LAWS, U&R, CUMMING

K2A provided design and construction administration for a new kindergarten building on the Cleveland Elementary School site. The project consisted of two components - a new building to serve the kindergarten and interim housing. With the new building are play yard improvements that include yard repairs and resurfacing, replacement of artificial turf, and redesign of green yard.

The new one-story building consists of three kindergarten classrooms with attached restrooms, one first grade classroom, and teacher meeting, lounge and work space.

Interim housing included three kindergarten classrooms with attached restrooms.

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ORTEGA ELEMENTARY SCHOOL PACIFICA SCHOOL DISTRICT

PACIFICA, CALIFORNIA

RELEVANCE:
- Public School District
- Bond Project
- Play Structure
- Sports Fields
- DSA Approval Process

CLIENT REFERENCE

Sisi Meng
Bond Project Manager
650.738.6686
smeng@pacificasd.org

ROLE: PRIME
DATES: 2022 - 2024
~~BID: $5,633,971~~
FINAL COST: $6,680,410
CHANGE ORDERS: 3.8%
~~TEAM MEMBERS:~~ JOYCE NILO, PM; PINKY KHATRI, JOB CAPTAIN; STEVE KOLM, PIC
CONSULTANTS:
HOHBACH, AEEE, VERDE

K2A provided planning and architectural design services to reconfigure the elementary campus outdoor area. Verde Design was our partner in developing a concept design for an outdoor classroom, as well as new athletic fields.

OUTDOOR LEARNING

The outdoor learning area reclaims an underused courtyard between classroom buildings. The existing 30% slope between the classroom courtyard provides not only challenges from an accessibility standpoint for students with disabilities, but also a unique opportunity to incorporate a play element at the south corner. A ramp provided equal access to an outdoor learning area with bench seating. The 3' tall retaining wall between the classroom building and the proposed outdoor classroom space provides a perfect spot for school art projects.

SPORTS FIELDS

New sports fields include baseball and soccer featuring artificial turf to support not only the students' physical education and play but also to be used by the community.

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OCEAN SHORE ELEMENTARY SCHOOL PACIFICA SCHOOL DISTRICT

PACIFICA, CALIFORNIA

RELEVANCE:
- Public School District
- Bond Project
- Play Structure
- Sports Fields
- DSA Approval Process

CLIENT REFERENCE:
Sisi Meng, Bond Project Manager
650.738-6686
smeng@pacificasd.org

SIZE: 34,000 SF
DATES: 2022 (PHASE 1); 2025 (PHASE 2)
ROLE: PRIME; FULL AE SERVICES
TEAM MEMBERS: STEVE KOLM, PIC, JOYCE NILO, PM, LIAM MURPHY, JOB CAPTAIN; U&R HOHBACH, AEEE, LAWS, ANLA
COST: $618,217; COS 8.7%; $3,108,598 (BID); COS $41,609 (TO DATE)
DSA NUMBER: 01 119681

K2A is providing architectural services for several projects at the elementary school. The first project is a modernization to address deferred maintenance items. Work included exterior lighting repair, window shade replacement, sandbox removal, play structure replacement and new safety surfacing, and kiln upgrade. The project completed construction in summer 2022.

The second project is an extension of Classroom Wing D. The project involves extending the classroom wing with the construction of a custom modular unit. Because there is no swing space on campus, construction must be completed in the three-month summer window. To do so, the prefabricated building must be constructed off-site and essentially dropped into place and hooked up to utilities. The extension of the classroom wing cut off existing bathroom access, so the bathrooms will also be renovated. This project is in design with a scheduled construction date of 2023.

The third project, currently in design, provides a new band room, also a modular building customized to this purpose. Working with the vendor, we have incorporated a volume ceiling for better acoustics and to accommodate instrument storage. A clerestory ensures access to daylight. The prefabricated building will be placed on campus in summer 2024.

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BRENTWOOD ACADEMY THE PRIMARY SCHOOL

EAST PALO ALTO, CALIFORNIA

CLIENT CONTACT:
The Primary School
Courtney Garcia
650.396.2779

ROLE: PRIME; FULL AE SERVICES

TEAM MEMBERS: STEVE KOLM, PIC, TYSON SCHWARTEN, PM; HOHBACH-LEWIN - STRUCTURAL; LAWS - MECH/PLUMB; AEEE - ELEC; U&R - CIVIL; ANLA - LANDSCAPE

COMPLETION: 2022

COST: $4,501,586, 0% COS

DSA SUBMISSION: 12/2020

The project entailed modernization of an existing elementary school campus that was closed by the Ravenswood School District to house a new charter school. The Primary School is a new model that combines learning with social and health care services to provide better outcomes for children in high-risk areas.

Work on the existing campus included upgrades to classroom building, pre-K classroom, restrooms, and system upgrades to HVAC and fire alarm. Site work included alterations to the parking lot, fences and gates.

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VOICES ACADEMY

MORGAN HILL, CALIFORNIA

RELEVANCE:
- K-12 School
- DSA Approval
- New Campus
- Modular Construction

CLIENT REFERENCE:
Mary Grace Houlihan
Pacific Charter School Development
510.288.3645
marygrace@pacificcharter.org

SIZE:
DATES: 2022 - 2024
ROLE: PRIME; FULL AE SERVICES
TEAM MEMBERS: STEVE KOLM, PIC, TYSON SCHWARTEN, PM; HOHBACH, BELLECCI & ASSOCIATES, ANLA
COST: $12,534,195 (ESTIMATE)
$13,137,292 (BID)
$13,190,653 (FINAL)
DSA: SUBMITTED 12/22

The new K-8 public charter school campus comprises two new, one-story modular buildings with 18 classrooms and related administrative areas, as well as an outdoor covered lunch area, a quiet garden and two playgrounds.

Community Support

As the site is on a prominent corner near the town's downtown core, the new school was a point of interest for the community. K2A assisted the school in over three years of planning, advocacy, and developing community partnerships to gain support for the new school. K2A's purposeful site planning took into account how the school would be viewed by public on the thoroughfare, and gained the approval of community leaders.

FIRM INFORMATION

K2A KEY PERSONNEL

Our proposed team of K2A staff have worked together on various education projects from planning through design, approvals and construction. Joyce Nilo will address each project opportunity by assessing project needs to assign appropriate K2A staff and engage the engineers and specialty consultants that are necessary to meeting project goals and successfully completing the work.

- **JOYCE NILO** PRINCIPAL-IN-CHARGE / SENIOR PROJECT MANAGER

  As Senior Project Manager, Joyce takes on a higher level of project responsibility, managing the client relationship, establishing budgets, and preparing project schedules. She will be the main point of contact for project assignments, leading the design team and interacting with HUSD staff and stakeholders, including making presentations to boards and committees. Joyce is supported by a K2A Job Captain who will lead the production of construction documents. Joyce also spearheads the stakeholder engagement process. She is particularly adept at bringing disparate groups to consensus for successful project outcomes.

- **STEVE KOLM** DESIGN PRINCIPAL

  As Principal in Charge of our K-12 studio, Steve oversees each project and is the primary point of accountability for the performance of all services. Steve will attend all key project meetings, make presentations to key stakeholders, oversees all major decisions, and is available for any task that is required. Steve is also the lead designer for the project, responsible for the design direction and overall look and intention of each project.

- **PINKY KHATRI** JOB CAPTAIN

  Pinky supports Joyce and manages smaller projects, coordinating details related to planning and design, overseeing production of project construction documents, managing submittals to DSA and other agencies having jurisdiction, and communicating with clients. Her recent experience has ranged from smaller projects such as portable relocations, EV charges and sports fields, to more complex projects that include a new makers space building and K-12 campus modernizations.

- **TYSON SCHWARTEN** JOB CAPTAIN

  Tyson supports Joyce on the delivery of both new construction and modernization projects. He is adept at managing the consultant team; planning, coordinating and overseeing production of project construction documents; and interfacing with the contractor in the field. His involvement with projects is from conceptual design to final construction completion.

- **LIAM MURPHY** DESIGNER / JOB CAPTAIN

  As a key member of the design team, Liam supports the project manager throughout the course of the project, including participating in stakeholder engagement meetings to ensure decisions are carried forward in the design, coordinating subconsultants, creating quality design documentation, and following through during construction administration.

- **GAIL GORDON** INTERIOR DESIGN DIRECTOR

  Gail will work with the team and the client throughout programming and design, specifically on space planning and interior design of the project, including selection of all furnishings and finishes. She also manages purchasing services for all furnishings and provide interior finish specifications for construction documents.

LITIGATION

LITIGATION

K2A Architecture + Interiors has not had any incidents of litigation, arbitration, or a negotiated settlement since the firm's founding.

PROFESSIONAL FEES

ARCHITECTURAL SERVICES

Fees for standard architectural services include consulting services such as civil engineering, structural engineering, mechanical engineering, plumbing engineering, electrical engineering, and landscape architectural services. Fee basis includes all required services for State agency processing and approval, such as CDE, OPSC, DSA, and any local jurisdiction authority.

Geotechnical reports, environmental studies, testing & inspection services, site boundary surveys, site topographic surveys, and review / approval fees are not included in the fee basis as these are typically contracted separately by the School District.

ADDITIONAL SERVICES

K2A provides additional value to clients by offering in-house services such as interior design and LEED certification. Additional architectural services include including feasibility studies, planning, and public outreach.

FEES

K2A often works on projects funded by OPSC or with school districts who use the State fee structure. In those instances, we work within the requirements for what is considered standard versus additional services.

Actual fees and the way that we calculate them vary based on a project's specific requirements. For instance, we would approach a new construction project quite differently than a modernization. We can, however, offer you at this time a schedule of our hourly rates. Having worked with school districts for 30 years, we keep our rates low to service publicly funded projects.

HOURLY RATES

POSITION:

Principal	$235
Project Manager	$195
Interior Designer	$185
Job Captain	$175
Architectural Designer	$155
Administrative Support	$85

The rates listed are the project standard rates for the employee billing classifications shown. Please note that employee project related titles may differ from billing classifications, and that rates are subject to annual adjustment.

REIMBURSABLES

Standard reimbursable expenses, such as reproduction, copies and delivery, are billed at 1.1 times direct cost.

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ADDITIONAL DATA

KEY TEAM MEMBER RESUMES

ADDITIONAL PROJECT EXPERIENCE

CERTIFICATE OF INSURANCE

LOCAL BUSINESS UTILIZATION PLAN

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JOYCE NILO LEED® AP PRINCIPAL IN CHARGE / SENIOR PROJECT MANAGER

Joyce Nilo joined K2A in 1996 and has more than nineteen years of professional architectural experience in design, production and management of institutional and educational buildings. As principal, Joyce is responsible for providing direct supervision over projects. You can count on Joyce's unwavering attention to detail, and her clear and direct communication. She is a hands-on leader and takes on the day-to-day responsibilities of projects, including consultant coordination and is the daily client contact. She ensures that all programmatic requirements are properly documented and oversees document production.

EDUCATION

Bachelor of Arts in Architecture, University of California Berkeley, 1994

REGISTRATION

Licensed Architect of California, License number C34184

USGBC LEED Accredited Professional

REPRESENTATIVE EXPERIENCE, partial list

Hillcrest Elementary School Modernization, *San Francisco, CA*
Project Manager for an $19.6M multi-phase project to modernize an existing campus including renovation, interim housing, and new classroom building.

Cleveland Elementary School Kindergarten Building, *San Francisco, CA*
Principal in Charge and Project Manager for a $5M new kindergarten building and play yard on an existing campus. Project included interim housing.

Willie L. Brown Jr. Middle School, *San Francisco, CA*
Project Manager for a new $44.6 million, 88,000 sf middle school for SFUSD. Created through a highly collaborative community-focused design process, the new, three-building campus includes a wellness center and fitness facility to serve the community. K2A is the bridging document architect for this design build project. Joyce continues to interface with the design builder throughout construction.

Juniperro Serra Elementary School, *San Francisco, CA*
Principal in Charge of the modernization, of a 34,200 sf, 1977 building, serving 270 students in grades K-5, and the addition of a new, 2-story classroom and multipurpose building. Split into two packages, the project totals $10 million. Joyce led the K2A team in conducting an extensive public outreach process concurrent to the programming phase to ensure the community's interests were represented in the new school.

Presidio Middle School, *San Francisco, CA*
Principal in Charge for a $15 million general modernization that included accessibility and life safety upgrades, as well as improvements to classrooms, choral, orchestra, band, and dance rooms, cafeteria, gym, counseling offices, and other support spaces. Joyce was also the Project Manager for a $3.52 million modernization completed in 2002 that provided additional accessibility, electrical, and technology upgrades, as well as conversion of an outdated industrial arts wing into six new science labs and renovation of the auditorium.

Ortega Elementary School Outdoor Program, *Pacifica, CA*
Principal and Project Manager for a new outdoor learning area and sports fields. The outdoor learning area takes advantage of a space between classrooms with various seating areas to host outdoor classes and study. The new artificial sports fields are for soccer and baseball.

SFUSD Measure A Bond Projects, *San Francisco, CA*
The Bond Measure A modernization projects total over $40 million, and focus on ADA Accessibility & Fire Life Safety upgrades. As the Project Manager for multiple school sites, Joyce balanced her responsibilities on the complex, multi-phased Aptos Middle School with Francis Scott Key Elementary. Joyce was also involved in the client coordination for Downtown High School, Spring Valley Elementary School, and Burnett Child Development Center.

Civic Center Campus, City College of San Francisco, *SF, CA*
Project Manager for a two-phase conversion of three floors of a leased office building into classrooms and support space. K2A provided design, as well as procurement services related to furniture and audio-visual equipment.

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STEVE KOLM DESIGN PRINCIPAL

As principal of K2A, Steve Kolm has over 30 years of professional architectural experience in the design and project management of academic, public sector, non-profit, and urban design. Steve has extensive experience in all phases of projects, from programming through construction, and specializes in California publicly funded education projects. Mr. Kolm serves as the team leader and primary client contact.

EDUCATION

California State University, San Luis Obispo, Bachelor of Architecture, 1982

REGISTRATION

Licensed Architect of California, License number C15946

REPRESENTATIVE EXPERIENCE, partial list

Willie L. Brown, Jr. Middle School, *San Francisco, CA*
Principal in Charge and Designer for a new $50 million, 88,000 sf middle school for SFUSD. Created through a highly collaborative community-focused design process, the new, three-building campus includes a wellness center and fitness facility to serve the community. K2A is the bridging document architect for this design build project. Steve also participated in the selection of the design build team, on behalf of the District.

Dianne Feinstein Elementary School, *San Francisco, CA*
Principal-in-Charge for the $14.8 million new 64,000 sf multi-story elementary school for 500 students. Designed to accommodate a small sloping site, this project provides a strong urban presence in San Francisco's Parkside neighborhood. The project includes 26 classrooms, multipurpose room, library and art room.

Hillcrest Elementary School Modernization, *San Francisco, CA*
Principal Designer for an $19.6M project that included modernization, interim housing, and new classroom building.

Cleveland Elementary School Kindergarten Building, *San Francisco, CA*
Principal Designer for a new one-story building consisting of three kindergarten classrooms with attached restrooms, one first grade classroom, and teacher meeting, lounge and work space, as well as new play yard and green yard.

Junipero Serra Elementary School Modernization, *San Francisco, CA*
Principal Designer for modernization and the addition of a new, 2-story classroom and multipurpose building.

SFUSD Measure A Bond Projects, *San Francisco, CA*
Principal-in-Charge for several modernization projects totaling over $40 million. The projects focus on ADA Accessibility & Fire Life Safety upgrades and include: Aptos Middle School, Downtown High School, Spring Valley Elementary, Burnett Child Development Center, and Francis Scott Key Elementary.

Ocean Shore Elementary School Modernization,*Pacifica, CA*
Principal in Charge and Designer for several projects on the school campus, including a modernization, classroom wing extension, and new band room.

San Carlos School District On-Call Architectural Services, *San Carlos, CA*
Principal in Charge for a contract to provide architectural services to the District on an as-needed basis. Projects included portables and a new multipurpose building for Heather Elementary School.

DCP Alum Rock Middle School, *San Jose, CA*
Principal in Charge for a new, 6,100 square foot building to provide space for a new, multi-disciplinary teaching program for Alum Rock Middle School. The FabLab program is a platform for learning which provides hands on education combining science, technology, engineering, and mathematics.

Aspire Public Schools, Northern California
As Principal-in-Charge of all K2A Aspire projects, Steve oversees the design and ensures the projects are completed on time and on budget.

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TYSON SCHWARTEN JOB CAPTAIN

Tyson has been with K2A since June 2007 and brings over a decade of professional architectural experience, with an emphasis on public construction projects. His knowledge extends from initial design through construction administration. As Job Captain, Tyson is responsible for planning, coordinating and overseeing production of project construction documents. He works closely with the Project Manager and clients to ensure that the programmatic requirements are met and construction documents are complete. In addition, Tyson performs construction management services, overseeing the work of the contractor on behalf of our public and charter school clients.

EDUCATION

Master of Architecture, Montana State University, Bozeman, Montana, 2004

Bachelor of Arts in Environmental Design, Montana State University, Bozeman, Montana, 2003

Bachelor of Arts in Psychology, University of Colorado, Boulder, 1995

REPRESENTATIVE EXPERIENCE, partial list

Heather Elementary School Upgrades, San Carlos School District, *CA*
Project Manager for various program upgrade projects at Heather Elementary School, including a multi-purpose facility upgrade, new classroom for SMART-E afterschool program, and portable classroom for the pre-school program. Heather Elementary is a public charter school serving students in grades Kindergarten through grade four on an eleven acre campus.

Tierra Linda Pre-K Addition, San Carlos School District, *San Carlos, CA*
Project Manager for the addition of a pre-school program on the Tierra Linda campus. The new modular building includes two pre-kindergarten classrooms, four administrative office spaces, adult and pre-k restroom facilities, and a break/meeting room with kitchenette.

Francis Scott Key Elementary School, SFUSD Measure A, *San Francisco, CA*
Job Captain for $8 Million Elementary School Modernization project. The focus of work is ADA and fire life safety upgrades. This modernization project is part of the State School Facilities Program.

Aptos Middle School, SFUSD Measure A Bond Project, *San Francisco, CA*
Job Captain for $14 Million Middle School Modernization project. The scope of work includes ADA upgrades, elevator addition, and fire life safety upgrades. This project, currently completed, is part of the State School Facilities Program.

Downtown High School, SFUSD Measure A, *San Francisco, CA*
Job Captain for $7 Million High School Modernization project. The focus of work is exterior and interior ADA upgrades, restroom reconstruction, elevator addition, and fire life safety upgrades. Additionally, there is a new kitchenette in the teachers' lounge, and custom graphic way finding signage throughout the facility. This modernization includes the upgrade of nineteen classrooms and specialty spaces to support school's uniquely challenging curriculum, while creating a safe, accessible and welcoming environment to the community.

La Vista Charter School, The Primary School, *Hayward, CA*
Project Manager for a new charter school that is part of a larger development of affordable housing. The pre-K program will be housed in 10,000 sf on the ground floor of the apartment building adjacent to the new school. The 24,000 sf, two-story K-5 school building consists of classrooms that feature indoor/outdoor learning connections to the play yard that also provides a lunch shelter.

Aspire Ben Holt Academy Cultural Center, *Stockton, CA*
Project Manager for a new, multipurpose building on an existing charter school campus, also designed by K2A.

Aspire Golden State Preparatory Academy Gymnasium, *Oakland, California*
Architectural services for the design and construction of a new gymnasium on an existing charter school campus.

Aspire East Palo Alto Phoenix Academy, *Palo Alto, California*
Project Manager for the next phase of a new school campus project, a new, spacious multi-purpose/gymnasium facility to serve the physical education curriculum, function as the school's cafeteria, and offer a gathering place for school events.

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NIRUPAMA "PINKY " KHATRI JOB CAPTAIN

Pinky Khatri has been with K2A since 2013, offering strong experience in public education projects and LEED administration. She has experience with a variety of project types from modernization, new construction, tenant improvements, modular construction, to a 100,000 sq ft community college building. As Project Manager, Pinky is responsible for planning, coordinating and overseeing production of project construction documents, interfaces with the specification writer and the construction administrator/manager on the technical aspects of construction documents.

EDUCATION

Bachelor of Architecture, California College of the Arts, 2001

Bachelor of Arts, Psychology,
University of California, Berkeley, 1981

REPRESENTATIVE EXPERIENCE, PARTIAL LIST

Presidio Middle School Modernization, *San Francisco, CA*
Project Manager for a $15M modernization of a 132,000 sf, 1930 art deco campus, serving 1,200 students in grades 6-8, for San Francisco Unified School district. In addition to accessibility and life safety upgrades, the modernization updated classrooms, cafeteria, gym and locker rooms, counseling offices, and other support spaces. With particular attention to and support of the arts, specialized classrooms such as choral, orchestra, band and dance were also renovated.

Junipero Serra Elementary School Modernization, *San Francisco, CA*
Project Manager for the modernization, of a 34,200 sf, 1977 building, serving 270 students in grades K-5, for San Francisco Unified School district and the addition of a new, 2-story classroom and multipurpose building. Split into two packages, the project totals $10M. Pinky and the K2A team conducted an extensive public outreach process concurrent to the programming phase to ensure the community's interests were represented in the new school.

Downtown College Preparatory FabLab/Multi-use Building, *San Jose, CA*
Quality Administration/Quality Control role for a new 6,100 sf building to provide space for a new, multi-disciplinary teaching program. The new building, created to support the 21st Century Learning program, features a FabLab Tech Shop, Workshop and multi-purpose space, and support space that includes administration, food service, and storage.

Martin Luther King Jr. Academy, *Sausalito, CA**
Intermediate Designer, Model Manager, and LEED Administrator for a new 2-story 25,000 sf middle school consisting of 3 wings - a multipurpose room, classroom wing, and a center classroom and administration building. Pinky developed and maintained a 3-D model using REVIT and also worked with DSA to meet all applicable regulations. During the construction administration phase, she added her expertise to the review of submittals and RFI's.

K-12 School Modernizations, *San Francisco, CA**
Junior Designer for a 2003 San Francisco Unified School District Bond program that included E.R. Taylor Elementary School, Thurgood Marshall High School, and West Portal Elementary School. These modernizations consisted primarily of ADA compliance and fire life safety upgrades, and new configurations for classrooms and science rooms.

CCSF - Multi-Use Building, *San Francisco, CA**
LEED Administrator for a facility that serves four college departments. The building houses general and specialized classrooms, offices, computer labs, student services, and a cafe. It also contains the geothermal central plant which serves all buildings on this campus expansion site. The project earned a LEED Gold rating. Key features include extensive natural ventilation, photovoltaics, a vegetated roof, high level of energy efficiency, and abundant windows.

** projects completed while at a previous firm*

LIAM MURPHY ARCHITECTURAL DESIGNER / JOB CAPTAIN

Liam Murphy is a strong support team player, acting as Job Captain and Project Designer for both renovation and new construction projects for public and charter schools. His experience on projects ranges from assessment through construction administration. Well-versed in BIM and Revit, Liam oversees Revit models for projects, coordinating with subconsultants and creating comprehensive construction documents. He has also established Revit standards for the firm.

EDUCATION:

B.A. Architecture, University of Southern California

REPRESENTATIVE EXPERIENCE, PARTIAL LIST

Hillcrest Elementary School Modernization, *San Francisco, CA*
Job Captain for an $19.6M multi-phase project to modernize an existing campus including renovation, interim housing, and new classroom building.

Junipero Serra Elementary School, *an Francisco, CA*
Modernization of a 34,200 sf, 1977 building, serving 270 students in grades K-5, and construction of a new, 2-story classroom and multipurpose building. Liam was the Project Designer, working with the team to create construction documents. He was also the team's BIM Manager, responsible for the project Revit model.

Presidio Middle School, *San Francisco, CA*
Project Designer for general school modernization that included upgrades to classrooms, cafeteria, gym and locker rooms, counseling offices, and other support spaces. With particular attention to and support of the arts, specialized classrooms such as choral, orchestra, band and dance were also renovated.

Willie Brown Middle School, *San Francisco, CA*
Project Designer for a new 88,000 sf middle school in Bayview. SFUSD's first ever Design-Build project, K2A provided bridging documents.

Ocean Shore Elementary School Modernization, *Pacifica, CA*
Job Captain for several projects on the school campus, including a modernization to address deferred maintenance, new classroom wing extension, play structure, and new customized modular band room.

St. Charles School, *San Mateo, CA*
Project Manager for a new multipurpose building on the existing school campus.

Mission College Wellness and Human Performance, *Santa Clara, CA*
The new WHP facility is an addition to the existing gymnasium and encompasses four main studio spaces, as well as faculty offices and support spaces in its 13,692 sq. ft. footprint. The main program components include: a Fitness Studio, Dance Studio, Weight Training Facility, and a Specialized Equipment Lab (for Adaptive PE). An outdoor fitness area extends program opportunities, for Cross-Fit and other specialized training regiments. Liam participated in the project from its inception with a thorough assessment of the existing facility, through design, and providing construction support.

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GAIL GORDON LEED® AP INTERIOR DESIGNER

Gail Gordon has over 25 years of experience working with architecture firms to provide interior design services to diverse client projects. Her broad range of experience includes institutional, civic and commercial projects. Collaborating closely with clients in the initial project phases, she is able to establish an achievable design direction. Gail specializes in guiding clients through the design process to create unique interiors while meeting budget and schedule objectives. Gail began her career as a graphic designer working for an international architectural/interiors firm. After returning to school to study interior design, she has dedicated her professional life to creating exceptional interiors projects. Her projects have been honored with publication and design awards.

EDUCATION

Interior Design Program, UC Extension, San Francisco

Bachelor of Arts in Art History, University of California, Berkeley

CERTIFICATION

USGBC LEED Accredited Professional

REPRESENTATIVE EXPERIENCE, partial list

Junipero Serra Elementary School Modernization, *San Francisco, CA*
Interior Designer for a $5.5 million modernization of a 34,200 sf, 1977 building, as well as a new addition. The San Francisco Unified School District school serves 270 students in grades K-5.

Presidio Middle School Modernization, *San Francisco, CA*
Interior Designer for a $10 million modernization, of a 132,000 sf, 1930 art deco campus, serving 1,200 students in grades 6-8, for San Francisco Unified School District.

Civic Center Campus Remodel, City College of San Francisco, *CA*
Interior Designer for the renovation of three floors of an existing building for CCSF. The project provides classroom and office space to allow for 21st Century learning. Smart classrooms are equipped with flexible furniture and audio-visual technology. Project also features a computer lab and library and learning lab.

GSA, Interior Design IDIQ, Region 9, *San Francisco, CA*
Interior Designer for various GSA projects. Services include programming, design documents, and management and selection of furniture and furnishings.

Mission College Wellness & Human Performance, *Santa Clara, CA*
Interior Designer for a $5.56 million 13,000 sf new construction, athletics facility. This project will include dance studios, weight rooms, athletic classroom, faculty offices, and adaptive PE. The building design will tie the project into the existing athletics and locker room facilities, as a part of the campus masterplan implementation.

University of California, San Francisco, *San Francisco, CA*
Interior Design for multiple, simultaneous projects over three campuses ranging from 1,000 to 10,000 sf. Work consists of office improvements, including combining suites, creating private offices, new system furniture, new paint and carpet, improved finishes, new doors, and restroom upgrades. Various projects are currently in various stages of design and construction.

University of California Extension, *San Francisco, CA*
Design of Art and Design program's educational facility including classrooms, administrative offices and gallery space, 25,000 sf.

University High School, *San Francisco, CA*
Upgrade of three existing facilities providing ADA compliance, updated systems, lighting, furniture and finishes. One facility was renovated from a parking garage in to a classroom building, 70,000 sf.

USF School of Business,*San Francisco, CA*
Design and integration of new building interiors with renovation of existing facilities totaling 75,000 sf.

Marin County Office of Education, *Terra Linda, CA*
Update of existing 1960's administrative offices including space planning and the selection of finishes and furniture, totaling 55,000 sf.

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WILLIE L. BROWN JR. MIDDLE SCHOOL SAN FRANCISCO UNIFIED SCHOOL DISTRICT

SAN FRANCISCO, CALIFORNIA

RELEVANCE:
- Public School District
- DSA Approval
- CHPS Specifications
- New Construction
- Sustainability: Use of daylighting; Solar panels seek to produce 60% of the school's energy needs

CLIENT REFERENCE:
Alberto Vasquez
former Project Manager
415.730.8615
avasquez@ccsf.edu

ROLE: PRIME/BRIDGING DOCS
SIZE: 88,000 SF
DATES: JAN 12-OCT 15
NOTICE OF COMP/
DSA FINAL CERT: OCT 15
BUDGET: $46 MILLION
BID: $46 MILLION
FINAL COST: $51 MILLION
TEAM MEMBERS: JOYCE NILO, STEVE KOLM
CONSULTANTS: HOHBACH, ANLA, SAYLOR, U&R
DSA NUMBER: 01-113262

The Willie L. Brown Jr. Middle School's vibrant new design stems from its comprehensive community process. Collaborating with parents, administrators, educators and community leaders, its two buildings wrap around a central "community hub," creating an inclusive campus environment, based upon the principles of restorative justice. Sited on the corner of Silver and Revere, the new state-of-the-art, 88,000 square foot middle school terraces the steeply sloping site.

Located in the historically underserved Bayview neighborhood, the new middle school seeks to serve its community in several ways; including public access to the school gymnasium, library and multi-purpose building. The school's Wellness Center offers dental, healthcare, fitness and counseling services to any SFUSD students in need.

K2A incorporated the principals of sustainable design, using the California High Performance School (CHPS) metrics. Natural lighting is incorporated throughout; solar panels seek to produce 60% of the school's energy needs, and rainwater is harvested for the outdoor community and teaching gardens.

The project was completed through design-build delivery, with K2A completing bridging documents, which were equivalent to a Design Development drawing set, and continued to provide support to the District through construction.

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PRESIDIO MIDDLE SCHOOL SAN FRANCISCO UNIFIED SCHOOL DISTRICT

SAN FRANCISCO, CALIFORNIA

RELEVANCE:
- Public School District
- DSA Approval
- Modernization
- Gymnasium

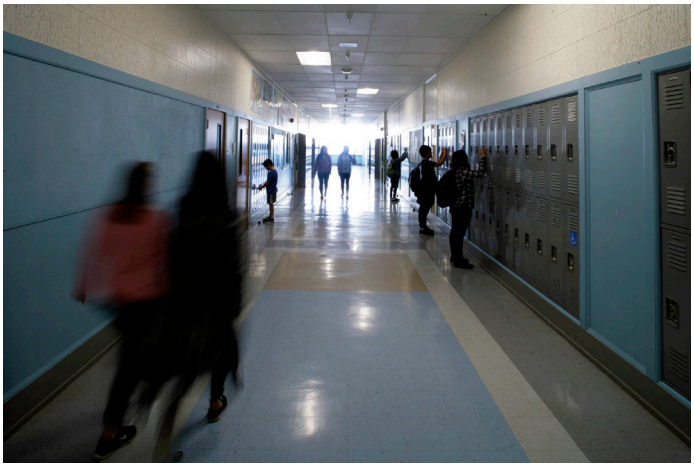
CLIENT REFERENCE:
DeWitt Mark, Project Manager
415.241.6152,
markD@sfusd.edu

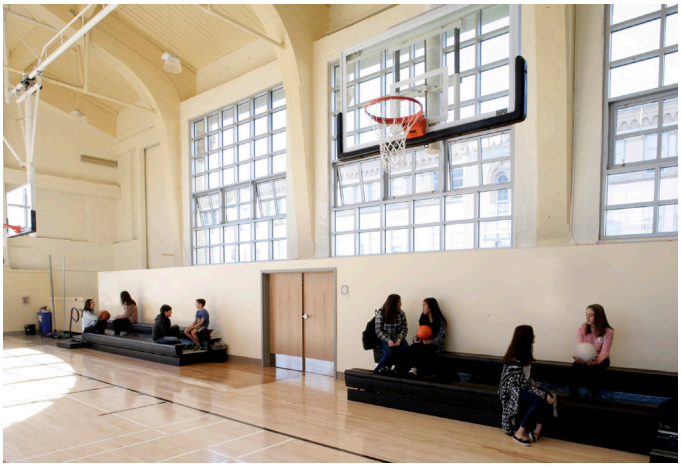
ROLE: PRIME; FULL AE SERVICES
SIZE: 132,000 SF
DATES: MAR 13-AUG 16
NOTICE OF COMP/
DSA FINAL CERT: FEB 17
CHANGE ORDERS: $1,898,283 (bid alternates; only 3% of COs are design-related)
BUDGET: $12,935,547
BID: $13,443,050
FINAL COST: $15.3 MILLION
TEAM MEMBERS: JOYCE NILO, PM; PINKY KHATRI, JC; STEVE KOLM, PIC
CONSULTANTS: MBC, LAWS, F.W. ASSOC., U&R, ANLA
DSA NUMBER: 01-114321

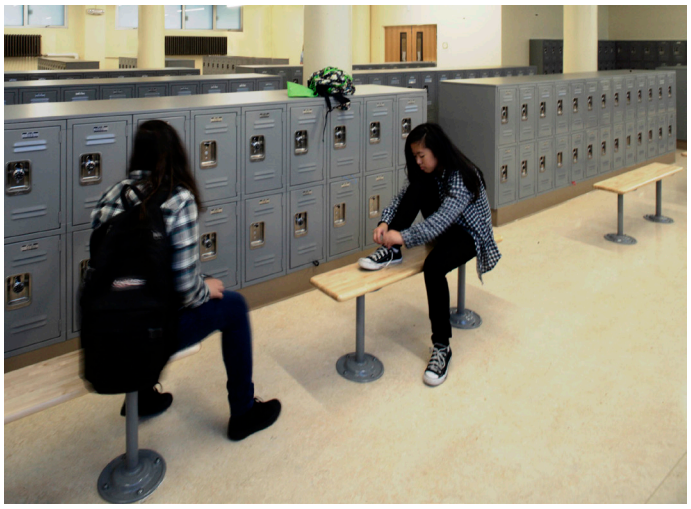
K2A completed a $15 million modernization of a 132,000 sf, 1930 art deco campus, serving 1,200 students in grades 6-8, for San Francisco Unified School District. The project included accessibility and life safety upgrades, as well as improvements to classrooms, choral, orchestra, band, and dance rooms, cafeteria, gym and locker rooms, counseling offices, and other support spaces.

K2A completed a previous phase of modernization for the same campus in 2002 that addressed the steeply sloping site which caused many level changes on the main academic wing's three floors. These level changes required creative ADA upgraded solutions, negotiated with the Division of State Architect. Also in that phase, K2A converted an outdated industrial-arts wing into six new science laboratories that feature new movable whiteboards with access to storage cabinets behind. Surface mounted wire molding upgraded electrical and data runs. ADA accessible counters and sinks were added in the classrooms, as well as an accessible demonstration table for science teachers.

The period exterior and interior finishes were designed to compliment and accent the Art Deco features of this historic academic site.







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JUNIPERO SERRA ELEMENTARY SCHOOL SAN FRANCISCO UNIFIED SCHOOL DISTRICT

SAN FRANCISCO, CALIFORNIA

RELEVANCE:
- Public School District
- DSA Approval
- Modernization and New Construction

CLIENT REFERENCE:
John Dutch, Construction Services Manager, AECOM
415.241.6152 ext1533
john.dutch@aecom.com

ROLE:PRIME; FULL AE SERVICES
DATES: MAR 15 - FEB 18
SIZE: 34,200 SF
NOTICE OF COMP/DSA FINAL CERT: JUN 18
CHANGE ORDERS: $1.1 M
BUDGET: $10,950,000
BID: $11,252,427
FINAL COST: $12.4 MILLION
TEAM MEMBERS: JOYCE NILO, PM; PINKY KHATRI, JC; ALEX SWINNEY, JC; STEVE KOLM, PIC
CONSULTANTS:
MBC, AEEE, LAWS, U&R, SAYLOR
DSA NUMBER: 01-116197

K2A is providing design and construction support for Junipero Serra Elementary School, a $12.4 million modernization of a 34,200sf, 1977 building, serving 270 students in grades K-5, for San Francisco Unified School District. The project also includes construction of a new, 2-story classroom and multipurpose building.

In conjunction with a comprehensive programming process, K2A led stakeholder engagement and community outreach meetings to hear their concerns and determine the needs for the school and the neighborhood. As a result of that process, the District determined that the school needed additional space and changed the scope of the project from just modernization of the existing school to both modernization and addition of the new building.

ARCHITECTURE
+ INTERIORS

HEATHER ELEMENTARY SCHOOL SAN CARLOS UNIFIED SCHOOL DISTRICT

SAN CARLOS, CALIFORNIA

RELEVANCE:
- Public School District
- Bond Project
- Modernization
- DSA Approval

CLIENT REFERENCE:
Robert Porter, Chief Operations Officer, San Carlos School District
rporter@sancarlos.k12.ca.us

ROLE: PRIME
DATES: SEPT 13 - AUG 15
NOTICE OF COMP/DSA FINAL CERT: OCT 15
BUDGET: $1.2 MILLION
BID: $1.2 MILLION
FINAL COST: $1.14 MILLION
DELIVERY: LEASE-LEASEBACK
TEAM MEMBERS: TYSON SHWARTEN, PM; STEVE KOLM, PIC
CONSULTANTS:
HOHBACH, ALFATECH, U&R, SAYLOR

K2A provided design and construction management services for the renovation of the multipurpose building and courtyard, as well as other associated site work path of travel improvements on the Heather Elementary School campus. The 5,100 square foot building is used for assembly, lunch, instruction, and after-hours community meeting space, and includes a stage with associated AV equipment, stackable tables and chairs, and access to the courtyard. The project also addressed accessibility upgrades to the building and the site, including ramp and sloped walkway.

In addition to full design services, K2A provided construction management services, overseeing and administering the work of the contractor, including leading weekly construction meetings, maintaining submittal and RFI logs, and reviewing and approving contractor progress payments.

K2A
ARCHITECTURE
+ INTERIORS

FRANCIS SCOTT KEY ELEMENTARY SAN FRANCISCO UNIFIED SCHOOL DISTRICT

SAN FRANCISCO, CALIFORNIA

RELEVANCE:
- Public School District
- DSA Approval
- Modernization

CLIENT REFERENCE:
Kristen Raymond, Sr. Project Mgr
Facilities - Bond Program
415.24.-6152 X 1553
HarperK@sfusd.edu

ROLE: PRIME
SIZE: 51,000 SF
DATES: OCT 09 - AUG 12
NOTICE OF COMP: NOV 12
DSA FINAL CERT: YES
CHANGE ORDERS: $437,312
BUDGET: $7,400,000
BID: $6,477,728
FINAL COST: $7.8 MILLION
TEAM MEMBERS: JOYCE NILO, PM; STEVE KOLM, PIC
CONSULTANTS:
MBC, F.W.ASSOC., LAWS, U&R, SAYLOR

Francis Scott Key Elementary School, originally constructed in 1934, is a magnet school for children with severe disabilities; currently 12% of the student body is enrolled in a special needs program. The school building consists of 26 - K-5 classrooms, plus 4 classrooms dedicated to special needs students, over two split-leveled stories. K2A's scope of work for the modernization includes ADA upgrades, and Fire-Life Safety upgrades; including second story exit balconies, and complete fire sprinkler and fire alarm systems. The Francis Scott Key modernization also includes an elevator addition, new kitchen, lighting, boilers, a new roof, as well as clocks and bells. Restrooms will be renovated to be fully ADA compliant, and serve the large special needs population. In keeping with the school's Art-Deco history, a paint scheme has been developed for the exterior and interiors, as well as new flooring throughout. Additionally, old portable buildings on the site will be replaced with permanent modular classrooms.

K2A involves the administration, principals, teachers, parents and students to provide valuable insight into the needs and objectives that the project design must follow. Scheduled presentations allow the school community to stay abreast of the design decisions and construction progress.

K2A
ARCHITECTURE
+ INTERIORS

APTOS MIDDLE SCHOOL MODERNIZATION SAN FRANCISCO UNIFIED SCHOOL DISTRICT

SAN FRANCISCO, CALIFORNIA

CLIENT REFERENCE:
Kristen Raymond, Sr. Project Mgr
Facilities - Bond Program
415.24.-6152 X 1553
HarperK@sfusd.edu

ROLE: PRIME
SIZE: 146,226 SF
DATES: OCT 07 - OCT 10
NOTICE OF COMP/
DSA FINAL CERT: JAN 11
CHANGE ORDERS: $2.6 M
BUDGET: $11,010,478
BID: $12,014,649
FINAL COST: $14,100,000
TEAM MEMBERS: JOYCE NILO, PM; STEVE KOLM, PIC
CONSULTANTS:
MBC, F.W.ASSOC., LAWS, U&R, SAYLOR

Originally constructed in 1931, Aptos Middle School houses nearly 1,200 students in pre-school and grades 6-8. The campus underwent modernizations for accessibility access compliance and fire life safety. Aptos Middle School shares its facilities with an onsite Child Development Center. The design for safe and separate direct exiting of the pre-school students is integrated into the site improvements. Utilizing the level paving needed for exiting, K2A was able to include a garden and playground upgrades. The modernization includes a new fully accessible front entry, a food service facility, and custom graphic way finding signage throughout the site. Interior upgrades include new custom flooring and painting design. The restored art deco theater brings out the historical elements of the molding and trim with a three-color paint scheme.

This project is a locally funded, as a Part of SFUSD's Bond Measure A projects, along with Downtown High School, Burnett Child Development Center, Spring Valley Elementary and Francis Scott Key Elementary. The main focuses are renovations for accessibility compliance, ADA and Title 24, and fire life safety upgrades. The bond projects were sparked due to an accessibility lawsuit; each project is carefully monitored under the jurisdiction of the courts.

AUDITORIUM
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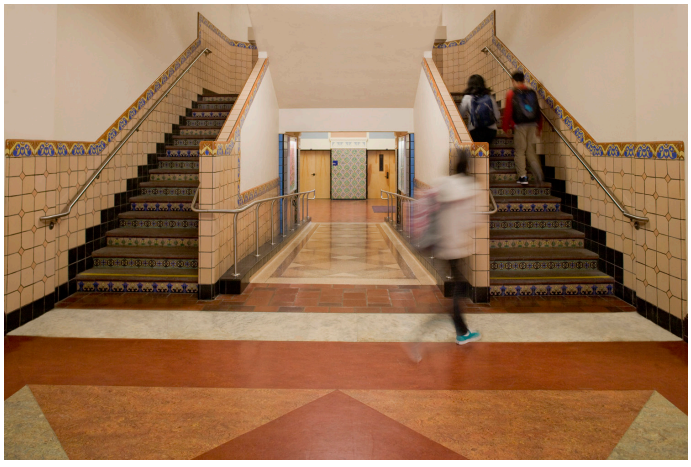

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ARCHITECTURE
+ INTERIORS

DIANNE FEINSTEIN ELEMENTARY SCHOOL SAN FRANCISCO UNIFIED SCHOOL DISTRICT

SAN FRANCISCO, CALIFORNIA

CLIENT REFERENCE:
Betty Hong, Project Manager
Facilities - Design & Construction
415.241.4326 X1537
HongB@sfusd.edu

ROLE: PRIME
SIZE: 64,400 SF
DATES: OCT 03 - AUG 06
NOTICE OF COMP/
DSA FINAL CERT: JAN 07
CHANGE ORDERS: $643,113
BUDGET: $14,500,000
BID: $14,200,000
FINAL COST: $14,843,113
TEAM MEMBERS: STEVE KOLM, PIC
CONSULTANTS: CORNERSTONE, F.W.ASSOC., LAWS, U&R, SAYLOR

This striking school provides the Parkside neighborhood with its own local elementary school for the first time in over 25 years. The design's massing and style integrate with the surrounding neighborhood, seamlessly weaving the school into the community.

Fog and wind play a major role in Parkside's environment; on the interior, natural light filters to all corners via large classroom windows, clerestory windows, skylights, and open connections between the floors. Bold geometry and bright colors create a child-friendly environment that includes reading nooks with built-in benches. Classrooms are outfitted with custom millwork cabinets, computer counters, and stylish, durable furnishings. The building is concentrated on the west side of the site, blocking the wind for the extensive outdoor spaces and bringing southern light to the playground. A model for greening play yards, the exterior includes fully accessible stepped seating for outdoor assemblies and age-designated play areas separated by tiered grass rings.

Two spaces—the library and a multi-purpose facility—allow the public after-hours access for meetings and events while the rest of the school is closed and inaccessible. As a place for learning, gathering, and celebrating together, Dianne Feinstein Elementary School has created a beautiful new center for the community.

DOWNTOWN COLLEGE PREPARATORY ALUM ROCK MIDDLE SCHOOL

ALUM ROCK UNION SCHOOL DISTRICT

SAN JOSE, CALIFORNIA

CLIENT REFERENCE:
Ruth Wamuyu Schriver
Chief Business Officer
San Jose Unified School District
408.271.8120 ext.102
rschriver@dcp.org

ROLE: PRIME
DATES: OCT 16 - MAR 19
SIZE: 11,834 SF
NOTICE OF COMP/DSA
FINAL CERT: MAY 19
CHANGE ORDERS: $202,882
BUDGET: $5.8 MILLION
BID: $5,783,346
FINAL COST: $5,986,228
TEAM MEMBERS: ALEX SWINNEY, JOB CAPTAIN; PINKY KHATRI, JOB CAPTAIN; STEVE KOLM, PIC
CONSULTANTS: HOHBACH, AEEE, LAWS, U&R, SAYLOR

K2A designed a new building to provide space for a new, multi-disciplinary teaching program. The FabLab program is a platform for learning and innovation created by MIT's Center for Bits and Atoms (CBA), which provides for project based, hands on, education that combines science, technology, engineering, and mathematics. FabLab provides industrial grade fabrication and electronics tools, with software and programs developed by CBA, for students to use and learn by designing and creating. Downtown College Prep has adopted the program for their Alum Rock Middle School.

The new building, created to support the 21st Century Learning program, features a FabLab Tech Shop, Workshop and multi-purpose space, and support space that includes administration, food service, and storage. The Tech Shop and Workshop will house industrial equipment such as laser cutter, 3D printer, high-precision milling machine, large wood routing machine, and sophisticated electronics workbench. A rollup door opens the FabLab to an outdoor patio that provides opportunity for outdoor learning and student respite.

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EAST PALO ALTO PHOENIX ACADEMY ASPIRE PUBLIC SCHOOLS

PALO ALTO, CALIFORNIA

CLIENT REFERENCE:
Ferdinand Vergeire
Project Manager
415.241.4312
VergeireF@sfusd.edu

ROLE: PRIME
DATES: OCT 15 - MAR 17
SIZE: 10,000 SF
NOTICE OF COMP/DSA
FINAL CERT: JUN 17
CHANGE ORDERS: $22,148
BUDGET: $3,950,000
BID: $3,897,852
FINAL COST: $3.92 MILLION
TEAM MEMBERS: TYSON SCHWARTEN, PM; STEVE KOLM, PIC
CONSULTANTS: HOHBACH, AEEE, LAWS, U&R, SAYLOR

K2A provided architectural services for the next phase of the expansion of this K-12 campus.

The project entails design and construction of a new, spacious multi-purpose/gymnasium facility that will serve the physical education curriculum, function as the school's cafeteria, and offer a gathering place for school events.

K2A
ARCHITECTURE
+ INTERIORS

BENJAMIN HOLT COLLEGE PREPARATORY ACADEMY ASPIRE PUBLIC SCHOOLS

STOCKTON, CALIFORNIA

CLIENT REFERENCE:
Carolyn Choy
former Manager, Finance & Real Estate, Aspire Public Schools
203.676.5833
Carolyn@pacificcharter.org

ROLE: PRIME
DATES: SEP 16 - APR 18
SIZE: 34,200 SF
NOTICE OF COMP/DSA FINAL CERT: JUL 18
BUDGET: $11 MILLION
BID: $11 MILLION
FINAL COST: $11 MILLION
TEAM MEMBERS: TYSON SCHWARTEN, PM; STEVE KOLM, PIC
CONSULTANTS: HOHBACH, AEEE, LAWS, U&R, SAYLOR

The Benjamin Holt College Preparatory Academy offers its Stockton community an institution for quality education. K2A completed the first phase of the new 6-12 grade campus in 2005. K2A employed a central courtyard design for the campus, combining modular classrooms with conventional construction. Thoughtful usage of graphic colors fuses the units into a cohesive structure.

The growing popularity of the preparatory school prompted Aspire to expand the campus. K2A has recently completed the school's next phase which includes modular classrooms, gymnasium, and soccer field, as well as Aspire Central Valley offices. The addition transitions the school into a 9-12 campus.

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LANGSTON HUGHES & PORT CITY ACADEMY ASPIRE PUBLIC SCHOOLS

STOCKTON, CALIFORNIA

CLIENT REFERENCE:
Suzanne Howard
Real Estate Manager (Former)
707.843.1381
suzhoward0@gmail.com

SIZE: 74,000 SF
CONST. BUDGET: $14,860,000
CONST. COST: $14,860,000
TOTAL CHANGE ORDERS: N/A
START: JUNE 2009
COMPLETION: DEC 2011
PROJECT DELIVERY: CM@RISK

HIGHLIGHTS:

- Charter School (grades 6-12)
- DSA Approved

The latest Aspire Public Schools campus includes both the K-5 Aspire Port City Academy, and the Aspire Langston Hughes Academy 6-12 programs. The new 10.9 acre, K-12 charter school campus repurposes a defunct lumber yard into a collegiate preparation center, serving 1000+ students.

Project development includes approximately 74,000 square feet in five modular classroom buildings surrounding a central quad space. The combined program includes a multipurpose room, gymnasium, 40 classrooms and 9 specialty rooms that include science labs, computer labs, libraries, and a writing lab.

Specific age-appropriate outdoor spaces are provided adjacent to classrooms and within visual control of faculty rooms - special consideration is given to the K-1 age group. Primary circulation routes and supervised access points are segregated based on school program. Separate vehicular drop-off queues are an extension of this segregation and streamline morning and afternoon drop-off/pick-up.

In order to expedite the schedule and open for Fall classes, the project was completed in two phases. Phase 1 includes all five classroom buildings and site development. Phase 2, added the multipurpose/gymnasium building and campus athletic fields.

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CERTIFICATE OF INSURANCE

K2ALLP0-01 KHANM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/16/2025

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

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

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Gloria Page PHONE (A/C, No, Ext): (925) 918-4540 FAX (A/C, No): E-MAIL ADDRESS: Gloria.page@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : RLI Insurance Company	13056
INSURED K2A, LLP dba: K2A Architecture + Interiors 555 De Haro Street, Suite 380 San Francisco, CA 94107	INSURER B : Arch Insurance Company	11150
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X	X	PSB0001854	12/21/2024	12/21/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO							
	OWNED AUTOS ONLY / SCHEDULED AUTOS			PSB0001854	12/21/2024	12/21/2025	BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB / CLAIMS-MADE			PSE0001487	12/21/2024	12/21/2025	AGGREGATE	$ 1,000,000
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A	X	PSW0001144	9/1/2024	9/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liab.			PAAEP0103505	9/1/2024	9/1/2025	Per Claim	2,000,000
B	Professional Liab.			PAAEP0103505	9/1/2024	9/1/2025	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Agreement # 6008 for Architectural/Engineering Services (Project #12390)
All operations of the Named Insured.
General Liability: San Francisco Unified School District and the State and their representatives, employees, trustees, officers, and volunteers are included as Additional Insured on Primary & Non-Contributory basis with Waiver of Subrogation included, as required by written contract.
Workers' Compensation: Waiver of Subrogation is in favor of San Francisco Unified School District and the State and their representatives, employees, trustees, officers, and volunteers, as required by written contract.

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Reno Caldwell

K2A
ARCHITECTURE
+ INTERIORS

LOCAL BUSINESS UTILIZATION

LOCAL BUSINESS UTILIZATION AFFIRMATION WORKSHEET

LBU STRATEGY

LBE SUBCONSULTANT TEAM

TEAM ORGANIZATION

SMALL BUSINESS CERTIFICATION

LOCAL BUSINESS UTILIZATION AFFIRMATION WORKSHEET

Firm or Team: K2A Architecture + Interiors

Our Firm or Team affirms that it will achieve OUSD's minimum Local Business Utilization (LBU) requirements. Included in our Statement of Qualifications is a detailed narrative and strategy describing how the Firm or Team 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 three (3) project relevant California K-12 examples.

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

- **Category 1:** An outline of small and local firms (by professional service discipline) with planned partnership/JV Partnership
- **Category 2:** Other identified opportunities for local and small local utilization; Expressed Plan/Strategies to Increase LBP
- **Category 3:** Areas and/or scopes that have been identified as carve out opportunities for small, local partners
- **Category 4:** Relevant California K-12 project examples
- **Category 5:** Previously implemented methods used for successful Local Business Utilization

We understand that the submitted narrative and strategy will be scored and awarded up to 5 additional points by the District's LBU Consultant for incorporation into the SOQ evaluations.

Minimum Local Business Participation per District Policy can be found in the following link:

https://www.ousd.org/facilities-planning-management/opportunities/lbu-policy

Signature: _____

Date: 05 / 08 / 2025

LOCAL BUSINESS UTILIZATION

INCORPORATING LBEs

Our team specializes in public work, and therefore we have extensive experience complying with programs such as the Oakland Unified School District's Local Business Utilization program. We are committed to meeting participation goals for small and local businesses while also providing quality service to the District. K2A is located in Oakland and is a certified small business with the County of Alameda.

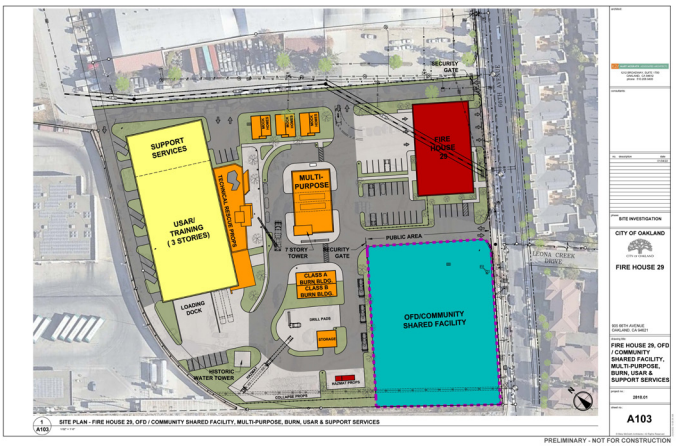
As a small local and minority-owned business, K2A is committed to OUSD's goal for small and local business participation in this contract. We have benefited from the mentoring of larger partner firms, and value and respect our LBE consultants. With ourselves included, our proposed team includes well over the 50% goal for LBU firms. Many of the LBE firms we have selected for this contract have previous successful working experience with K2A and OUSD. Since nearly all of our projects include local and/or state funding, we nearly always include a majority of LBE consultant partners on our projects, have a long history of collaboration with them, and consider their work integral to our success.

METHODS FOR SUCCESSFUL LOCAL BUSINESS UTILIZATION

K2A has a track-record of hiring small and local consulting firms for design teams. We generally seek out SBE/LBE subconsultants that reflect our commitment to equity and diversity to contribute to a project's LBE professional services contracting goals. Previously, K2A's efforts have included researching consultants through the local directory, and searching historically underrepresented zip codes to find racially diverse partners. As a result, we have built relationships with small and local firms with whom we have continued to partner on local projects. Our projects typically exceed requirements for diversity and small business participation.

SUCCESSFUL IMPLEMENTATION OF LBE FIRMS

K2A has sucsessfully incorporated local and small business firms in public projects. Most recently, working with the City of Oakland on the Fire House #29 and Training, Resiliency, Education, and Community Complex, K2A and our joint venture partner, Mary McGrath Architects, were able to fulfill the City's 50% goal for LBE participation. Including our architect team, LBE consultants included Slate Geotechnical Engineering, Merrill Morris Landscape Architecture, and UL Verification Services to provide LEED consulting services.



▲ *K2A is providing architectural services to the City of Oakland for Fire House #29 that includes master planning for a new Training, Resiliency, Education, and Community Complex. The project is achieving 50% LBE participation.*

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LBE CONSULTANT TEAM

PROFESSIONAL QUALIFICATIONS AND EXPERIENCE OF TEAM

Our proposed team of consultants are small and local Oakland businesses with experience working with OUSD and other school districts on public agency projects, as well as experience working with K2A on local projects.

- **JASON LEE, SE** | IDA STRUCTURAL ENGINEERS (SLBE)
  A Principal with IDA, Jason Lee has over 23 years of experience in structural analysis and design. He has worked on a wide range of new and existing buildings for public and education clients, including Laurel Child Development Center for OUSD and Michelle Obama Elementary School for West Contra Costa USD. IDA has provided structural engineering for several OUSD projects.

- **GARY HENNINGS, PE** | H&M MECHANICAL GROUP (SLBE)
  Gary is the co-founder of H&M and Principal-in-Charge of the company's engineering. He's also an accomplished mechanical engineer with over 40 years of experience and has completed projects for OUSD and other school districts. Projects have ranged from HVAC replacement at Oakland International High School to a new STEAM science lab at McClymonds High School.

- **STEPHEN HOWATER, PE** | EDESIGNC (LBE)
  A Principal at EDesignC, Stephen leads all of the firm's educational projects in service to over a dozen Northern California school districts, including Oakland USD. Stephen has over 15 years of experience as an electrical engineer and leads a culturally diverse staff of professionals.

- **JASON LING, PE** | URBAN DESIGN CONSULTING ENGINEERS (SLBE)
  Founder and head of UDCE, Jason has over 25 years of civil engineering and project management experience. With ample education experience, he and his staff are knowledgeable in DSA processes and procedures. Jason leads the firm's contract with OUSD to provide As-Needed Civil Engineering for Multiple Pre-K Campuses.

- **CATHY MERRILL, ASLA** | MERRILL MORRIS PARTNERS (SLBE)
  Cathy is the founder and president of MMP with over 40 years of experience in a range of projects that include park and open space design, education and campus, urban design, civic, and public works facilities. She understands designing for the education environment, working with multiple stakeholders, staff, the campus community and the various agencies that regulate educational and public facilities. Cathy is the Principal Landscape Architect for MMP's OUSD projects that include the new ASCEND Elementary School and renovations to Cole Middle School.

- **NICK MATA, CPE** | CUMMING
  Nick serves as Regional Director and has 21 years of cost estimating experience within the construction industry. With a diverse portfolio of project experience, Nick's work has spanned services for science and technology, healthcare, K12, higher education, civic, and other markets in California. Nick leads a skilled team of cost estimators, including in-house MEP specialists, who have provided cost estimating services for multiple OUSD projects of all types and sizes.

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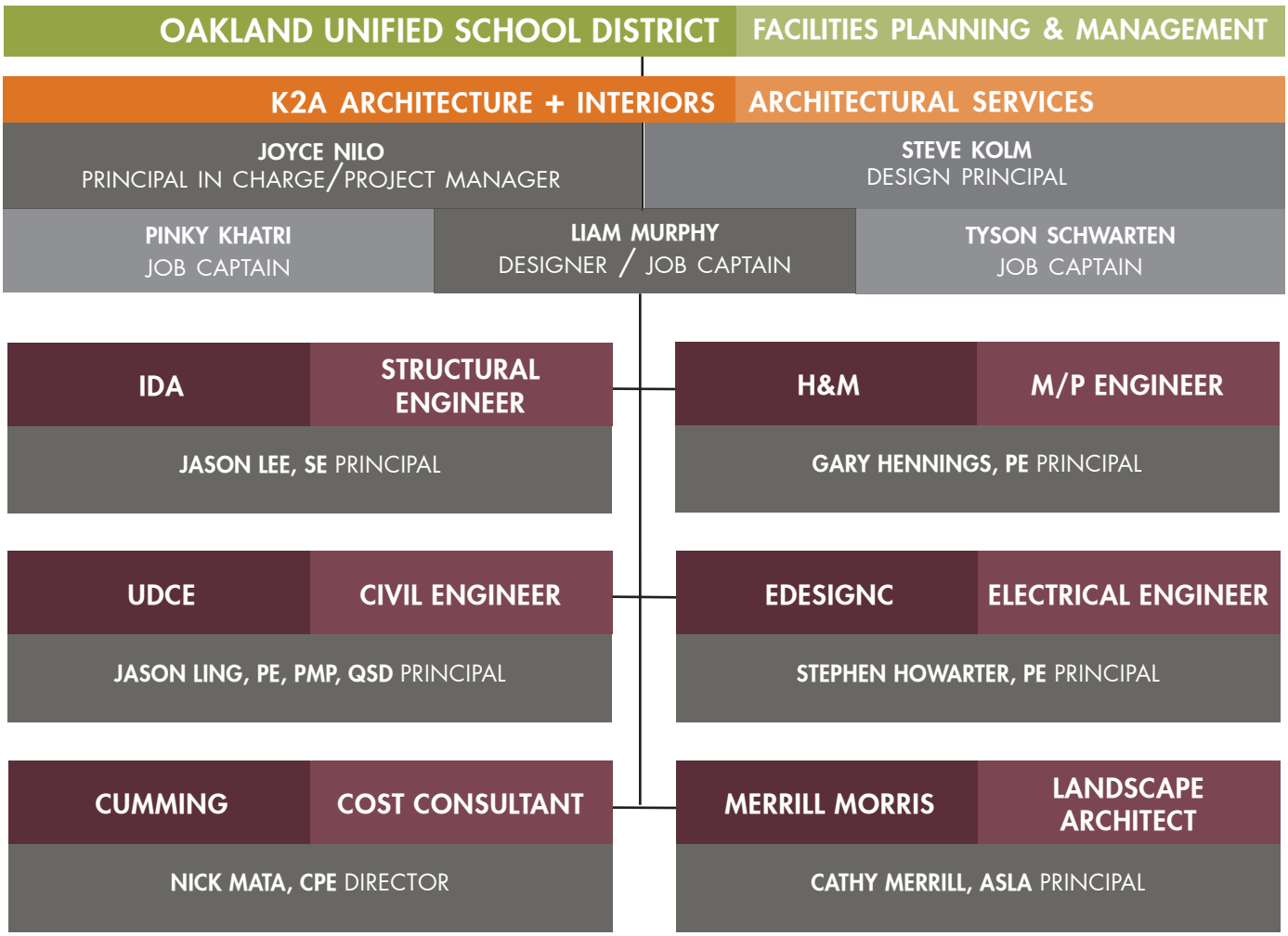
+ INTERIORS

TEAM **ORGANIZATION**

K2A has proposed engineers and specialty consultants who are small, local and local business enterprise (S/LBE) companies in the City of Oakland and who have completed multiple successful K-12 projects, many of them with OUSD, and we feel are most appropriate for upcoming projects. We like to work with small firms like ours who offer a high level of principal involvement. The people shown here on the organization chart are the ones who will be working with the District and our design team.



ALAMEDA COUNTY
AUDITOR-CONTROLLER AGENCY
MELISSA WILK
AUDITOR-CONTROLLER/CLERK-RECORDER

August 13, 2024 Certification No. 21-00067

K2A LLP
610 16th Street, Suite 219
Oakland, CA 94612

Delivered via email: joyce.nilo@k2architects.com

Attention: Joyce Nilo

Congratulations on the successful completion of your recertification application for Alameda County's Small, Local, Emerging Business (SLEB) Program!

You have been recertified as a SMALL business for the period of September 1, 2024 through August 31, 2026 for the following NAICS code(s): 541310.

When permitted by law, the County's procurement policy is to solicit bids and proposals from certified SLEBs, and if none are available, then from local Alameda County firms. Other benefits of being a certified SLEB include:

1. K2A LLP will be added as a certified supplier to Alameda County's Local Vendor Database.
2. SLEBs competing for County contracts over $25,000 may be eligible to receive a 5% SLEB bid preference on qualified goods and services contracts and an additional 5% local preference (for a total 10% bid preference) when submitting sealed bids.
3. Non-SLEB certified firms are required to partner a minimum 20% with certified SLEBs for most goods and services contracts with the County.
4. As a certified SLEB, you may elect to receive e-mail information from the County about contracting opportunities and outreach/training events. You can register and select the type of messages you receive by visiting the County's main website at www.acgov.org and scroll down to the envelope icon at the bottom of the page for eSubscribe.

Alameda County reserves the right to reevaluate your company at any time during the certification period to determine if your firm continues to meet the County of Alameda and U.S. Small Business Administration size standards and definitions.

You are required to report any changes in your business. If you are named as a SLEB prime or sub-contractor in an Alameda County contract, you must maintain your SLEB certification status as active during the term of the contract. Please be advised that becoming decertified may impact any current contracts that you are participating in and future contracts that you may want to bid on. County contract terms may also require that you utilize the County's online web-based contract compliance application, Elation Systems at www.elationsys.com. Failure to comply with the requirements stated in this letter could jeopardize your SLEB certification status and impact County contracting opportunities.

K2A LLP will be notified 90, 60 and 30 days prior to the expiration of this certification. Please contact us to update any changes in your email address.

If you have any questions, please contact the SLEB Certification office at (510) 891-5500 or by e-mail at ACSLEBcertification@acgov.org. Please refer to your certification number as it appears on this letter.

Thank you for your interest in the SLEB program and doing business with Alameda County!

Sincerely,

Susan Wewetzer
SLEB Certification Unit

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information			
Project Name	**Architectural MAS Construction Projects Budget Under Ten Million Dollars**	**Site**	

Basic Directions

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

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

Contractor Information								
Contractor Name	K2A, LLP dba K2A Architecture + Interiors	Agency's Contact	Joyce Nilo					
OUSD Vendor ID #		Title	Principal					
Street Address	610 16th Street, Suite 202	City	Oakland	State	CA	Zip	94612	
Telephone	510-681-7776	Policy Expires						
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐No	Worked as an OUSD employee? ☐ Yes ☒ No						
OUSD Project #	25040							

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	06-26-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2028
		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)	$0.00
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9657/9000	**Fund 21, Measure Y**		**6215**	**$0.00**

Approval and Routing (in order of approval steps)

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

1.	**Division Head**	**Phone**	510-535-7038	Fax	510-535-7082
	Executive Director of Facilities				
	Signature		Date Approved		
2.	**General Counsel, Department of Facilities Planning and Management**				
	Signature James Traber		Date Approved	05/27/2025	
3.	**Chief Systems & Services Officer**				
	Signature Preston Thomas (May 27, 2025 13:49 PDT)		Date Approved	05/27/2025	
4.	**Chief Financial Officer**				
	Signature		Date Approved		
5.	**President, Board of Education**				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT